

**A G E N D A**

**HICKORY CITY COUNCIL**

**January 5, 2016**



**7:00 p.m.**



**AGENDA**  
[www.hickorync.gov](http://www.hickorync.gov)

If you have any questions about any item on this agenda or if you need more information about any item in addition to the information contained in the agenda package, please call the City Manager at 323-7412. A "Citizen Comment Sheet", which explains the procedure to address the City Council, is located on the table outside Council Chambers. We also encourage you to complete the Comment Sheet and offer any suggestions or questions you have. For more information about the City of Hickory go to: [www.hickorync.gov](http://www.hickorync.gov).

Hickory City Council  
76 North Center Street

January 5, 2016  
7:00 p.m.

- I. Call to Order
- II. Invocation by Rev. Wil Posey, Associate Pastor, First United Methodist Church
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
  - A. Regular Meeting of December 15, 2015 (**Exhibit VI.A.**)
  - B. Special Meeting of December 15, 2015 (**Exhibit VI.B.**)
- VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.
  - A. Acceptance of the Bid and Award of the Contract with Brushy Mountain Builders, Inc. in the Amount of \$319,189 for the Lakeshore No. 1 Lift Station Replacement Project. (**First Reading Vote: Unanimous**)
  - B. Approval to Purchase Eight All-wheel Drive 2016 Ford Police Interceptor Utility Vehicles from Capital Ford of Raleigh in the Amount of \$213,472. (**First Reading Vote: Unanimous**)
  - C. Budget Ordinance Amendment Number 13. (**First Reading Vote: Unanimous**)
- VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.
  - A. Approval of the 2015 Loan Agreement with the National Museum of the United States Air Force. (**Exhibit VIII.A.**)

*The City has taken part in the US Air Force's Static Display Program for many years whereby certain aircraft are on loan to the City for display by the Hickory Aviation Museum. In return, the Hickory Aviation Museum agrees to maintain and ensure the preservation of said aircraft in good condition while furnishing the Air Force with photos*

*and for the aircraft to remain prepared for expedition and periodic inspection. The Hickory Regional Airport currently has on loan two aircraft that fall under this agreement, an F-105B and T-33A. There are no City budgetary requirements under this agreement. Staff recommends approval of the 2015 Loan Agreement.*

- B. Approval of an Offer to Purchase of Two Properties Located Near the Intersection of 2<sup>nd</sup> Street NE and Falling Creek Road, PIN 3714-06-38-1685 and PIN 3714-06-38-2817. **(Exhibit VIII.B.)**

*Staff requests approval of an offer to purchase of two properties for the construction of a replacement bridge on Falling Creek Road. Both properties are owned by Patricia Annas Link and Walter Michael Annas and are located near the intersection of Falling Creek Road and 2<sup>nd</sup> Street NE in Hickory. These purchases are necessary for completion of the Falling Creek Road bridge replacement project. These properties will be rendered unbuildable and unusable by the construction of the project. The right way of way consultant recommends that the City purchase the two parcels for those reasons. The negotiated offer for the properties represents 13 percent and 20 percent above tax value for the lots. The purchases were negotiated for the value of \$12,500 each for a total of \$25,000 in exchange for the properties. These funds are 80:20 and 80 percent of this expenditure in the amount of \$20,000 will be reimbursed to the City by North Carolina Department of Transportation, leaving \$5,000 as the City's portion of the cost. Staff recommends approval of the purchase of the properties owned by Patricia Annas Link and Walter Michael Annas, located near the intersection of 2<sup>nd</sup> Street NE and Falling Creek Road and described as PIN 3714-06-38-1685 and PIN 3714-06-38-2817, respectively.*

- C. Special Events Activities Application for Hickory Crawdads Home Run Trot 5K, Julie Horan, Race Director, Fleet Feet Sports, LP Frans Stadium, 2500 Clement Blvd NW, May 14, 2016 6:30 a.m. to 10:00 a.m. **(Exhibit VIII.C.)**

- D. Approval of a Community Appearance Grant for Non-residential Property Owned by the PWG Investments, LP Located at 1022 Main Avenue NW in the amount of \$987.50. **(Exhibit VIII.D.)**

*City Council created the Community Appearance Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of properties located within the City's designated urban revitalization area. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$5,000. The applicant, PWG Investments, LP, provided two bids for the installation of metal window coverings and an awning over the exterior doorway. Given the bids provided as part of the application packet, the request qualifies for a \$987.50 grant. On December 14, 2015 at their regular meeting, the Community Appearance Commission voted (9-0) to recommend funding of the requested grant in the amount of \$987.50.*

- E. Call for a Public Hearing – For Consideration of Amending the 2014 Community Development Block Grant Annual Action Plan to Increase the Budget for Public Infrastructure Improvements. **(Authorize Public Hearing for January 19, 2016) (Exhibit VIII.E)**

- F. Approval of Submission of the 2016 Urgent Repair Program Application for Funding to the North Carolina Housing Finance Agency. **(Exhibit VIII.F.)**

*The City of Hickory Community Development Department, in complying with the North Carolina Housing Finance Agency's guidelines, has prepared an application for funding for the 2016 Urgent Repair Program. The application incorporates program requirements, applicant eligibility standards, and program capabilities. The City of Hickory will apply for \$75,000 through this program in order to assist approximately ten*

eligible homes with urgently needed repairs in an amount not to exceed \$8,000 per housing unit. The City of Hickory will provide \$5,000 in matching funds, available from Rental Rehabilitation Program income. NC Housing Finance Agency requires a \$50 application fee. Staff recommends approval of submission of the 2016 Urgent Repair Program Application for funding to the NC Housing Finance Agency.

G. Budget Ordinance Amendment Number 14. **(Exhibit VIII.G.)**

1. To recognize \$200.00 in revenue received from donations to the Youth Council for their Christmas projects.

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. Consideration of Rezoning Petition 15-02 for Property Located at 3061 Short Road. **(Exhibit XI.A.1.)**

*Gregory Whitley, agent for Cecil and Rachel Munday, has petitioned for the rezoning of 11.396 acres of property located at 3061 Short Road. The petition is to rezone the property from Catawba County R-20 Residential to City of Hickory Planned Development (PD). The subject property was annexed into the City of Hickory on October 31, 2015. Hickory Regional Planning Commission conducted a public hearing to consider this petition at their December 2, 2015 meeting, and voted 7-2 to recommend City Council's approval of the requested rezoning. Staff finds Rezoning Petition 15-02 to be consistent with the Hickory by Choice 2030 Comprehensive Plan, and recommends approval.*

*This public hearing was advertised in a newspaper having general circulation in the Hickory area on December 25, 2015, and January 1, 2016.*

B. Departmental Reports:

1. Request from Hickory Downtown Development Association to Amend Main Street Program Boundary. **(Exhibit XI.B.1.)**

*The City has received a request from Hickory Downtown Development Association to expand the boundary used in the Main Street Program for Hickory to include the SALT Block area, Sally M. Fox Park/Ivey Arboretum, Transportation Insight and various residential lots in the same area. The NC Main Street Program requires reporting statistics of vacant space, jobs gained and lost, and a variety of other metrics each year. There is no impact on funding as the NC Main Street program does not provide funds to its member cities. The downtown is not in a municipal service district either, therefore the boundaries are simply illustrative of the downtown and do not affect the HDDA budget or private property owners. Several members like the SALT Block entities of the Hickory Art Museum, the Western Piedmont Symphony and others are already members of HDDA, and Transportation Insight is also a member with employee Josh Walker serving on the HDDA Board of Directors. Staff recommends approval of the expansion of the HDDA boundaries according to the attached map and emphasizes that no additional funding is required by HDDA to carry out its mission in this expanded area, and no additional City services are required as a result of this action.*

2. Hickory Public Housing Authority

3. Appointments to Boards and Commissions

**BOND IMPLEMENTATION COMMISSION**

Members appointed on 2/3/2015 to one year terms, per Ordinance 15-01, are eligible to be reappointed to one additional 3 year term (Terms Expiring 2/1/2019)

Mayor Wright	Charles Dixon expires 2/2/2016
Ward 1 (Alderman Lail Appoints)	Michael Bell expires 2/2/2016
Ward 2 (Alderman Tarlton Appoints)	Gayle Schwarz Resigned (3 year term expires 2/2/2018)
Ward 2 (Alderman Tarlton Appoints)	Jennifer Clark expires 2/2/2016
Ward 3 (Alderman Seaver Appoints)	Anthony Laxton expires 2/2/2016
Ward 4 (Alderman Guess Appoints)	Ed Farthing expires 2/2/2016
Ward 5 (Alderman Zagaroli Appoints)	Jeff Hale Resigned (3 year term expires 2/2/2018)
Ward 5 (Alderman Zagaroli Appoints)	Frank Young expires 2/2/2016
Ward 6 (Alderwoman Patton Appoints)	Paige Brigham expires 2/2/2016

***Ex Officio Representatives:***

Per Ordinance 15-01 representatives appointed by the boards, commissions, and the Chamber shall serve for a term of one year and may be reappointed for up to two additional one year terms with the exception of the Youth Council representative. (Terms Expiring 2/1/2017)

Business Development Committee	Pending
Catawba County Chamber of Commerce	Will Locke
Citizen's Advisory Committee	Cliff Moone
(Note: Citizen's Advisory Committee appointed Cliff Moone on December 3, 2015 to replace Michael Holland. Mr. Holland completed his service on the Citizen's Advisory Committee 6-30-2015 and was no longer eligible to serve as the ex officio representative.)	
Community Appearance Commission	Charles Hayes
Community Relations Council	Adelia Parrado-Ortiz
Hickory International Council	Pending
Hickory Regional Planning Commission	Pending
Historic Preservation Commission	Ernie Sills
Library Advisory Board	Pending
Parks and Recreation Commission	Dean Proctor
Public Art Commission	Jennifer Helton
Recycling Advisory Board	Pending
University City Commission	Pending
Youth Council	Mikaela Simmons

**COMMUNITY RELATIONS COUNCIL**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

Other Minority	VACANT
Other Minority	VACANT

**HICKORY REGIONAL PLANNING COMMISSION**

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)  
(Appointed by City Council)

Burke County (Mayor to Nominate)	VACANT Since 8-6-2008
Brookford (Mayor to Nominate)	VACANT Since 6-2006

**INTERNATIONAL COUNCIL**

(Appointed by Mayor with the Concurrence of City Council)  
(8) Positions VACANT

**PARKS AND RECREATION COMMISSION**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
At-Large Minority VACANT

**PUBLIC ART COMMISSION**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
Ward 2 VACANT  
Ward 3 VACANT

**RECYCLING ADVISORY BOARD**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
Ward 3 VACANT

**YOUTH COUNCIL**

(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)

Hickory Career Arts Magnet VACANT

- C. Presentation of Petitions and Requests
- XII. Matters Not on Agenda (requires majority vote of Council to consider)
- XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature
- XIV. Adjournment

**\*Hickory City Code Section 2-56. Public Address to Council:**

**“When conducting public hearings, considering ordinances and otherwise considering matters wherein the public has a right to be heard, when it appears that there are persons present desiring to be heard, the Mayor shall require those opposing and favoring the proposed action to identify themselves. Each side of the matter shall be given equal time. Those opposing the proposed action shall be allowed 15 minutes for presentation, followed by 15 minutes for those favoring the action, with the opponents then to have five minutes for rebuttal and the proponents to then have five minutes for surrebuttal. Those persons on either side shall have the right to divide their allotted time among them as they may choose. The Council, by majority vote, may extend the time for each side equally. On matters in which the person desiring to address the Council does not have a legal right to speak, the Council shall determine whether it will hear the person. The refusal to hear a person desiring to speak may be based upon grounds that the subject matter is confidential, that its public discussion would be illegal, that it is a matter not within the jurisdiction of the Council or for any other cause deemed sufficient by the Council. Any person allowed to speak who shall depart from the subject under discussion or who shall make personal, impertinent or slanderous remarks, or who shall become boisterous while addressing the Council shall be declared out of order by the Mayor, or by vote of the Council, and barred from speaking further before the Council unless permission to continue shall be granted by a majority vote of the Council, under such restrictions as the Council may provide.”**

**The City of Hickory holds all public meetings in accessible rooms.  
Special requests for accommodation should be submitted by individuals  
with disabilities at least 48 hours before the scheduled meeting.  
Phone Services (hearing impaired) – Call 711 or 1-800-735-2962**

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, December 15, 2015 at 7:00 p.m., with the following members present:

Brad Lail	Rudy Wright	Hank Guess
	Aldermen	
Danny Seaver		Jill Patton

A quorum was present.

Also present were: City Manager Mick Berry, Assistant City Manager Rodney Miller, Assistant City Manager Andrea Surratt, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, Deputy City Clerk Sarah Prencipe and City Clerk Debbie D. Miller

- I. Mayor Wright called the meeting to order. All Council members were present except for Alderman Zagaroli and Alderman Tarlton.
- II. Invocation by Rev. Bill Garrard, Retired United Methodist Pastor
- III. Pledge of Allegiance
- IV. Special Presentations
  - A. Recognition of Paul Thompson Ernst Young Entrepreneur of the Year 2015 Southeast Program

Mayor Wright asked for a standing ovation for Mr. Paul Thompson for keeping his business in Hickory. He commented on the spectacular job that Mr. Thompson had done on the Transportation Insight property, that 18 months ago was just an old empty mill facility. He encourage citizens to go by the facility and see what a great job they had done. He advised that Mr. Paul Thompson, the CEO of Transportation Insights, had been selected by Ernst & Young, one of the four biggest account firms in the world, as Ernst & Young Entrepreneur of the Year for the Southeast program. He read and presented a Proclamation to Paul Thompson to congratulate him on his entrepreneurial achievements and contributions to the City of Hickory's urban revitalization efforts. He proclaimed December 15, 2015 as Paul Thompson Day in the City of Hickory.

Mr. Paul Thompson commented that accepting the award was quite humbling because he was in a group of finalist, and those finalist had created 70,000 jobs. He accepted the award, and thanked Council, and commented that he is just a guy with an idea, and a vision, but it is the associates at his company that makes everything happen. He stated that he didn't think that he deserved any of this, when you have the best team of anyone in North America. If they keep doing the things that they are doing, with the people that they have, that will be built to last. He commented that the award was for them. You may call it Paul Thomson Day, but it is Transportation Insight Day.

Mayor Wright moved, seconded by Alderwoman Patton to declare December 16, 2015 as Transportation Insights Day, and a proclamation would be made accordingly. The motion carried unanimously.

Mayor Wright announced that he moved, seconded by Alderwoman Patton and the motion carried unanimously. He advised that Alderman Zagaroli and Alderman Tarlton were not in attendance.

- V. Persons Requesting to Be Heard
  - A. Mr. Larry Pope thanked Council for the opportunity to speak. He advised that he would speak about an issue that had been before them numerous times. He felt that it was very important for citizens, like himself, who were involved in the City of Hickory trying to do the right thing for the people who cannot stand up for themselves, because of fear, reprisal, and concern for their own welfare. He advised that he tells people all of the time that he is not afraid to stand before City Council or any other agency to encourage that agency, whether it is the City of Hickory, or someone else, to always do the right thing when it comes to the citizens of our City. He had said to Council, two or three previous times, what he knew about what was going on with Hickory Public Housing Authority. He had encouraged Council, who has the control on who is appointed to the Board of Directors for that organization to do the right thing because the Board refuses to do the right thing. He commented that Council had told him that there was nothing that Council could do, or would do, until the investigation was completed against the Hickory Public Housing Authority. He advised that HUD came in and did an investigation and found that there was a lot of things being done totally wrong by the Board of Directors and the Executive Director of Hickory Public Housing Authority, which now calls themselves Unifour Capital Ventures. When Council met with Unifour Capital Ventures, or Hickory Public Housing Authority, Council and the Mayor did not ask one question of their Executive Director, their Chairman of the Board, or their Attorney. He commented as you can see from the report that Council received on the investigation, that they did, how many improprieties there were that they could find, and how many investments that they had made that they could not tell where the money came from for those investment. Council still sits here on their duffs, not willing

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to make any changes so that the citizens who live in public housing will not have to go through what they are currently going through and what they will be going through over the next several months. He stated that HUD has said that they will come back in six months to a year and do another investigation to make sure that the corrections were made. He commented that as they had said in their letter, a lot of the materials that they had told Housing that they wanted to look at was not available. He stated that was because he was personally told by a very reliable source that there were individuals after hours working in the office at Hickory Public Housing Authority or Unifour Capital Ventures, taking out trash bags of shredded materials and throwing them in the dumpster. He advised that he asked those individuals why they didn't go get those items in the dumpster. He personally knows that the FBI can put back together shredded items, because he personally turned over shredded items to them when Links was in existence in Newton, which was shredded, to keep the FED's from finding out what they were doing with the monies that they were receiving. He said it is time to unfold that rug, take the dirt that has been swept under that rug by City Council out, and get rid of the Board of Directors that will not get rid of the Executive Director of Unifour Capital Ventures or Hickory Public Housing Authority, whichever you care to call it. You still to this day don't know what the ultimate goal of Unifour Capital Ventures is. You don't care. You want ask, and you don't want to make a difference in what they are doing in the misappropriation of federal dollars. He thanked Council.

Mayor Wright commented that he had said this before, and it would be redundant, but there are citizens in attendance that have not heard this said. Once again they hear the term misappropriation. He always thought the term misappropriation involved theft. To his knowledge there had been no accusation of any theft. Council has taken these matters very seriously. Council has the unusual situation where they appoint the board members, and they can unappoint them and appoint new ones, but the only other thing they can do is dissolve the entity. That is the framework that Council has had to deal with. They do care, and do want to make a difference in the lives of the least fortunate among us. The matter of the shredded documents is strictly hearsay. That possibly could be true. Mr. Pope had said that he had heard someone say that there was shredded documents. Many of the people in public housing here are very satisfied with the service and the safety. Repeatedly you read about people being arrested because they are violating no trespass orders against them individually. Two in this week's paper. The Housing Authority had not done everything right; that is for sure. They are not on the right side of HUD; that is for sure. They have been pretty demanding of the standards upheld by their tenants.

VI. Approval of Minutes

A. Regular Meeting of December 1, 2015

Alderman Seaver moved, seconded by Alderwoman Patton that the Minutes of December 1, 2015 be approved. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Seaver seconded by Alderwoman Patton and the motion carried unanimously.

VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.

Alderman Lail moved, seconded by Alderman Guess that the following be reaffirmed and ratified on second reading. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Lail seconded by Alderman Guess and the motion carried unanimously.

- A. Approval to Award Bid to Asheville Ford Lincoln in the Amount of \$174,809.52 for the Purchase of Five Vehicles. (First Reading Vote: Unanimous)
- B. Approval of a Contract with AMEC Foster Wheeler in the Amount Not to Exceed \$188,000 for Planning Services in Conjunction with the City's Brownfield Area-wide Planning Grant. (First Reading Vote: Unanimous)
- C. Budget Ordinance Amendment Number 12. (First Reading Vote: Unanimous)
- D. Grant Project Ordinance Amendment Number 4. (First Reading Vote: Unanimous)
- E. Consideration of Text Amendment (TA) 15-01. (First Reading Vote: Unanimous)
- F. Amending Chapter 18, Article VI, Sections 18-119 and 18-136 of the Hickory City Code. (First Reading Vote: Unanimous)

December 15, 2015

- G. Approval of a Vacant Building Revitalization and Demolition Grant for AKSS Real Estate, LLC. (First Reading Vote: Unanimous)
  - H. Consideration of a Funding Agreement with Habitat for Humanity of the Catawba Valley, Inc. (First Reading Vote: Unanimous)
- VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

Alderman Guess moved, seconded by Alderwoman Patton approval of the Consent Agenda. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Guess seconded by Alderwoman Patton and the motion carried unanimously.

- A. Called for a Public Hearing – For Consideration of Closing a Portion of a 25' Alley Located Between Main Avenue NW and 1<sup>st</sup> Avenue NW. (Authorize Public Hearing for January 19, 2016)

RESOLUTION NO. 15-27  
RESOLUTION OF INTENT

A Resolution Declaring the Intention of the City Council of the City of Hickory to Consider the Closing of a Portion of a 25-Foot Alley Adjacent to City-Owned Property Located Behind Community One Bank fka Bank of Granite Building Between Main Avenue NW and 1<sup>st</sup> Avenue NW

WHEREAS, G.S. 160A-299 authorizes the City Council of the City of Hickory to close public streets and alleys; and

WHEREAS, the City Council of the City of Hickory considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of a 25-foot alley adjacent to City-owned property located behind Community One Bank fka Bank of Granite Building between Main Avenue NW and 1<sup>st</sup> Avenue NW.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hickory that:

1. A meeting will be held at 7:00 p.m. on the 19th day of January, 2016, in the Council Chamber of the Julian G. Whitener Municipal Building at 76 North Center Street, Hickory, North Carolina to consider a resolution closing a portion of a 25-foot alley adjacent to City-owned property located behind Community One Bank fka Bank of Granite Building between Main Avenue NW and 1<sup>st</sup> Avenue NW.
  2. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the *Hickory Daily Record*.
  3. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon those portions of said street a copy of this Resolution of Intent.
  4. The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.
- B. Called for a Public Hearing – For Consideration of Rezoning Petition 15-02 for Property Located at 3061 Short Road. (Authorize Public Hearing for January 5, 2016)
  - C. Accepted and Entered Into the Minutes Certification of Votes from November 3, 2015 Election from the Catawba County Board of Elections.

Ward 1	Brad Lail Write-In	1,167 34
Ward 2	Ernie Masche Vernon Tarlton Write-In	546 873 5
Ward 3	Danny Seaver Write-In	1,151 19

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- D. Approved on First Reading Acceptance of the Bid and Award of the Contract with Brushy Mountain Builders, Inc. in the Amount of \$319,189 for the Lakeshore No. 1 Lift Station Replacement Project.

Lakeshore Lift Station is a sanitary sewer lift station that is located on 1<sup>st</sup> Street NW near the intersection of NC Highway 127 in close proximity to the Alexander County Bridge. This station is approximately 25 years old and is experiencing problems related to age of the station and exposure to degrading sewer gases. The project consists of complete replacement of the lift station including the wet well, valve vault, pumps, control panel and all customary appurtenances. Simultaneous to replacement and rehabilitation of the lift station, the replacement pumps are being upgraded to allow for some future growth in the system. The current pumps are currently undersized for the service area and should be updated. In June 2015, Council approved Hulsey, McCormick and Wallace of North Carolina, LLC to complete design of this project. Design was completed and the project was advertised for bids. Brushy Mountain Builders, Inc. was the lowest responsible bidder on the project. The project will be funded from the Water and Sewer Capital Reserves due to the non-completion of the project last year and the allocated funds were returned to Reserves. Staff recommends Council's approval of the bid and award of the contract to Brushy Mountain Builders, Inc. in the amount of \$319,189 for construction of the Lakeshore No. 1 Lift Station Replacement Project.

- E. Approved the Request from Hickory Police Department to Award Police Badge and Service Weapon to Retiring MPO Ted Watson.

By authority of NC General Statute §20-187.2, City Council may award the service weapon and police badge to retiring MPO Ted Watson upon his retirement from Hickory Police Department on December 31, 2015 after completing 45 years of qualifying service with Hickory Police Department. Upon approval from City Council, the police badge and service weapon will be declared surplus and removed from the City's fixed asset inventory.

- F. Approved on First Reading the Purchase Eight All-wheel Drive 2016 Ford Police Interceptor Utility Vehicles from Capital Ford of Raleigh in the Amount of \$213,472.

Hickory Police Department requests approval to purchase eight specialized police package emergency vehicles. After research and reviews of independent comparison studies the 2016 Ford Police Interceptor Utility all-wheel drive best fits the needs of the department based on a number of considerations. Capital Ford of Raleigh currently has the North Carolina State Contract for the 2016 Ford Police Interceptor Utility all-wheel drive with a base price of \$26,047. With added options the price would be \$26,684. Hickory Police Department recommends the purchase of eight all-wheel drive 2016 Ford Police Interceptor Utility vehicles from Capital Ford of Raleigh on the North Carolina State Contract at a cost of \$26,684 per vehicle with a total cost of \$213,472. Funds are budgeted in the FY2015/2016 CIP.

- G. Approved Applying for the 2015 Assistance to Firefighter's "Modifications to Fire Stations and Facilities" Grant.

The City of Hickory Fire Department requests approval to apply for a FEMA Assistance to Firefighter's Grant for facility improvements. The Fire Department plans to utilize the grant to install diesel exhaust removal systems in six fire facilities. Vehicle diesel exhaust emissions will be eliminated in the workplace after this type of system is installed in all of the City's fire stations. The approval to apply for this grant request would give the City of Hickory Fire Department the ability to address serious health and safety issues which will ultimately benefit the department, coworkers, and the community. The total anticipated cost of this system is \$200,000 and the matching funds required by the City of Hickory, if awarded the grant, would be 10 percent, \$20,000. Staff requests approval to apply for the 2015 Assistance to Firefighters Grant "Modifications to Fire Stations and Facilities" which will provide for direct source diesel exhaust removal systems in six City of Hickory fire facilities.

- H. Approved on First Reading Budget Ordinance Amendment Number 13.

ORDINANCE NO. 15-60  
BUDGET ORDINANCE AMENDMENT NO. 13

BE IT ORDAINED by the Governing Board of the City of Hickory, that pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016.

SECTION 1. To amend the General Fund the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Government	46,000	-
Economic & Community Development	272,370	-
Other Financing Uses	1,370	-

TOTAL	319,740	-
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To provide the additional revenue for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Contingency	-	46,000
Restricted Intergovernmental Revenues	259,400	-
Other Financing Sources	14,340	-
TOTAL	273,740	-

SECTION 2. To amend the Water and Sewer Fund the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	398,800	-
TOTAL	398,800	-

To provide the additional revenue for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	319,189	-
Miscellaneous Revenues	19,611	-
Contingency	-	60,000
TOTAL	338,800	60,000

SECTION 3. To amend the General Capital Projects Fund, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	1,370	-
TOTAL	1,370	-

To provide the additional revenue for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	1,370	-
TOTAL	1,370	-

SECTION 4. Copies of the budget ordinance amendment shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

- IX. Items Removed from Consent Agenda – None
- X. Informational Item
- XI. New Business:
  - A. Public Hearings
  - B. Departmental Reports:
    - 1. Update on Cloninger Mill Park

Mr. Berry asked the City’s Parks and Recreation Director Mack McLeod to the podium to present Council with an update on the plans and naming opportunities at Cloninger Mill Park.

Parks and Recreation Director Mack McLeod presented Council with a PowerPoint presentation. He advised that the Parks and Recreation Commission was in the process of updating the Cloninger Mill Park Master Site Plan. He showed a map of the area. He advised he would also discuss the process for naming of the park. In 2009 the City retained the services of Alfred Benesch and Company to develop a Master Site Plan for the 63 acre park. That plan was accepted by the Parks and Recreation Commission and City Council. He pointed out on the map highway 127, Cloninger Mill Road, the City’s wastewater treatment plant, Olde Mill Landing, and 9<sup>th</sup> Street. In May of 2015 City Council accepted a \$900,000 donation from North Carolina Outward Bound to keep the 10 acre commercial site as part of the park. He pointed out on the original plan the 10 acres that had been set aside for commercial development. Once that donation was accepted, staff retained the services of Alfred Benesch and Company to take the plan and update it to incorporate the additional 10 acres back into the park. Which would increase the park size to a little over 73 acres. He advised as a comparison Hilton Park is 74 acres. When Cloninger Mill is fully developed it will be a little less than that. Staff began the planning process to update the Master Plan with the Parks and Recreation Commission at their September 8<sup>th</sup> meeting. Part of the process was to get some ideals from the Parks and Recreation Commission as to what they felt

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would best be suited and incorporated in those ten acres into the park and then make any adjustments elsewhere in the park. They had some potential recreational activities that could be included on those 10 acres. The first discussion that the Parks and Recreation Commission had was making sure that when the park is fully developed that there is enough parking. They discussed with the Commission 17 potential recreation activities, and talked to them about those. The potential recreation activities included: open play meadows, community garden, jogging/walking trails, outdoor fitness stations, disc golf course, sand volleyball courts, shuffleboard courts, horseshoe pits, natural areas, picnic areas, dog park, a spray ground, playground, mountain bike trails, environmental education areas, bocce courts, and a safe bike training area, which would be an area where children could safely learn how to ride a bike. Each item was then voted on for their preferences of how important the activity was. Of the 17, 12 received at least 8 votes. Some of the activities were already in the 2009 plan. Because of the addition of the 10 acres they expanded those. Every recreation activity that received at least 8 votes from the Parks and Recreation Commission members was incorporated into the plan. After their September 8<sup>th</sup> meeting, Alfred Benesch and Company went back and took those comments and suggestions and developed an updated plan based on that input. This plan is still in draft form. The Parks and Recreation Commission has not accepted it yet. They brought it back to the Commission at their last meeting in December for further input.

Mr. McLeod discussed the plan. He pointed out the 10 acres on the map that was reincorporated in the plan. With the addition of the 10 acres they adjusted the park entrance to bring it up closer to highway 127 for a better line of site. On the original plan they called for 49 parking spaces on the western side, and on the eastern side 25 spaces. They have increased that from what was originally shown in the 2009 plan from 49 spaces to 109 spaces on the western side. There is some additional future parking there. When the park is fully built out there will be a total of 163 paved parking spaces. He pointed out a building on the map and advised that when staff was reviewing the plan with Public Services/Public Utilities staff, they wanted to incorporate a future water resources learning center. That goes back to the environmental education component that was there. This would be a future development in the overall park plan. Because of the proximity across the street from the wastewater treatment plant this will provide an opportunity to provide that educational component. This would be an approximate 7,500 square foot learning center. The public utilities staff envision what could be learned at this facility would be things like the water cycle; how water gets from the pumps to the faucet; what happens when it goes down the drain and back to the wastewater treatment plant; ways to protect the environment; and how to be water smart. This would basically be an interactive type facility. It would also contain some meeting space, conference room type spaces. Some of the interactivities that could take place here would be children and adults pumping water uphill, testing water quality, how to locate an underground pipe, follow a robotic camera into a sewer manhole to see what it looks like, and fun things like turning hydrants on. An interactive learning resources center that fits in well with the wastewater treatment plant that sits across the street. He showed an area where the City's pump station is located for the wastewater treatment plant. With the additional acres they were able to shift the loop trails to get them away from the pump station. On the original 2009 plan they were right up against the pump station. They were able to back off and it gave them a little bit of distance between the pump station operations and the park operations. One of the areas that received high votes was open meadows. He pointed out an area about the size of a football field where different activities could happen. He showed an area that was named the "promenade loop" which was the bike training area. It was approximately  $\frac{1}{4}$  mile flat. The ten acres is the flattest part of the property. About  $\frac{1}{4}$  of a mile paved path for children to be out on their bike. In the original plan the mountain bike course was approximately 11 acres, and now they have been able to allot approximately  $12\frac{1}{2}$  acres for that. He pointed out the area where two playgrounds were planned and also playgrounds planned on the eastern side of the park. These playgrounds will be a nature theme and will be made of natural products. He pointed out three different picnic shelters, one which has a restroom facility, and two off to the side of the parking lot. He pointed out an area for a volleyball court near the picnic shelter. He pointed out a wooded area that was still flat. Some Commission members felt that it would be important to separate it and still allow access into that for some future development which will be a change to be made in the plans. He showed a slide of the entire park Master Plan including the eastern mode. No changes are being proposed by the Parks and Recreation Commission in this area, it is staying as is from the original 2009 plan. Once they get it on the ground they may have to shift some trails. From a planning standpoint, the planning process was just to incorporate the 10 acres back into the park. The Parks and Recreation Commission will be considering acceptance of the final park Master Site Plan at their January 12, 2016 meeting. They will be reviewing the associated

cost estimates at that time as well. They will be making a recommendation that will be forwarded to City Council for their consideration at a future meeting.

Mr. McLeod advised that during Council's December 1<sup>st</sup> meeting it was the consensus of Council for their desire to rename the park in honor of former Council member Meisner. He advised Council that there was a copy of the City's Public Facilities Naming Policy in their agenda packet. He discussed briefly what was included in the policy. City Council has the sole authority to designate the name of public facilities either in whole or in part. City Council will consider proposals for the naming of a street, park, public open space, building or an area within a park, open space, or building to recognize a person, organization, historical event, geographic location or feature, or a plant or animal indigenous to the Hickory area. Naming proposals originate in one of three ways according to the policy. City Council or an advisory board appointed by City Council proposes a name for a building, park, a street or a public open space. City Council accepts a donation of land, money, materials, and or services where the donor has stipulated a naming will occur to recognize that contribution. An application is received from a citizen or a group of citizens who wish to recommend a naming of a building, park, street or public open space. Of the three naming proposals, the one that will be coming to City Council for their consideration is where City Council is proposing that name. He asked Council for their consensus of how they would like the proposed name to be considered by the Parks and Recreation Commission. Staff proposed Bruce E. Meisner Park.

Mayor Wright suggested Mr. McLeod ask former Councilman Meisner.

Mr. McLeod replied that it could certainly do that.

Council agreed with Mayor Wright's suggestion.

Mayor Wright commented that Mr. Meisner may want his middle initial in there, he may not.

Mr. McLeod advised that they did it based on other park names. For example Glenn C. Hilton Jr. Park and Neill W. Clark Jr. Park.

Mayor Wright interjected Geitner Park.

Mr. McLeod advised that it was Rotary-Geitner Park. He advised Mayor Wright with the consensus of Council that he would speak to Mr. Meisner. He advised that a naming proposal that is originated by City Council for a park is forwarded to the Parks and Recreation Commission for a recommendation. The Parks and Recreation Commission will announce the naming proposal at an open meeting and then call for a public hearing to hear comments on the proposal. Based on City Council's request at the December 1<sup>st</sup> meeting, at the Parks and Recreation Commissions meeting on January 12<sup>th</sup>, they will discuss the process in detail and ask them to call for the public hearing. The public hearing will be held at the February 9, 2016 Parks and Recreation Commission meeting. Once the Parks and Recreation Commission makes the decision on the naming request, the Chairperson, or his or her designee, will present a recommendation to City Council for their consideration and ultimate action and decision. The recommendation for the naming request could come before Council as early as their February 16, 2016 meeting. He asked Council if they had any questions on the Master Plan update, or the naming process that they will follow.

Mayor Wright asked about the estimated cost.

Mr. McLeod advised that Alfred Benesch and Company are working on those cost now. Staff wanted to come back and present a draft plan based on the Commissions comments. The consultants now are developing the cost estimates. When the plan was done in 2009 the cost estimates were 2009 cost, so they are six years old. They are also incorporating the additional 10 acres into the park. They are working on those and they will be prepared to present those back at the Commissions January meeting.

Mayor Wright asked the cost in 2009.

Mr. McLeod advised that the entire park was right at 2.9 million dollars.

Alderman Guess asked if that was before or after the 10 acres.

Mr. McLeod advised that was before the 10 acres. That did not include the 10 acres, and those cost will go up.

Mayor Wright commented regarding the \$2.9 million; at that time the City expected to offset that from the proceeds from the sale of the land. He asked about the \$900,000.

Mr. McLeod advised that has been set aside to go towards the development of the park. The plan was that if the 10 acres was sold commercially then the proceeds from that sale would go to the park development, likewise the Outward Bound donation of \$900,000 has been set aside to go towards the park development.

Mayor Wright commented that he is thrilled to have the 10 highly visible acres on the corner as part of the park. We like merchants, we like retail, but if the demand is there they will find a place.

Mr. McLeod thanked Council for their time.

2. Appointments to Boards and Commissions

**BOND IMPLEMENTATION COMMISSION**

Ward 2 (Alderman Tarlton Appoints) Gayle Schwarz Resigned  
(3 year term expires 2-2-2018)

Ward 5 (Alderman Zagaroli Appoints) Jeff Hale Resigned  
(3 year term expires 2-2-2018)

**COMMUNITY RELATIONS COUNCIL**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

Other Minority VACANT

Other Minority VACANT

**HICKORY REGIONAL PLANNING COMMISSION**

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)

(Appointed by City Council)

Burke County (Mayor to Nominate) VACANT Since 8-6-2008

Brookford (Mayor to Nominate) VACANT Since 6-2006

**INTERNATIONAL COUNCIL**

(Appointed by Mayor with the Concurrence of City Council)

(8) Positions VACANT

**PARKS AND RECREATION COMMISSION**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

At-Large Minority VACANT

**PUBLIC ART COMMISSION**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

Ward 2 VACANT

Ward 3 VACANT

At-Large (Mayor Nominates) VACANT

Mayor Wright nominated Laura Costello to Public Art Commission, At-Large Representative.

**RECYCLING ADVISORY BOARD**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

Ward 3 VACANT

**YOUTH COUNCIL**

(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)

Hickory Career Arts Magnet VACANT

**WESTERN PIEDMONT COUNCIL OF GOVERNMENTS POLICY BOARD DELEGATE**

Nominate Delegate and Alternate

Alderman Meisner is current Delegate

Alderwoman Patton is current Alternate

Mayor Wright nominated Alderwoman Patton as the delegate to the Western Piedmont Council of Governments Policy Board.

Mayor Wright moved, seconded by Alderman Lail approval of the above nominations. The motion carried unanimously.

Mayor Wright nominated Alderman Tarlton as the alternate to the Western Piedmont Council of Governments Policy Board.

Mayor Wright moved, seconded by Alderwoman Patton approval of Alderman Tarlton as the Alternate to the Western Piedmont Council of Governments Policy Board. The motion carried unanimously.

C. Presentation of Petitions and Requests

XII. Matters Not on Agenda (requires majority vote of Council to consider)

XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature

Mayor Wright commented that the ribbon cutting was held for the Catawba Wastewater Treatment Plant which is owned and operated by the City of Hickory. It will be capable of accommodating 700,000 commercial square feet and 2,000 houses.

City Manager Mick Berry advised 1.5 million gallons.

Mayor Wright wished all the Council members, Mr. Crone, Mr. Berry, and staff, a Merry Christmas. He extended to all of the citizens of Hickory a Merry Christmas and Happy Hanukkah.

XIV. There being no further business, the meeting adjourned at 7:44 p.m.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

December 15, 2015

A Special Meeting of the City Council of the City of Hickory was held in the First Floor Conference Room of the Municipal Building on Tuesday, December 15, 2015 at 5:30 p.m., with the following members present:

Brad Lail	Rudy Wright	Hank Guess
Vernon Tarlton	Aldermen	Jill Patton
Danny Seaver		

A quorum was present.

Also present were: City Manager Mick Berry, Assistant City Manager Rodney Miller, Assistant City Manager Andrea Surratt, City Attorney John Crone, Deputy City Clerk Sarah Prencipe and City Clerk Debbie D. Miller

Staff Present: Governmental Affairs Manager Yaidee Fox, Parks and Recreation Director Mack McLeod, Public Services Director Chuck Hansen, and Planning Director Brian Frazier

Freese Nichols Present: Charles Archer, Mike Wayts, and Morgan McIlwain

Present from the Bond Implementation Commission: Chair Burk Wyatt and Vice Chair, Allison Holtzman; Charlie Dixon, Susan Smith Walker, Mike Thomas, Frank Young, Cliff Moone, Paige Brigham, Rob Dickerson, Anthony Laxton, Suzanne Trollan, Jennifer Bean, Charlie Hayes, and James Tilton

- I. Mayor Wright called the meeting to order. All Council members were present except for Alderman Zagaroli.
- II. Review the Four Options Developed by the Bond Commission

Mr. Charles Archer from Freese Nichols advised that he would update City Council on what the Bond Commission did at their last meeting and where they are at in the process. He advised that they are close to having a recommendation from the Bond Commission for Council's consideration within the next month. He commented that they wanted to update Council on where they are, where they are headed, and get their feedback to make sure that everyone is on the same page. The Bond Commission met last Tuesday night and had a good meeting. They went through a polling process in November with each of the subcommittees getting their preferences and they reviewed what the results of that data showed. They went over that data again briefly with the Bond Commission at their last meeting. He advised Council that data information was at their seats, which included data sheets on all of the various projects, the nine streetscapes, the five gateways, the three Riverwalk options, the Citywalk and some of the various amenities associated with Citywalk. At last week's meeting Freese and Nichols prepared three different options and presented those three options. They all had different logic behind them based on the data they had received from subcommittees. They presented those in small group settings to the Bond Commission last week. They ask each of those small groups what they liked and disliked about that particular option. They captured the information on a flip chart and then reported that back out to the full group. One of the things that they heard was that they liked the connectivity, but they also had some that disliked it, which there was some difference of opinions there. They divided the Bond Commission into four groups and charged them to either endorse one of the three options that Freese Nichols had prepared or to craft their own. Three of the groups decided to craft their own and one group actually endorsed one of the options. They were given 30 minutes to do this with a few rules. They only had \$35.5 million dollars. The bond amount is \$40 million dollars, and \$5 million dollars has been set aside for the business park. They rounded up to \$35.5 million dollars. Some of the options were below \$35 million dollars and some were slightly above. They got a lot of good feedback from that. He showed a short video of the Bond Commission meeting previously held where the options were discussed. He noted that you could see the excitement and the engagement of everyone in the room.

Mr. Archer advised City Council that they had done a great job appointing the Bond Commission. They have worked hard, they are passionate, and excited about the future of Hickory. He noted when you look at all these projects it is about \$75 million dollars. Trying to pair it down to what you can do with the \$35 million dollars. The City had recently been notified of the STP money in the amount of \$9.6 million which is hoped to be available in 2020 for the Citywalk. They are not counting that before it comes to fruition. That is why they focused on the \$35 million dollars, but there are some contingencies in the process for additional funds like the STP funds, other grant funds, and another cycle of the TIGER grant coming up in 2016, so there is another opportunity there to continue to do more projects. He advised that was just an overview but they wanted to get Council's feedback of the direction that the Bond Commission is headed. He advised that Mike Wayts and the Bond Commission would discuss the options with Council and get their feedback.

Mr. Mike Wayts of Freese Nichols echoed what Mr. Archer had said that they had a couple of great meetings with the Bond Commission and they did an amazing job. He was excited to share the options that they had come up with. He explained the layout of the maps that were displayed on the wall. On the first map he pointed out Interstate 40, and Highway 321. He advised that all of the maps had outlines for all of the projects on them. The ones with solid fill would be included for that particular option. If it was not solid filled it was not included with the option. They all had a summary box section that contained which Riverwalk, and streetscapes and gateways options. The right side was all Citywalk. The top piece was called Citywalk greenways where they took the "spine" of Citywalk and broke it up into eight different pieces. When he referred to "spine" it was the trail itself, all the landscaping and water features immediately adjacent to that trail. There

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were also several little areas where plazas and various features that were included. He advised there was also Citywalk amenities in the detail sheets that breaks out the amenities. They tried to go back through and start breaking out some of the pieces of Citywalk that could be built outside of the spine at a later time like Fountain Park, Center Street Plaza, improvements to Union Square, and the roundabout at 2<sup>nd</sup> Avenue. Each option had slight variations on those amenities. He advised that each section was totaled and the total goal was to be no more than \$35.5 million dollars. There was an additional funding box to build in some contingency for additional funding like the STP funding, and the potential TIGER grants, or other grant programs. Every option contained the next three projects in priority order from top to bottom. These projects, especially with the STP funding looked very promising and would have a real potential to be included in the bond program.

Mr. Wayts discussed the option developed by Freese Nichols, Option A. They tried to create different perspectives for each of the three options that Freese Nichols developed. The theme or perspective of this option was connectivity. They started at Highway 70 and had a streetscape for Lenoir Rhyne Boulevard being one of the projects. Lenoir Rhyne and Interstate 40 gateway project was included in this option. A portion of Lenoir Rhyne Boulevard had already been improved. He advised that will give connectivity all the way up to Highway 70, up to Citywalk. The Citywalk project, and streetscape 7, 8, and 9, which make up the Citywalk/Riverwalk connection. He pointed out the Riverwalk and the Lackey project. The ideal of connectivity all the way from the southeast side of Highway 70 to Highway 321 to the northwest quadrant of the City. He discussed the summary section: this option had Riverwalk Option 2 which was the \$8.5 million dollar option versus the \$12.6 million dollar option; from the polling information on the Bond Commission streetscapes included the four highest rated streetscapes, streetscape 4 Lenoir Rhyne Boulevard was the highest rated, and 7, 8, 9 where the next three after that which formed the connection between Citywalk and Riverwalk. It included the two highest gateway projects, which were Lenoir Rhyne and Interstate 40, Highway 70 and Highway 321. It included the entire spine of Citywalk. From the polling information received from the Bond Commission everybody felt that they needed to build the entire spine and add amenities in over time that you can afford now. The amenities included the pedestrian bridge which is located where Citywalk crosses Highway 127. The original vision from LandDesign was an iconic type bridge. The feedback from Bond Commission was that is what they wanted there, that is why it was broken out as a separate amenity. There was Union Square improvements; 2<sup>nd</sup> Avenue NE realignment, which is the roundabout where Citywalk intersects 2<sup>nd</sup> Avenue; and Main Avenue improvements from 1<sup>st</sup> to 3<sup>rd</sup>, which is improvements on the south side of the railroad tracks near the revitalized mill where Transportation Insight is located, which helps connect that area to Citywalk by putting the sidewalk on the south side making that connection. He advised that made up \$35.4 million dollars. The additional projects included were: streetscapes 6, which is Highway 127, which would be the first priority to get added with additional money; two of the Citywalk amenities, the depot station area, which is the parking structure near Union Square; and Main Avenue improvements 3<sup>rd</sup> to 5<sup>th</sup>, it takes the sidewalk on the south side of the tracks and takes it from 3<sup>rd</sup> Street to 5<sup>th</sup> Street and extends the connection program.

Mr. Wayts advised that there were four craft your own tables that had broken out in the Bond Commission meeting. One of those tables went through the process of crafting their own option, and then got to the end and chose Option A that was presented by Freese Nichols. The other two developed crafted their own option which were extremely similar to Option A. He asked Mike Thomas to come to the front and explain why his group had endorsed Option A.

Mr. Mike Thomas advised that he was a member of the Chairs and Vice Chairs that was in Group 3. They endorsed Option A and it was a unanimous decision of that group after some back and forth and in-depth discussion. He commented that one of Group 2's option changes was looking at the most iconic version of the Riverwalk as an immediate option if funds become available. His group had thought about that and their perspective, and the sentiment was true in some other groups, there are some advantages to the intermediate version of the Riverwalk because of the changes in topography and the different scenery and addition of shade. They preferred the second option of Riverwalk over Option 1 version. He commented from the perspective from the Citywalk Subcommittee, which he is Vice Chair of, they had a session early on where they talked more abstractly about the Citywalk project, and goals and design. There was one piece in there that their subcommittee thought was pretty significant, but because there was so much design work from LandDesign it didn't really make sense to go back in and try to build it for costing purposes yet, but you will see subcommittees starting to talk to folks about it, which is finding a way to connect Citywalk over to the SALT Block and down to the Ridgeview Library and Community Center. They didn't get into that yet because they already had so much from LandDesign to work with. Don't be surprised when you hear his subcommittee talk about that later on.

Mr. Burke Wyatt commented that Council had appointed members from all the quadrants of the City, they are represented on the Bond Commission, and there is great teamwork amongst all the members of the City. Hopefully it will help focus the discussion and the recommendation for what Council has to decide. There is a lot of enthusiasm and participation as was shown in the video. It was really inspiring to see people take so much interest in our City to do those kind of things. He was enthused by what is going on. He travels a lot and gets to see it. He is glad to see the City considering it, and taking the initiative to do it. He applauded Council for doing that. He was in a group with Mr. Charlie Dixon. They liked Option A, but tweaked it a little bit. Instead of spending some money downtown on Union Square, they thought that had had some attention, they thought it should be spent at Lenoir-Rhyne and do some plantings there. They put a gateway at the entrance off of Highway 321 to go into the Crawdads stadium. That bridge is going to land right there. That was the only change between Option A and Group 1's option.

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They decided that on the alternatives, if there is some extra money, then they would add Springs Road in. Otherwise it is the same.

Alderman Lail requested some discussion about the change at Lenoir Rhyne on the eastern side of the Citywalk. He asked if it was listed as an amenity in the package.

Mr. Wyatt advised that there were a bunch of plantings right there. Where you come up Lenoir Rhyne Boulevard you have to turn to go down Main Street.

Mr. Wayts advised that it was on page 9 of 10 on the left hand side.

Alderman Guess asked if that took into consideration the clover leaf off of Interstate 40.

Mr. Watys advised that was part of the gateway and they had talked to the Department of Transportation and had met with them about the clover leaf change that they are going to do. They had coordinated that to where that will work with the gateway option.

Mr. Wyatt commented that one thing that he had been pushing with the Bond Commission was that there are a lot of great ideas that are on here. The ones that don't get selected, they should be put on a long-range plan. He thinks that you build a backbone to make it happen and then the other stuff comes later. He thinks that is how they should accomplish it so we can help give all the quadrants of the City something at some point down the road when the funding happens. If you will build it they will come. You have got to start with something and if you don't have it coordinated like it has been fashioned here, we may be missing it.

Mr. Wayts commented about prioritizing the rest, the exercising that they did with the Streetscapes Committee, is a starting point, all of the streetscapes are already ranked. Whatever doesn't get picked they already have all of the rest of them ranked, all the gateways ranked and all the different Citywalk amenities ranked.

Ms. Allison Holtzman, Vice Chair of the Bond Commission discussed her group which was Group 2. This group wanted to start fresh. There was different first impressions but this group ended up close to Option A. After much discussion they all agreed on having the connection all the way up which would allow people to go from downtown to the Riverwalk. That would make Hickory a destination. We are talking about economic development and that connection is a destination in itself. Building that first will allow other things to come later. She commented that a lot of it was the same, and everything was a great idea. This group ended up putting the Riverwalk as a first possible option of switching it to Option 1. That was not a unanimous decision within the group, it was pretty divided. They brought it up for a point of discussion because that is something that they really need to look at, what is the best option there. Is it changing topography? Is it having that view? Or is it building it all along the water? We only have one shot because that is not something that we can do later. We have to figure out what is best for our City. A lot of them were very happy with Option 2. It is not a compromise it is figuring out what is going to be the best fit for that space. The depot station was second, and then 127 as an option.

Mr. Wayts advised that the only difference between Option A and their option was they swapped out Riverwalk Option 1 for Main Avenue.

Mr. James Tilton commented that they also had a lot of discussion about Old Lenoir Road and the potential there. There are already businesses and some are empty buildings. If that is through this area, that could be a real selling point for Hickory. That could be a big business area. If they had a fourth it would be Springs Road. That would be fantastic as well because of the continuity all the way through.

Ms. Holtzman commented that there are already sidewalks there too.

Mr. Wayts commented that of the three that they developed they tried different perspectives. The perspective on Option B was geographically trying to spread the projects out throughout different parts of the City. You inherently lose connectivity with this option. He commented that everybody liked the idea of spreading it out, but they like the idea of connectivity more. Mr. Wayts summarized this option: this was also Riverwalk Option 2; for the streetscapes there was Lenoir Rhyne as the highest rated streetscapes, and Old Lenoir Road; they skipped over the next two highest rated streetscapes which were 8 and 9, and skipped over to streetscape 5 to geographically spread it out. He advised that was Springs Road. As an additional streetscape project the first priority was Highway 127; gateways were Lenoir Rhyne and Interstate 40, which was the only gateway included in this option. He advised that the entire Citywalk spine was proposed. The amenities were the pedestrian bridge, Union Square, the 2<sup>nd</sup> Avenue roundabout, and the Main Avenue improvements 1<sup>st</sup> to 3<sup>rd</sup>. This was exactly the same as Option A, and group 2. The other additional projects were the depot station area for Citywalk, and as a third priority if additional money was available switching this option from Riverwalk 2 to Riverwalk 1. He explained that Riverwalk 1 was \$12.6 million dollars and was a 100 percent waterfront trail the entire way. Riverwalk 2 about 50 percent of that is waterfront trail, and then it moves at least 50 feet back off of the edge. Instead of it being a boardwalk it gets cut into the side of the hill. There would be a 4 foot retaining wall on the uphill side, and a 4 foot retaining wall on the downhill side. That was the main difference between the two, 50 percent of it is cut into the side of the hill the other 50 percent is waterfront. The difference in cost was approximately \$4.1 million dollars.

A Bond Commission member commented that on this one you have the City street Springs Road. He advised that he was in a different group and they were thinking about adding that to their map but they didn't because it didn't include the bike path, it was only for sidewalk. No one included

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127 in their maps and it doesn't include a bike path either. They felt that connecting everything was more important than having just a regular sidewalk. The improvement at Lenoir Rhyne is not a bike path, but it does add more beauty coming into Hickory. That map, with that improvement is not a bike path.

Mr. Ways advised that they had asked for feedback from the Bond Commission on which roads made sense to have bike paths. He discussed Option C. There was definitely a divide between Riverwalk Option 1 or 2 among the Bond Commission. Every other option had Riverwalk Option 2, so the focus of this option was how to fund Riverwalk Option 1 in the \$35 million dollars, and not lose this connectivity between Riverwalk and Citywalk. Riverwalk Option 1 was proposed on this map. In order to accomplish that they sacrificed Lenoir Rhyne Boulevard, which was not viewed favorably by the Bond Commission. This project was sacrificed, which is the highest rated streetscape, but they did the next three highest rated streetscapes, which are 7, 8, and 9, to connect Citywalk and Riverwalk. They did put streetscape 4 before Lenoir Rhyne Boulevard as the first priority if additional money is available. Also for streetscapes 127 was the second priority. For gateways Lenoir Rhyne and Interstate 40, which was the highest rate gateway. Just like every other option it contained the entire spine of Citywalk. The amenities were very similar, the pedestrian bridge, Union Square, Main Avenue improvements from 1<sup>st</sup> to 3<sup>rd</sup>. The only one missing on this option was the 2<sup>nd</sup> Avenue roundabout. That was also lost to fund that more expensive Riverwalk option. The depot station area was proposed as the next Citywalk amenity as a third priority. He asked Paige Brigham to the front to discuss Group 4, which was a very similar option to Option 3.

Ms. Paige Brigham thanked Council for allowing them to do this, and she commented that it was a very high honor to be part of the planning of the future. She said that it was a great group to work with and they had a good time. She discussed Option C. They had a lot of dissent at their table at first, but they came together and came up with a consensus that really satisfied the majority of the people at the table. The art of a successful negotiation is that everybody walks away from the table equally dissatisfied. They did that very well. The differences between Group 4 "craft your own" and Option C were they thought it was not acceptable to eliminate streetscape number 4 for a number of reasons. This streetscape serves a population that walks out of need. They walk out of necessity and not for recreation. Streetscape 4 had to go back on the list. They traded off streetscape number 8, because 12<sup>th</sup> Avenue is already a residential area with sidewalks which could be improved later and it would still give the connectivity that they all had as a goal. Connectivity was very important to this group and also to preserve Riverwalk Option 1 and keep the boardwalk along the water in its entirety. These three major groups, Riverwalk, Citywalk, streetscapes and gateways contain a lot of options, but Riverwalk is self-contained. It is one and done. You either go for the iconic boardwalk along the water or you lose the opportunity. They felt it was very important to keep the Riverwalk entirely along the water and the later things that provide the shade, the grade changes, and the opportunities to get out of the woods could be done later as amenities to Riverwalk Option 1. They also added gateway 1, at Highway 70 and Highway 321, because another goal of the group was to have this touch all four quadrants of the City as much as possible while preserving the backbone. In order to achieve that they eliminated all of the amenities of Citywalk with the exception of the iconic bridge, because those are things that can come later as individual projects. The foundation, the connectivity, all the way from exit 125 up the Citywalk and all the way to Riverwalk is preserved, and they also get a gateway in the southwest section of the City. Their three projects changed from the original Option C with the 2<sup>nd</sup> Avenue realignment for Citywalk becoming the number one priority, which is the roundabout that was discussed earlier. The number two priority was streetscape number 6 which is the 127 option. Their third priority was streetscape number 8 which had received the lowest ranking because by removing that one they haven't eliminated the connectivity, they have just approached it a little bit differently.

Ms. Allison Holtzman thanked staff and Freese Nichols, because it is amazing to have a 42 person Bond Commission working that well together and everyone spoke. Everyone had a voice. She thanked them for the process going so well.

Mr. Ways discussed the schedule which was getting shorter and shorter. The next Bond Commission meeting is January 13, 2016. He advised that the most important part of this meeting was to get feedback from Council to give to the Bond Commission. The goal at the next Bond Commission meeting is to get a consensus and to get them to make a recommendation back to Council. The recommendation would go to Council at their meeting either late January or early February. He advised that Freese Nichols is prepared, once they hear Council's feedback, to make a recommendation to the Bond Commission at the next meeting and help facilitate them through that consensus process. Mr. Ways asked Mr. Archer to pass out "dots" to Council. He explained that at the Bond Commission's last exercise they had put dots on each of the maps, and those dots had been covered up. That would be revealed after Council had an opportunity to review the maps and place their dots on the maps.

Council examined and discussed the different options and placed their "dots" on the maps. Mayor Wright, Alderman Lail and Alderman Seaver selected Group 1. Alderman Guess selected Option A, and Alderman Tarlton and Alderwoman Patton selected Group 4.

Mr. Ways revealed the "dots" from the Bond Commission. He commented that it was extremely consistent. He advised of the "dots" on the maps; one map had received eight "dots" from the Bond Commission, and one from Council, another map had six from the Bond Commission and one from Council, another map had four from the Bond Commission and none from Council. All three of the options were extremely similar. Option B had one from Bond Commission, Option C had no votes at all.

December 15, 2015

Group 4 had eight from the Bond Commission and two from Council. It appeared that everyone was on the same page. He asked Council members for their feedback or comments.

Alderwoman Patton commented that she felt that it was so important to get the Riverwalk right the first time. If you don't you have lost it. Connecting it to the Lackey project, and that is iconic all the way around. She would love to see the connection with Old Lenoir Highway and then drop off the gateway.

Alderman Lail thanked the Bond Commission for their work. It was his opinion for the experience of the user on the Riverwalk, you can achieve the same thing 50 feet back, that you can get out there on the water. Particularly if you have some elements on the water. From a user experience, if he is out there the slopes are so steep, you are going to have some great vistas and views out over boulders, outcroppings, and everything else. To build a boardwalk all the way in the water, sometimes the lake is not particularly clean and sometimes it smells. From a user's experience that "middle of the road" option can provide that now. From the perspective of the motoring public coming over 321 that is something that will have to be addressed on how to make that pop. That is a different discussion than the whole length of the Riverwalk being on the water.

Alderman Tarlton commented that his dream of the Riverwalk would be for it to be a level trail. People could push a stroller down or wheelchair down, and end at the Lackey project. Be one continuous trail. If it starts having undulation of the grade it is going to be harder to maintain and less used. If you put it 50 feet off of the water it is going to have large variations in grade. It is going to be up and down, more like a golf cart trail than a nature trail.

Alderman Guess asked if that had been addressed and if it was factual. If you do it that way will it limit access for people that might be handicapped?

Mr. Wayts commented not necessarily. They have looked at it from an ADA perspective. The most significant change is going to be when you go from being at the water, you have to make a gradual transition up hill. There will be a section there that will have to be ADA compliant, which is no more than 5 percent longitude slope. Once you get a certain distance back, you may have to go 60-70 feet back versus 50. At that particular distance back, you are at a certain height, and you are going to stay fairly flat along that side of the hill. Once you make the transition from the waterfront back into the side of the mountain they will keep it fairly flat.

Alderman Tarlton asked how long that grade would be.

Mr. Wayts commented several hundred feet.

Alderman Tarlton thought it would be more than that.

Mr. Wayts responded that it might have been 1,000 feet in that range. You have to go very gradual as you go up that hill to keep that grade.

Alderman Guess commented that in his mind he compared this to the Blue Ridge Parkway. You have parts of it that juts out and are real iconic and then there are other parts that even go through tunnels and a different scenario and a different view. That was his ideal on Option 2. There is a little bit of both. As long as it doesn't inhibit people with handicaps from being able to access it. If Option 1 is the only option that allows that, then perhaps they are compelled to do that. But if the other options are going to allow that same access, then that is a different story.

Alderman Tarlton commented that 1,000 feet at the same grade is a long way to push a wheelchair.

Alderman Guess commented that is a four million dollar savings and that money could be spent obviously doing other things.

Alderwoman Patton confirmed that there was a 30 percent contingency. She didn't think that it was going to cost that much.

Alderman Tarlton commented that contingencies could go both ways.

A Bond Commission member commented that they would also have to work with Duke Energy as well. They don't know what Duke Energy will allow them to do. We may end up being somewhere between one and two which could save a couple of million. It also may help satisfy the ADA requirements and other things. We don't know what they are going to allow us to do on the river.

Mr. Watys interjected that they had met with Duke. They had talked about the FERC process. They showed them Option 1 at that time because it was the only one that had been developed. There are parts of Option 1 like the overlooks, and near the water treatment plant where the water intake is at, that is completely over and on the water. That is the only part from a FERC standpoint that they regulated. The waterfront piece, where you are actually adjacent to the water, but you are not out over the water is not part of the FERC process. They looked at what they had for Option 1, and they said for the amount of the Riverwalk that is actually on the water or over the water, you could probably do a little bit more, but they didn't want them to do the entire thing over the water. The waterfront piece is fine. He felt comfortable that they would allow Option 1 as it is today.

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Mayor Wright commented that he was the third "dot" on Group 1. He liked staying on the lower end of the cost for the Riverwalk. He was also a gateway person. He really liked the gateways. It has one or two extra gateways over the others.

Alderman Guess liked Group 2's connecting the SALT Block to the Ridgeview Library. That is a relatively short piece when you compare it to all the rest. He liked that concept. He would like to see that come sooner rather than later and maybe added as an option to be plugged-in somewhere. He felt that was a valuable piece.

Mr. Wayts advised that they anticipate when a designer is on board to design Citywalk that they will work with the Citywalk Subcommittee. He anticipated that being a comment that they will want them to explore.

Alderman Tarlton asked when we get the designer on board will they be given strict marching orders of what Council decides, or will they be able to still go back and say okay this is actually going to cost more or this is going to cost less.

Mr. Wayts commented that they have gone through a process where they would ideally like Council, Bond Commission, and the citizens at large to be somewhat on the same page. Which he felt they were getting really close to that. They have put together what they considered to be realistic budget numbers. They will be given a budget number that they are held to. There will be deviations, and parts of it that is cheaper, and some that are more expensive, and some ideas that pop up along the way. It will continue to evolve through the design process. Ideally they will tell the designer that they want them to figure out a way to incorporate this without increasing the budget, but along the way they may come back and address Council and tell them that a project may require more budget. We are adding this to it or we saved money over here and we are moving money over between projects.

Alderman Tarlton asked if either of the Riverwalk options had a boat landing on the City's property.

Mr. Wayts advised that there was a City owned boat launch right next to 321, and there are canoe launches on all three options. All three options are exactly the same thing.

Public Services Director Chuck Hansen clarified that the boat ramp is really for governmental use. It is not focused for the public. The water plant, Duke, and Wildlife use the one lane slip.

Alderman Tarlton commented that he was hoping that would be eventually opened up to the public.

Mr. Hansen advised that parking use to be the issue. As part of Duke's FERC relicensing, one of the programs in our area, as part of that relicensing was to expand Wittenburg parking area some.

Alderman Tarlton asked if there was a boat launch at the Lackey center as well. There is one existing there now.

Mr. Hansen advised that a canoe launch was the conversation, but no trailers. Again parking is the issue.

Alderman Tarlton commented that there is nothing on the south side of the lake.

Mr. Hansen commented that parking has a lot to do with that.

Mr. Wayts asked for additional questions or comments. He thanked Council for their help, and input, and he felt that the Bond Commission would as well. He looked forward to seeing everyone next month.

III. There being no further business, the meeting adjourned at 6:34 p.m.

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Mayor

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City Clerk

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Terry Clark, Airport Director**  
**Contact Person: Terry Clark**  
**Date: December 3, 2015**  
**Re: 2015 Loan Renewal Agreement**

**REQUEST**

Staff requests City Manager Berry's approval by signature of the 2015 Loan Agreement with the National Museum of the United States Air Force under their Static Display Program for loan of aircraft to the City of Hickory.

**BACKGROUND**

The City has taken part in the US Air Force's Static Display Program for many years whereby certain aircraft are on loan to the City for display by the Hickory Aviation Museum. In return, the Hickory Aviation Museum agrees to maintain and ensure the preservation of said aircraft in good condition while furnishing the Air Force with photos and for the aircraft to remain prepared for expedition and periodic inspection.

**ANALYSIS**

There are no City budgetary requirements under this agreement. The Hickory Regional Airport currently has on loan two (2) aircraft that fall under this agreement. They are a F-105B and T-33A.

**RECOMMENDATION**

Staff recommends approval of said Loan Agreement for 2015.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Terry Clark  
Initiating Department Head

12-3-15

Date

Deputy City Attorney, A. Dula

Date

Rodney Miller  
Asst. City Manager, Rodney Miller

12-29-15

Date

Asst. City Manager, A. Surratt

Date

Melissa Miller  
Finance Officer, Melissa Miller

12-30-15

Date

Bo Weichel  
Purchasing Manager, Bo Weichel

12-30-15

Date

\_\_\_\_\_  
Date

Recommended for approval and placement on \_\_\_\_\_ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

M. Berry  
City Manager, M. Berry

12/30/15  
Date

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)  
STATIC DISPLAY PROGRAM**

**2015 LOAN AGREEMENT, SDA0180**

**1.0. Parties.** This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective as of 1 April 2014 between the United States of America, or, "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," and the CITY OF HICKORY hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of NC and located at HICKORY. The Government hereby establishes with the Borrower a loan agreement for U.S. Air Force (USAF) historical property for the period commencing 1 April 2015 and ending 31 March 2016. This agreement is not transferable.

**2.0. Borrower Obligations/Costs.** The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

**3.0. Loaned Property.** The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

**4.0 Loan Conditions.**

**4.1.** The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property.

**4.2.** The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

**4.3.** The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

**4.4.** The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

**4.5.** The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

**4.6.** Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

**5.0. Use as Security, Sale or Lease.** The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend, or exchange the Property under any circumstances.

**6.0. Professional Photography.** The Borrower shall not make or allow the use of the Property in any manner for commercial use, such as still or motion video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

**7.0. Incident Reporting.** The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

**8.0. Title.** The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

#### **9.0 Receipt, Custody & Liability.**

**9.1.** This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2015.

**9.2.** The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

**9.3.** The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

**9.4.** The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

**9.5.** The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

**9.6.** The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

#### **10.0 Borrowers Responsibilities.**

**10.1** The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from

possession and/or use of the Property.

**10.2** The Borrower agrees to report as requested to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

**10.3** The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

#### **11.0 Initial Loan Agreement Requirements.**

**11.1** The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (i.e. SD-2000-0136.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object.

**11.2** The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

#### **12.0 Annual Loan Renewal Requirements.**

**12.1.** The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (i.e. SD-2000-0136.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object and its current condition.

**12.2.** The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

**12.3.** The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

**12.4.** The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

### 13.0 Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. \_\_\_\_\_, but painted and marked to depict (nomenclature, Serial No. \_\_\_\_\_, assigned to the (unit and/or person) in (location or theater) during (year)".

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the model, design and series (i.e. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

### 14.0 Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

### 15.0 Loan Termination.

15.1. **The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property by the Lender shall be made at no cost or expense to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.2. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.3. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.4. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for military

*Revised December 2014*

requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

**16.0. Dispute Resolution.** In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will have exclusive jurisdiction over such disputes.

Executed on behalf of the Lender this Tenth Day of December 2014 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA

OCHS.PATRICIA.A.1230366671

Digitally signed by OCHS.PATRICIA.A.1230366671  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USAF,  
cn=OCHS.PATRICIA.A.1230366671  
Date: 2014.12.10 13:00:30 -05'00'

By: PATRICIA A. OCHS  
Title: Static Display Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC  
1100 Spaatz St  
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-4770

Fax Number: (937) 656-4081

Email: [patricia.ochs@us.af.mil](mailto:patricia.ochs@us.af.mil)

ACCEPTANCE

The Borrower, through its authorized representative hereby accepts responsibility of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this \_\_\_\_\_ day of \_\_\_\_\_ 2015,

CITY OF HICKORY, HICKORY, NC

(Name of Borrower/Organization)

By: \_\_\_\_\_  
(Signature)

(Typed or Printed Name & Title)

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT 1****NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)  
LOAN AND STATIC DISPLAY PROGRAMS****INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE  
VEHICLES****SECTION A - GENERAL****A. Information:**

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

**B. Security Requirements:**

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
  - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
  - b. Riveting the door securely to the jamb section.
  - c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

### **C. Maintenance Records:**

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).
2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).
3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.
4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

## **SECTION B - REQUIREMENTS**

### **A. Prepare Powerplant for Display:**

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).
2. Clean excess oil and grease from exterior components of engines (if applicable).
3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.
4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.
5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

### **B. Prepare Landing Gear:**

1. Clean and preserve strut.
2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

#### **C. Prepare Hydraulic Systems:**

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

#### **D. Prepare Electronic Systems:**

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

#### **E. Prepare Airframe:**

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

#### **F. Prepare Control Surfaces:**

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

#### **G. Radiation Safety:**

**No radioactive components will be reinstalled by the borrowing organization.** If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

#### **H. Final Preparation:**

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

#### **I. Coordination:**

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

## ATTACHMENT 2

### NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

#### INSTRUCTIONS FOR THE CARE OF ARTIFACTS

##### **A. Information:**

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.
2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

##### **B. General Guidelines for Artifacts:**

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:
  - a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.
  - b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.
  - c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.
2. Contact the NMUSAF Conservator for guidance if needed.

**C. Damage Threats to Artifacts:** The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 68 degrees and 50% relative humidity. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

**D. Conservation:** Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

**E. Storage:** All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue

paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

**F. Handling:** Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

**G. Display:** Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

**H. Shipping:** Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

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**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office  
**From:** Chuck Hansen, P.E., City Engineer  
**Contact Person:** Rik Patton, P. E.  
**Date:** October 29, 2015  
**Re:** Falling Creek Road Bridge Replacement

**REQUEST**

Staff requests approval of an offer to purchase two properties for the construction of a replacement bridge on Falling Creek Road. Both properties are owned by Patricia Annas Link and Walter Michael Annas and are located near the intersection of Falling Creek Road and 2<sup>nd</sup> St. NE in Hickory.

**BACKGROUND**

These purchases are necessary for completion of the Falling Creek Road bridge replacement project. These properties will be rendered unbuildable and unusable by the construction of the project. The right of way consultant recommends that the City purchase the two parcels for those reasons and the property owners have requested that the entirety of both lots be purchased for the construction of the bridge replacement project.

**ANALYSIS**

These two properties are vacant and identified as Parcels 2 and 3 on the project drawings. Realignment of 2<sup>nd</sup> St. NE for this project will render these two properties useless. While the realignment of 2<sup>nd</sup> St. NE will require leaving a significant portion of both tracts, the remainder of both are largely within the flood zone of Falling Creek. Location within the flood zone prevents building on the tracts. The appraisers hired for this project recommend purchase of the lot. The negotiated offer for the properties represents 13% and 20% above tax value for the lots. This purchase is necessary for the construction of the replacement structure over Falling Creek to replace the existing bridge. TGS Engineers, who contracted with the City for design services on the bridge replacement project, is responsible for the property acquisition negotiations. The purchases were negotiated for the value of twelve thousand, five hundred and 00/100 dollars (\$12,500.00) each for a total of twenty-five thousand and 00/100 dollars (\$25,000.00) in exchange for the properties. These funds are 80:20 and 80% of this expenditure amounting to \$20,000 will be reimbursed to the City by NCDOT, leaving \$5,000 as the City's portion of the cost.

**RECOMMENDATION**

Staff recommends approval of the purchase of the properties owned by Patricia Annas Link and Walter Michael Annas, located at near the intersection of 2<sup>nd</sup> St. NE and Falling Creek Road and described as PIN 3714-06-38-1685 and PIN 3714-06-38-2817, respectively.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE: #36,907

061-5460-577.72-03

**Reviewed by:**

Chuck Hansen 12-4-15  
Initiating Department Head Date

Amata M. Dula 12-4-15  
Deputy City Attorney, A. Dula Date

Rodney Miller 12-7-15  
Asst. City Manager Rodney Miller Date

A. Surratt 12-7-15  
Asst. City Manager, A. Surratt Date

Melissa Miller 12-8-15  
Finance Officer, Melissa Miller Date

Bo Weichel 12-7-15  
Purchasing Manager, Bo Weichel Date

\_\_\_\_\_  
Date

Recommended for approval and placement on \_\_\_\_\_ Council agenda (as  
Consent, Public Hearing, Informational, Department Report, etc).

[Signature]  
City Manager, M. Berry

\_\_\_\_\_  
Date

REVENUE: \$50.00

**DO NOT PUBLISH**

LRK(REID): 62900  
LRK(REID): 62899

PIN NO: 371406381685  
PIN NO: 371406382817

THIS INSTRUMENT WAS PREPARED BY DAVID L. ISENHOWER, ATTORNEY AT LAW,  
P.O. BOX 1627, CONOVER, NC 28613

**NORTH CAROLINA GENERAL WARRANTY DEED**

**THIS DEED**, made this 21<sup>st</sup> day of October, 2015, by and between PATRICIA ANNAS LINK, divorced, and WALTER MICHAEL ANNAS and wife, SARA JEAN ANNAS, P.O. Box 145, Woodleaf, NC 27054, **GRANTOR**; and CITY OF HICKORY, a Municipal Corporation duly organized and existing under the laws of the State of North Carolina, P.O. Box 398, Hickory, NC 28603, **GRANTEE**.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**WITNESSETH**, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Hickory, Hickory Township, Catawba County, North Carolina, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORORATED HEREIN.

The property herein conveyed is not the Grantor's primary residence.

**TO HAVE AND TO HOLD** the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Patricia Annas Link (SEAL)  
PATRICIA ANNAS LINK

✓ Walter Michael Annas (SEAL)  
WALTER MICHAEL ANNAS

✓ Sara Jean Annas (SEAL)  
SARA JEAN ANNAS

STATE OF NORTH CAROLINA

COUNTY OF Heard

I, a Notary Public of the County and State aforesaid, certify that PATRICIA ANNAS LINK personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 21<sup>st</sup> day of October, 2015.



Dianne Watson  
NOTARY PUBLIC  
Dianne Watson  
Type or Print Name of Notary  
My Commission Expires: 2-14-18

STATE OF GEORGIA

COUNTY OF Heard

I, a Notary Public of the County and State aforesaid, certify that WALTER MICHAEL ANNAS and SARA JEAN ANNAS personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 21<sup>st</sup> day of October, 2015.



Dianne Watson  
NOTARY PUBLIC  
Dianne Watson  
Type or Print Name of Notary  
My Commission Expires: 2-14-18

## EXHIBIT A

TRACT NO. I - BEGINNING at an iron stake in the Northern margin of Falling Creek Road and runs thence with the margin of said road, North 76 degrees 01 minutes West 175 feet to an iron stake in the Southern corner of Lot No. 18; thence with the line of Lot No. 18 North 19 degrees 14 minutes East 45 feet to a point in the Southern corner of Lot No. 19; thence with the line of Lot No. 19 North 38 degrees 10 minutes East 132.0 feet to an iron stake, the Southern corner of Lot No. 16; thence with the line of Lot No. 16 North 86 degrees 55 minutes East 64 feet to an iron stake in the Western boundary of Meadow Lane Road; thence with the margin of Meadow Lane Road South 6 degrees 58 minutes East 181.6 feet to an iron stake; thence in a Southwesterly direction with a setback line, situated 15 feet from the theoretical point of intersection of the Western margin of Meadow Lane Road and Falling Creek Road to the point of BEGINNING, being all of Lot No. 17 of Block No. I of the Mrs. Walter A. Killian (now Nora B. Shook) property as shown by a plat thereof duly recorded in the office of the Register of Deeds for Catawba County in Plat Book No. 10 at page 46 to which plat and the record thereof reference is hereby made for a more complete description.

TRACT NO. II - BEGINNING at an iron stake in the Western margin of Meadow Lane Road and in the Southern Corner of Lot No. 15 and runs thence with the line of Lot No. 15 North 36 degrees 40 minutes West 172.0 feet to an iron stake in the Western corner of Lot No. 15 in the line of Lot No. 7; thence with the line of Lot No. 7 South 77 degrees 25 minutes West 85 feet to a point in the line of Lot No. 20; thence with the line of Lot No. 20 and the line of Lot No. 19 South 20 degrees 15 minutes East 225.0 feet to a point in the Northwest corner of Lot No. 17; thence with the line of Lot No. 17 North 86 degrees 55 minutes East 64 feet to a point in the margin of Meadow Lane Road; thence with the margin of Meadow Lane Road North 26 degrees 25 minutes East 98 feet to the point of BEGINNING, being all of Lot No. 16 of Block I of the Mrs. Walter A. Killian (now Nora B. Shook) property as shown by a plat thereof recorded in Book 10 at page 46 reference to which is hereby made for a more complete description.

But these lots and each of them, is conveyed subject to certain restrictions as to the use thereof running with the land by whomsoever owned, until January 1, 2000, said restrictions, which are expressly assented to by the parties of the second part by their acceptance of this deed, being as follows:

1. The lots conveyed hereunder shall be used solely and exclusively for residential purposes and no dwelling other than one detached, single family, private residence shall be erected on any numbered lots.
2. Any residence erected on the property conveyed shall contain a minimum of 1,200 square feet of heated floor space.
3. No residence shall be located on any of said lots nearer than 35 feet to the front property line, nor nearer than 15 feet to any other lot line.
4. Exterior construction shall be of brick, rock or wood siding, not less than 8 inches in width, or a combination of the above.
5. No animals or poultry of any kind shall be kept or maintained on said lot; household pets may be kept so long as they do not become a nuisance to other property owners.
6. No obnoxious trade or activity shall be carried on upon said lot, nor shall any activity be carried on which shall constitute a nuisance.
7. These restrictions shall run with the land and shall be effective from the date of this deed.

**ACCEPTANCE**

Accepted by **City of Hickory**, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF HICKORY,**  
A North Carolina Municipal Corporation

By: \_\_\_\_\_  
G. Rudy Wright, Jr., Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
Debbie D. Miller, City Clerk

Approved as to form on behalf of the City of Hickory only:

\_\_\_\_\_  
Arnita M. Dula, Deputy City Attorney

**STATE OF NORTH CAROLINA**  
**COUNTY OF CATAWBA**

I, \_\_\_\_\_ a Notary Public of said County and State, certify that Debbie D. Miller personally came before me this day and acknowledged that she is City Clerk of the City of Hickory, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Hickory, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**  
 [Consult "Guidelines" (form 12G) for guidance in completing this form]

**NOTE:** This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

**1. TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Patricia Annas Link, divorced, and Walter Michael Annas and wife, Sara Jean Annas

(b) **"Buyer":** City of Hickory, North Carolina

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: None  
 City: Hickory Zip: 28601  
 County: Catawba, North Carolina  
 (**NOTE:** Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)

Legal Description: (Complete ALL applicable)  
 Plat Reference: Lot/Unit 16, 17, Block/Section 1, Subdivision/Condominium Mrs. Walter A Killian Property  
 \_\_\_\_\_, as shown on Plat Book/Slide 10 at Page(s) 46  
 The PIN/PID or other identification number of the Property is: 371406381685, 371406382817  
 Other description: \_\_\_\_\_  
 Some or all of the Property may be described in Deed Book 1819 at Page 0534

(d) <b>"Purchase Price":</b>	
\$ <u>25,000.00</u>	paid in U.S. Dollars upon the following terms: BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by <input type="checkbox"/> cash <input type="checkbox"/> personal check <input type="checkbox"/> official bank check <input type="checkbox"/> wire transfer, EITHER <input type="checkbox"/> with this offer OR <input type="checkbox"/> within five (5) days of the Effective Date of this Contract. BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer no later than _____, <b>TIME BEING OF THE ESSENCE</b> with regard to said date. BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T). BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T). BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)
\$ <u>0.00</u>	
\$ <u>25,000.00</u>	

Buyer Initials \_\_\_\_\_ Seller Initials PAJ

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **“Earnest Money Deposit”**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as “Earnest Money Deposit”, shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer’s request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller’s sole and exclusive remedy for such breach, but without limiting Seller’s rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller’s right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller’s anticipated loss, both parties acknowledging the difficulty determining Seller’s actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **“Escrow Agent”** (insert name): John W. Crone

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker (“Broker”) is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent’s trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina (“Attorney”) is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **“Effective Date”**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **“Due Diligence”**: Buyer’s opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer’s sole discretion, will proceed with or terminate the transaction.

(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(m) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the

Buyer Initials \_\_\_\_\_ Seller Initials WJC/PJ

parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **“Due Diligence Period”**: The period beginning on the Effective Date and extending through 5:00 p.m. on January 26, 2016 TIME BEING OF THE ESSENCE with regard to said date.

(k) **“Settlement”**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney’s receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”**: The parties agree that Settlement will take place on January 29, 2016 (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

**WARNING**: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

**“Proposed Special Assessment”**: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

**“Confirmed Special Assessment”**: A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **BUYER’S DUE DILIGENCE PROCESS:**

(a) **Loan**: During the Due Diligence Period, Buyer, at Buyer’s expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(NOTE: Buyer is advised to consult with Buyer’s lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer’s lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.)

(b) **Property Investigation**: During the Due Diligence Period, Buyer or Buyer’s agents or representatives, at Buyer’s expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental**: Reports to determine whether the soil is suitable for Buyer’s intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer’s intended use.
- (ii) **Septic/Sewer System**: Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and

Buyer Initials \_\_\_\_\_ Seller Initials PAJ

- expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
  - (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association charges fees for confirming owners' association information and restrictive covenant compliance.
  - (v) **Appraisals:** An appraisal of the Property
  - (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
  - (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
  - (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
  - (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
  - (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

**NOTE:** NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

**WARNING:** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to

Buyer Initials \_\_\_\_\_ Seller Initials W PLS

materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

**(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

**3. BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  Conventional  Other: \_\_\_\_\_ loan at a  Fixed Rate  Adjustable Rate in the principal amount of \_\_\_\_\_ for a term of \_\_\_\_\_ year(s), at an initial interest rate not to exceed \_\_\_\_\_ % per annum (the "Loan").

(NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.)

(b) **Other Property:** Buyer  does  does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**4. BUYER OBLIGATIONS:**

(a) **Owners' Association Fees/Charges:** Buyer shall be responsible for the payment of any fees charged by an owners' association for information relating to Buyer's Due Diligence other than those fees to be paid by Seller under Paragraph 8(j).

(b) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

**5. SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:  
 has owned the Property for at least one year.  
 has owned the Property for less than one year.  
 does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None.

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None.

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property  subjects  does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular

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assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract

(d) **Sewage System Permit:** ( Applicable  Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** ( Applicable  Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title and Payoff Statement(s):** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens,

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encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: City of Hickory

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-paids" (taxes, insurance, owners' association dues, etc).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any transfer or similar fee imposed by the owners' association; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

Buyer Initials \_\_\_\_\_ Seller Initials WA PLS

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

(NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- Loan Assumption Addendum (Form 2A6-T)
- OTHER: \_\_\_\_\_
- Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

Buyer Initials \_\_\_\_\_ Seller Initials WA PAS

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Entity Buyer: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 12/10/2015

Seller: Walter Michael Ann Sara Jean Annas

Date: 12-10-15

Seller: Patricia Annas Link

Entity Seller: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: PO Box 398, Hickory, NC 28601

Buyer Fax#: (828) 323-7476

Buyer E-mail: \_\_\_\_\_

SELLER NOTICE ADDRESS:

Mailing Address: PO Box 145, Woodleaf, NC, 27054

Seller Fax#: \_\_\_\_\_

Seller E-mail: PLANEW.ZAADS@AH.NCST

SELLING AGENT NOTICE ADDRESS:

Firm Name: \_\_\_\_\_

Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Mailing Address: \_\_\_\_\_

Individual Selling Agent: \_\_\_\_\_

Acting as a Designated Dual Agent (check only if applicable)

License #: \_\_\_\_\_

Selling Agent Phone#: \_\_\_\_\_

Selling Agent Fax#: \_\_\_\_\_

Selling Agent E-mail: \_\_\_\_\_

LISTING AGENT NOTICE ADDRESS:

Firm Name: \_\_\_\_\_

Acting as  Seller's Agent  Dual Agent

Mailing Address: \_\_\_\_\_

Individual Listing Agent: \_\_\_\_\_

Acting as a Designated Dual Agent (check only if applicable)

License #: \_\_\_\_\_

Listing Agent Phone#: \_\_\_\_\_

Listing Agent Fax#: \_\_\_\_\_

Listing Agent E-mail: \_\_\_\_\_

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: \_\_\_\_\_ ("Seller")

Buyer: \_\_\_\_\_ ("Buyer")

Property Address: \_\_\_\_\_ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

(Signature)

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Print name)

Buyer Initials \_\_\_\_\_, Seller Initials VA AL



City of Hickory  
 PO Box 398  
 Hickory, NC 28603  
 Telephone  
 828-323-7410  
 Fax 828-323-7474

**City of Hickory**  
**Special Events/Activities Application**  
 (Must be submitted to Planning & Development)

**SPECIAL EVENT APPLICATION**

The purpose of this application is to provide information about your event or activity in order for various departments and agencies to determine if they need to be involved in the approval and/or permitting process. Depending on the specific event, a permit application and/or fee(s) from individual departments may be required.

The applicant is responsible for providing complete and accurate information on the application, including an attached detailed site plan. The applicant is also responsible for notifying the Planning Department of any changes. Incomplete applications will not be accepted. \*\*For public property events a complete application should be submitted at least 90 days prior to the planned event to allow sufficient review time. For private property events a complete application should be submitted at least 30 days prior to the planned event. Public officials may contact you with specific questions. Any official may require a pre-planning meeting.

Applications and events are prioritized based on a first come-first served basis and the City may approve or disapprove an event's requested date based on availability of resources. Events that occur on an annual basis will receive priority the following year.

\*\*If the event is to be held on public property, approval to use the property must be obtained from City Council; therefore the application must be submitted 90 days prior to the event.

**APPLICANT INFORMATION**

Name of Event: Hickory Crawdads Home Run Trot 5K  
 Applicant Name & Title: Juliet Horan, Race Director  
 Organization: Fleet Feet Sports  
 Mailing (Billing) Address: 3022 N Center St. Suite B  
 City / State / Zip: Hickory, NC 28601  
 Daytime Phone: 828-304-4786 Cell: 828-238-5147 Email: juliet@fleetfeethickory.com  
 Description of the Event: Run/walk 5K race

Does the event have a Twitter, Facebook or other social networking page? yes  
 If yes, please list URL(s): www.fleetfeethickory.com

Event Address: <u>2500 Clement Blvd NW Hickory, NC 28601</u>	
Date of Event: <u>May 14, 2016</u>	
Event Start Time: <u>8:00 am</u>	Event End Time: <u>10:00am</u>
Road Closure Begins (if applicable): <u>7:30am</u>	Road Closure Ends (if applicable): <u>9:30am</u>
Set-Up Begins: <u>6:30am</u>	Clean-Up Ends: <u>10:00am</u>
Preferred Date & Time of Inspection:	
Estimated Attendance: <u>500</u>	
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
Describe the procedures to be used for selecting participants and vendors for this event: <u>flyers, Facebook, website, word of mouth</u>	

APPLICANT'S SIGNATURE Juliet Horan DATE: 11/12/15

A pre-planning meeting may be required and will be scheduled to include the appropriate staff. The event applicant must attend the meeting. The city reserves the right to require others to attend.

**TENTS & MEMBRANE STRUCTURES**

**\*\* Tent is a structure, enclosure, or shelter, with or without sidewalls or drops \*\***

Will tent(s) be used for the event? \_\_\_ Yes  No (If no, proceed to next section)

# of Tent(s) \_\_\_ (fabric structure that is ENCLOSED with sidewalls or drops exceeding 400 square feet)

# of Tent(s) \_\_\_ (fabric structure that is OPEN on all sides exceeding 700 square feet)

Are there multiple tents without sidewalls placed side by side such that the total square footage of all the tents in this group exceeds 700 square feet without 12 feet of clear space between all other permanent and temporary structures? \_\_\_ Yes \_\_\_ No

---

**\*\* Membrane structure is an air-inflated or air supported structure \*\***

Will Membrane(s) be used for the event? \_\_\_ Yes  No (If no, proceed to next section)

# of Membrane Structure(s) \_\_\_ exceeding 400 square feet

**POWER SOURCES**

Will you use electric generators? \_\_\_ Yes  No

If yes, will Power Distribution boxes be used? \_\_\_ Yes  No

Provide contact information for contractor supplying generator power:  
 Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

---

Will you use electric power from an existing structure?  Yes \_\_\_ No

If yes, will direct wiring to breakers be required? \_\_\_ Yes  No

Provide contact information for person responsible for setup of power:  
 Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**VOICE/MUSIC AMPLICATION**

Are there any musical entertainment features related to your event? \_\_\_ Yes  No  
 (If no proceed to next section)

If yes, state the number of bands and type of music: Number of bands: \_\_\_\_\_  
 Type(s) of music: \_\_\_\_\_

Will a portable or temporary stage be utilized? \_\_\_ Yes  No

If yes\*, state the number of portable or temporary stages: \_\_\_\_\_

Provide contact information for contractor providing stage:  
 Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*\*A Temporary Stage Certification Form must be completed for Catawba County Building Services\**

Will your event use amplified sound?  Yes \_\_\_ No

If yes, please indicate times: Start time: 9:00 am Finish time: 10:00 am

**HAZARDOUS MATERIALS**

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks?  Yes  No  
**If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.**

Will there be any portable heaters?  Yes  No

Will there be any deep fat fryers?  Yes  No

Will there be any fireworks, lasers, torches, candles or pyrotechnics?  Yes  No  
**If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.**

**ALCOHOL**

Will alcoholic beverages be served?  Yes  No (If yes, NC ABC permit required)

Will alcoholic beverages be sold?  Yes  No (If yes, NC ABC permit required)

What type of alcohol will be served?  
 Draft Beer  Can/Bottle Beer  Wine  Liquor

Who will be serving the alcohol?

Times for alcohol to be served:

Locations within event site where alcohol will be served:

Have you applied for a North Carolina temporary ABC permit?  Yes  No

**VENDORS**

*List all commercial vendors who will be present during the event (serving, selling, sampling, or displaying).  
 (Use additional sheet of paper if necessary)*

VENDOR NAME	ADDRESS	PHONE NUMBER(S)

Does the event include mechanical rides, or other similar attractions?  Yes  No  
 If yes, please describe attractions:

*Applicants contracting with amusement ride companies are required to provide the City of Hickory with a certificate of insurance, naming applicant and the City of Hickory (if applicable) as additional insured on general liability.*

**VENDORS**

Does the event include food vendors? \_\_\_ Yes  No

If the event will have food vendors, please check the following that apply:  
 \_\_\_ Served \_\_\_ Sold \_\_\_ Free \_\_\_ Catered \_\_\_ Prepared Outdoors  
*An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.*

Does the event include food concession and/or cooking areas? \_\_\_ Yes \_\_\_ No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)  
*(Use additional sheet if necessary)*

VENDOR	COOKING METHOD	FOOD ITEM

*Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.*

**EVENT SCHEDULE**

Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will be impacted and when dismantling will be completed. (Use additional sheet of paper if necessary)

DATE	TIME	ACTION	ADDITIONAL NOTES



## SITE PLAN

Please attach a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. The plan should include the following information (if applicable):

- Location of the event/activity on the property with approximate distances from roads, fire hydrants, existing buildings, etc.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, alcohol sales, etc.
- Identify location of all cooking devices and open flames.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.
- Identify location of any generators and fuel storage.

**WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS**

Number of participants expected: 500 % of participants expected under 18: 35%

\*Must be at least 100 participants and no more than 2,000 per route.

Number of volunteers expected: 25 % of volunteers expected under 18: 33%

**Check the approved City/NCDOT Route on public roadways below**

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
- 5K 4 Neill Clark Park 5k** (Must contact Parks and Recreation Director Mack McLeod [mmcleod@hickorync.gov](mailto:mmcleod@hickorync.gov) or 828-322-7046 and submit email confirmation with Special Event application.)
- 5K 5 Winkler Park 5k** (Must contact Parks and Recreation and Hickory Crawdads and submit email confirmation with Special Event application. Approval from Mack McLeod 828-322-7046 or [mmcleod@hickorync.gov](mailto:mmcleod@hickorync.gov) and Hickory Crawdads Mark Seaman 828-322-3000 or [mseaman@hickorycrawdads.com](mailto:mseaman@hickorycrawdads.com).)
- 5K 6 LRU 5K** (Must clear route with LRU before submitting Special Event application. (Can start and finish in various locations, including First Methodist Church)
- 10K 1 Hickory Foundation YMCA** (Can start and finish in Downtown District)
- 10K 2 Do a 5k route twice, which 5k route?** \_\_\_\_\_
- Half Marathon 1** (13.1 miles)
- Cycle Route 1** (10 mile)
- Cycle Route 2** (32 mile)

**APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS**

**AIRPORT ROUTE**

\_\_\_\_ Hickory Regional Airport 5k                      \_\_\_\_ Approval from Airport Manager Terry Clark

\*The second and fourth Saturdays have existing events in the morning hours. Check with Airport Manager Terry Clark 828-323-7408 or tclark@hickorync.gov on availability.

Name the new date proposed and time: \_\_\_\_\_

(Please include email confirmation with approval to use airport with application.)

**PUBLIC PARKS ROUTES**

*Approval for park use may be obtained from Parks and Recreation Director Mack McLeod 828-322-7046 or mmcleod@hickorync.gov*

Hickory City Park to Geitner-Rotary Park 5k via paved  
(Please include email confirmation with approval to use park with application.)

Henry Fork River Regional Recreation Park  
(Please include email confirmation with approval to use park with application.)

Neill W. Clark Jr. Recreation Park - **Event within park, could be different activities on fields**  
(Please include email confirmation with approval to use park with application.)

Highland Recreation Center at Stanford Park Options  
 3.2 option     3.1 option     4.5 option – **All options along sidewalks**  
(Please include email confirmation with approval to use park with application.)

**ADDITIONAL GUIDELINES AND REQUIREMENTS**

**Please initial all guidelines below and provide the information requested at the time the application is submitted.**

- SR Must use a preapproved route from the City/NCDOT and/or preapproved neighborhood route and/or track or one of the options not on roadways that are available at the airport or at a park. \_\_\_\_
- JH Must include a certificate of liability insurance for walk, run, and/or cycle event if the start/finish are on public property. \_\_\_\_
- MT Must include a plan for volunteers for events with an anticipated attendance of 100 participants or more (how many, their duties). \_\_\_\_
- MT Must include a parking plan for participants and volunteers (can be included in site plan). \_\_\_\_
- OK The provision of twenty foot (20') minimum emergency access lanes throughout the event site. \_\_\_\_
- FF Temporary signs may be used to mark a course. No markings of any kind (permanent or temporary) are allowed on roadways, sidewalks, or parking lots. \_\_\_\_
- OK Any unauthorized traffic control device or other sign or message placed on the highway right-of-way by a private organization or individual constitutes a public nuisance and should be removed. Any violations of this policy will result in disapproval of future event(s). \_\_\_\_
- 2 Do not assume, advertise, or promote your event until you have a signed permit from the Hickory Police Department, along with permission from city staff and Hickory City Council. Conflicts do arise and changes to the request may be necessary. \_\_\_\_

**ATTACHMENTS CHECKLIST**

In addition to the Special Event Application form, the following supporting documents are required to complete your application package and begin the review process:

**All Events:**

- Site Plan Sketch
- Parking Plan for participants and volunteers (May be included in site plan)
- Volunteer Plan for events with an anticipated attendance of 100 participants or more (how many, their duties)

**All Public Property Events:**

- Certificate of Insurance listing the City of Hickory as certificate holder and additional insured.

**-Public Property Event at a Public Park:**

- Email from Parks and Recreation Director Mack McLeod indicating approval of the event date

**-Public Property Event at the Airport:**

- Email from Airport Director Terry Clark indicating approval of the event date

**-Waiver Request**

- I am requesting a waiver from the Section which prohibits animals from special events on City property. I have included the required safety plan with the application.

Fleet Feet Sports  
NAME OF ORGANIZATION

**BRIEFLY DESCRIBE THE PURPOSE OF THE ORGANIZATION:**  
Retail Store

**LIST ORGANIZATIONS OFFICERS:**  
Stephen Horan (828) 304-4786  
TELEPHONE  
Juliet Horan (828) 304-4786  
TELEPHONE  
TELEPHONE

**CHAIRPERSON OF THE SPECIAL EVENT:**  
Sara Poovey (828) 304-4786  
NAME TELEPHONE  
3022 B N Center St Hickory, NC 28601  
ADDRESS

*The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.*

12-3-15  
Date

Juliet Horan  
President  
Fleet Feet Sports  
Organization

Approved by:  
Andrea Dyer  
CITY MANAGER - ASSISTANT

12-9-15  
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: \_\_\_\_\_

NORTH CAROLINA

**RELEASE AND INDEMNITY AGREEMENT**

CATAWBA COUNTY

**THIS RELEASE AND INDEMNITY AGREEMENT**, entered into by **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, City, and the Fleet Feet Sports, an organization with its principal place of operation being Catawba County, North Carolina, Applicant:

**WITNESSETH:**

**WHEREAS**, City desires to allow the Applicant to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

**WHEREAS**, the Applicant desires to conduct a special event within the City Limits of Hickory, North Carolina; and

**WHEREAS**, to this end, said Applicant has previously filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the Applicant hereby completely and unequivocally releases the City, the officials of the City, and all employees of the City, and their families, from any and all claims, damages, injuries or rights of action which the Applicant may incur by reason of the special event being conducted by the Applicant.
2. That the Applicant hereby agrees to indemnify, defend, and hold harmless the City for any liability, injury or claim which may arise to the benefit of the Applicant as a result of the special event being conducted by the Applicant.

3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the 3<sup>rd</sup> day of December, 2015.

Juliet A. Horan  
President

\_\_\_\_\_

**Home Run Trot 5K Site Plan**

Event Date: May 14<sup>th</sup>, 2016

Event Time: 8:00 am

Event Location: LP Frans Stadium, 2500 Clement Blvd NW, Hickory, NC 28601

**SITE PLAN EXCLUSIONS**

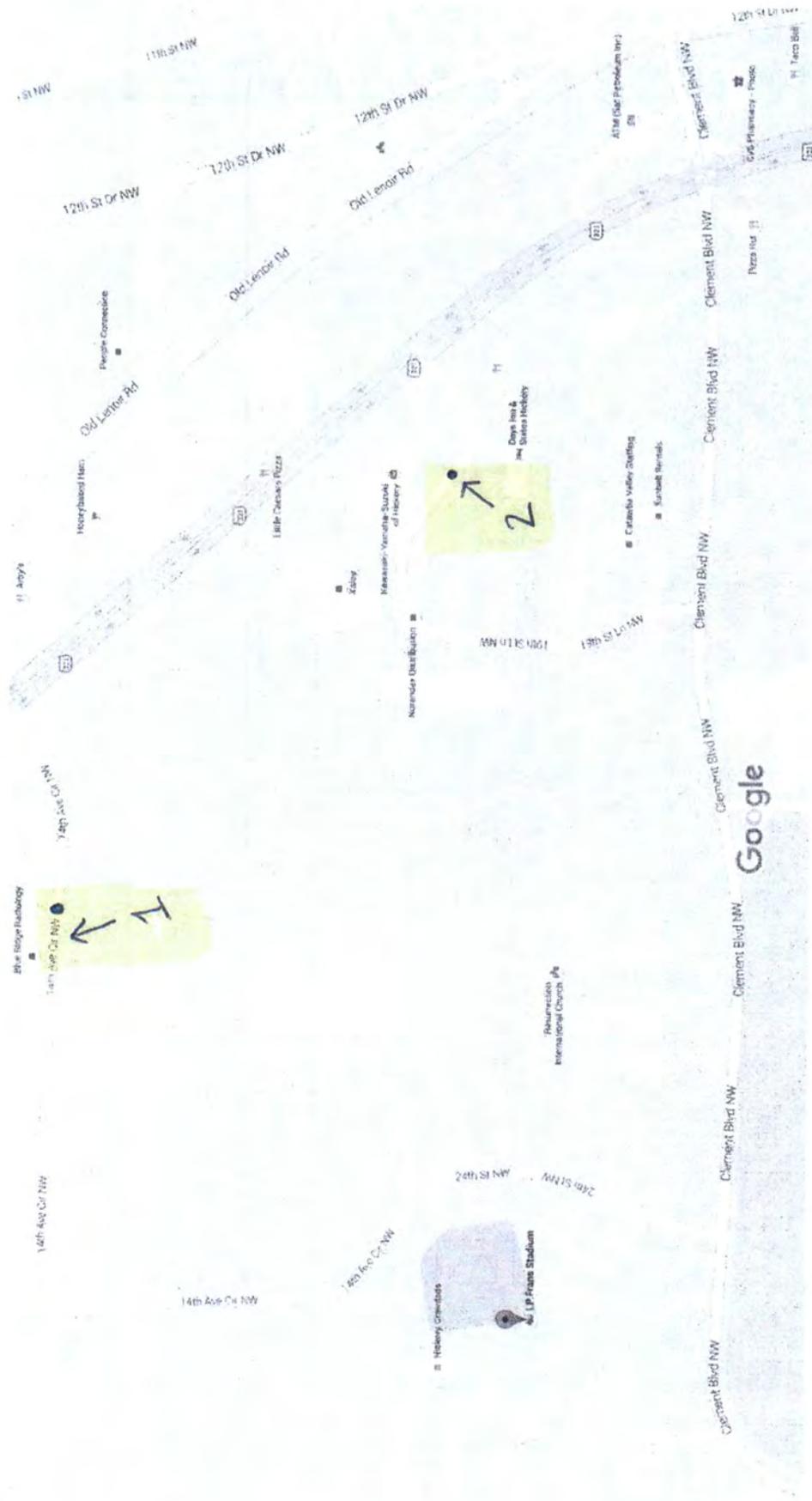
1. Temporary structures used during event—NONE;
2. Temporary structure utilization—NONE;
3. Cooking devices and open flames—NONE;
4. Generators and fuel storage—NONE.

**SITE PLAN INCLUSIONS**

1. Home Run Trot Site Plan Barricades – A: This notes two (2) locations where we will use traffic control barrels or cones to identify turn-arounds for participants.
2. Home Run Trot Site Plan Barricades – B: This notes the need for traffic control cones to be used on Clement Blvd NW between 19<sup>th</sup> St. Ln. NW and the second entrance to LP Frans Stadium to allow for a traffic-free lane so our participants may do so safely, and also allow for traffic to continue flowing on Clement Blvd NW. It also allows for ingress and egress at LP Frans Stadium, Winkler Park, 24<sup>th</sup> St. NW, and 19<sup>th</sup> St. Ln. NW. The lane of travel to be blocked will be the far right lane of Clement Blvd. NW, if one is traveling west bound (from US 321 towards the airport).
3. Home Run Trot Site Plan Parking: Identifies permitted parking areas (in yellow) and prohibited parking areas (in orange).
4. There shall be no access issues for emergency personnel in relation to fire hydrants, or other buildings along the race route, or to LP Frans Stadium, should the need arise. There shall be adequate signage to notify drivers that a race is in progress, and that runners are on the road.

# HOME RUN TEST SITE PLAN BARRICADES - A

Google Maps LP Frans Stadium



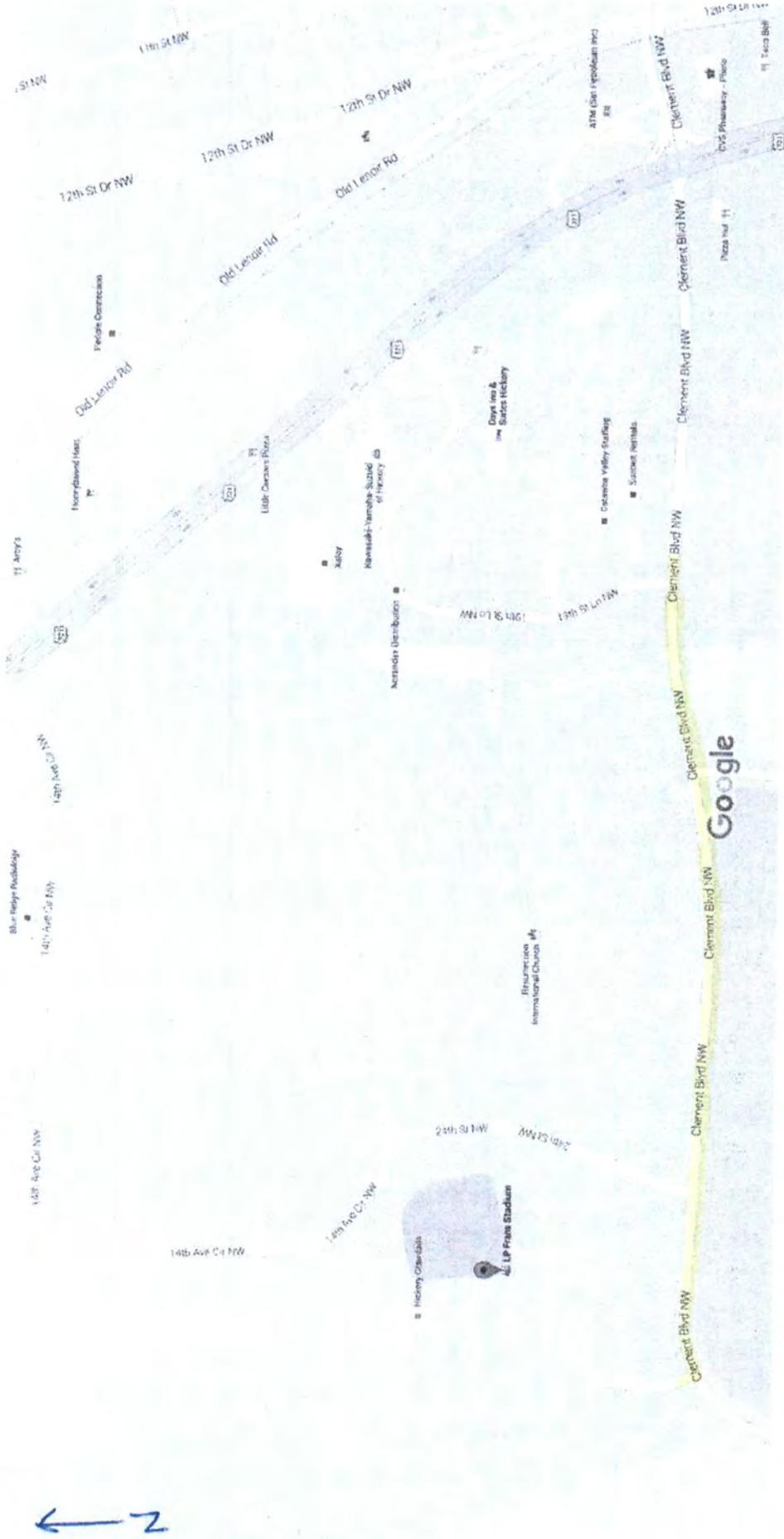
AS INDICATED AT POINTS MARKED '1' AND '2' WE NEED ONE TRAFFIC BARRER OR CONE TO IDENTIFY TURN-AROUNDS TO RUNNERS.

POINT 1 - 14TH AVE CIR NW AT, OR APPROX. IN VICINITY, OF BLUE RIDGE RADIOLOGY.  
POINT 2 - 19TH ST. LN. NW AT, OR IN THE VICINITY KAWASAKI - YAMAMA - SUZUKI OF HICKORY.

Map data ©2015 Google 200 ft

# HOME RUN TRUT SITE PLAN BARRICADES - B

Google Maps LP Frans Stadium



Map data ©2015 Google 200 ft

WE WILL NEED ADEQUATE TRAFFIC CONTROL CONES TO BLOCK ONE LANE OF TRAVEL ON CLEMENT BLVD NW BETWEEN 19TH ST. LN. NW AND THE SECOND ENTRANCE TO LP FRANS STADIUM.

WE WILL BLOCK THE FAR RIGHT LANE FOR WESTBOUND TRAFFIC, BUT WILL PROVIDE INGRESS AND EGRESS FOR LP FRANS STADIUM, WINKLER PARK, 21TH ST. NW, AND 19TH ST. LN. NW.

# HOME RUN TROT SITE PLAN PARKING

Google Maps LP Frans Stadium



PERMITTED PARKING

PROHIBITED PARKING

Imagery ©2015 Google, Map data ©2015 Google 100 ft

**Home Run Trot 5K Parking Plan**

Event Date: May 14<sup>th</sup>, 2016

Event Time: 8:00 am

Event Location: LP Frans Stadium, 2500 Clement Blvd NW, Hickory, NC 28601

**PARKING PLAN**

All participants and volunteers will park in the parking utilized by LP Frans Stadium for games.

They will not be permitted to park in the area adjacent to Winkler Park, in order to allow other visitors access to the park during the time of the event.

Additionally, we will not permit parking in the upper parking area, above and behind left field, and along the third base side of the stadium so that participants have a clear area at the beginning of the race and during the finish of the race, into the stadium.

### Home Run Trot 5K Volunteer Plan

Event Date: May 14<sup>th</sup>, 2016

Event Time: 8:00 am

Event Location: LP Frans Stadium, 2500 Clement Blvd NW, Hickory, NC 28601

We will position volunteers at distinct locations during the event for several purposes.

1. Route guidance and encouragement;
2. A single aid station on the race route to provide hydration for runners, and to collect any refuse associated with the aid station;
3. Finish line management and participant assistance, and;
4. Race operations, as needed by Fleet Feet Sports – Hickory and the Hickory Crawdads Organization.

#### ROUTE GUIDANCE

We will position one volunteer in the vicinity of Blue Ridge Radiology on 14<sup>th</sup> Ave. Cir. NW with a traffic control barrel or cone to direct runners to turn around at that location.

We will position volunteers at the corner of Clement Blvd. NW and 24<sup>th</sup> St. NW to route runners on to Clement Blvd. NW, as well as to staff our aid station that is in the same location.

We will position one volunteer at the corner of Clement Blvd. NW and 19<sup>th</sup> St. Ln. NW to direct participants. This will be for both the left turn from of Clement Blvd NW onto 19<sup>th</sup> St. Ln. NW on the outward portion of the race, and then for the right turn from 19<sup>th</sup> St. Ln. NW onto Clement Blvd NW.

We will position one volunteer at the corner of Clement Blvd. NW and the second, parking entrance for LP Frans Stadium to direct runners down the hill, and back towards the stadium area for the finish.

#### **AID STATION**

We will have a single aid station approximately at the corner of Clement Blvd. NW and 24<sup>th</sup> St. NW with water and an electrolyte replacement beverage to be determined. Volunteers will be responsible for filling cups, providing them to participants, and collecting refuse. We will provide receptacles for said refuse, including large trash bags, and if possible, large cardboard containers. Additionally, we will provide coolers for the volunteers, water, the electrolyte beverage, cups, trash bags, and trash cans. The volunteers will not be cleared of this area until all refuse is collected and deposited in its appropriate location.

#### **FINISH LINE MANAGEMENT**

We will be partnering with Lee Timing, d/b/a Finish Line Pros, to time our event. They will be responsible for all timing, determining the finishing order of participants, and will

be classifying participants into appropriate age groups. Volunteers here will be assisting runners, identifying any and all needs for medical assistance, and providing participants with direction to refreshments after they complete the event.

### **RACE OPERATIONS**

Volunteers in race operations will have various functions and jobs as they arise. They include, but will not be limited to:

- Course marking;
- Finish line set-up;
- Course clearing;
- Post-race awards;
- Trash collection in accordance to the policy set forth by the City of Hickory, and;
- Other needs not listed here, but recognized as a need on the date of the event.

Many of these volunteers will be veteran runners and may include current or former employees of Fleet Feet Sports – Hickory.

4

COUNCIL AGENDA MEMOS

**To: City Manager's Office**  
**From: Community Appearance Commission**  
**Contact Person: Cal Overby, Planning Department**  
**Date: December 16, 2015**  
**Re: Community Appearance Grant – PWG Investments, LP**

**REQUEST**

The Community Appearance Commission recommends City Council approval of a Community Appearance Grant for non-residential property owned by PWG Investments, LP located at 1022 Main Avenue NW in the amount of \$987.50.

**BACKGROUND**

The City Council created the Community Appearance Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of properties located within the City's designated Urban Revitalization Area. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$5,000.00.

**ANALYSIS**

The grant proposal put forth by PWG Investments, LP involves the installation of metal window coverings and an awning over the exterior doorway. The property is located within the City's defined Urban Revitalization Area, and as such is eligible for the consideration of a Community Appearance Grant.

The applicant has provided two (2) bids for the items listed above, which total \$1,975.00 and \$2,596.00. Given the bids provided as part of the application packet, the request qualifies for a \$987.00 grant.

The current tax value of the property is \$167,200.00. The value of the grant represents approximately 0.6% of the property's tax value.

**RECOMMENDATION**

Upon consideration, the Community Appearance Commission voted unanimously (9-0) to recommend funding of the requested grant in the amount of \$987.50. This vote was taken at the Commission's December 14, 2015 regular meeting.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

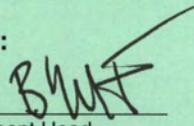
Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier



12/16/15

Date

Initiating Department Head

Deputy City Attorney, A. Dula

Date

Rodney Miller

12-29-15

Date

Asst. City Manager Rodney Miller

Asst. City Manager, A. Surratt

Date

Melissa Miller

12-30-15

Date

Finance Officer, Melissa Miller

Bo Weichel

12-30-15

Date

Date

Recommended for approval and placement on \_\_\_\_\_ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

City Manager, M. Berry

Date



Life. Well Crafted.

Office of Planning and Development

**MEMORANDUM**

To: Hickory City Council

From: Community Appearance Commission

Re: PWG Investments, LP – Community Appearance Grant

---

PWG Investments, LP has submitted an application for a Community Appearance Grant. The proposal involves improvements to a commercial building located at 1022 Main Avenue NW.

The grant proposal put forth by PWG Investments, LP involves the installation of metal window coverings and an awning over the exterior doorway. The property is located within the City's defined Urban Revitalization Area, and as such is eligible for the consideration of a Community Appearance Grant.

The applicant has provided two (2) bids for the items listed above, which total \$1,975.00 and \$2,596.00. (Note: The low and high bids were grouped together.) If the Commission moves to approve the proposed grant at the lower of the two estimates, the request would qualify for a \$987.50 grant.

Upon consideration, the Community Appearance Commission voted unanimously (9-0) to recommend funding of the requested grant in the amount of \$987.50. This vote was taken at the Commission's December 14, 2015 regular meeting.

Please refer to the attached materials for complete information.

### Community Appearance Grant Application Form

Project Location Address: 1022 Main Ave., N.W. - Hickory

Applicant's Name: Paul Gadd

Applicant's Mailing Address: PO Box 634  
Hickory, NC 28603

Telephone: Day: 322-9223 Mobile: 310-6688

E-mail address: Paul @ pgappraisers.com

Property Owner's Name (if not the Applicant): Paul Gadd

Mailing Address: PO Box 634  
Hickory, NC 28603

Telephone: Day: 322-9223 Mobile: 310-6688

E-mail address: Paul @ pgappraisers.com

Project Description: Expanded Metal Window Covers-  
Installed over 18 windows. (Note - 8 windows  
have been covered in past months; 6 windows replaced,  
window frames, doors (2) garage door, downspout painted  
(Included scaffolding and rental lift.)

Total Estimated Project Cost \$ 1,975.<sup>00</sup>  
Grant Request Amount \$ 987.50

**Required Attachments**

- Property Deed or Lease
- Color photographs of the existing site or project area
- A plan (drawing) of the site showing the exact location of proposed improvements
  - A detailed list of the materials to be used
  - A detailed project narrative that fully explains how the application meets the grant guidelines; and
  - Two cost estimates/bids.** Cost estimates must be from two different companies or individuals who are capable of performing the proposed work as outlined.

**Certification by Applicant and Owner**

I have completed the enclosed application and attached the items requested above. I have informed the owner of the project prior to obtaining his/her signature on this application. I have been adequately informed of the requirements of this grant (including eligible and ineligible activities) and the process for review of my application.

I understand that the grant money will only apply for approved work that is completed in accordance with the information I have provided in this grant application. Additional work that may be done on site but that is not described in this application will not be reimbursed.

Applicant Signature: \_\_\_\_\_

*Paul Gadd*

Date: \_\_\_\_\_

11-2-15

Owners Signature: \_\_\_\_\_

*Paul Gadd*

Date: \_\_\_\_\_

11-2-15

(Owners signature must be notarized)

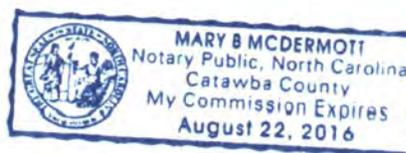
**NORTH CAROLINA  
CATAWBA COUNTY**

I, Mary B. McDermott, a Notary Public for said County and State, do hereby certify that Paul Gadd personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the 2 day of November, 2015.

*Mary B. McDermott*  
Notary Public

My Commission Expires: 8/22/16



TITLE NOT SEARCHED BY DRAWER /  
DRAWER NOT CLOSING AGENT

BOOK 2154 PAGE 1943

FILED

RUTH MACKIE

Filed June 18, 1999 at 4:05 P.M.  
'99 JUN 18 PM 4 05  
Recorded in Book 2154 at Page 1943.  
REGISTER OF DEEDS  
CATAWBA CO., N.C.

NO REVENUE

*Ruth Mackie*  
RUTH MACKIE, REGISTER OF DEEDS  
em

Excise Tax \$ N/A

Recording Time, Book and Page

Tax Lot No \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

**019939**

✓ Mail after recording to James M. Gaither, Jr., Gaither, Gorham & Crone, P.O. Box 2507, Hickory, NC 28603  
This instrument was prepared by James M. Gaither, Jr., Gaither, Gorham & Crone, P.O. Box 2507, Hickory, NC 28603

Brief Description for the index

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made **March 12,** 19 **99**, by and between

GRANTOR

Paul W. Gadd, unmarried

GRANTEE

**PWG Investments Limited Partnership,**  
**a North Carolina limited partnership**  
**P. O. Box 636**  
**Hickory, NC 28603**

Enter in appropriate block for each party name, address, and, if appropriate, character of entity, e.g., corporation or partnership

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Hickory, Township, Catawba County, North Carolina and more particularly described as follows:

BEGINNING at a 5/8" rod in the centerline of the Main Tract of the Southern Railroad, said rod being located North 01° 41' 39" East 54.88 feet from a pk nail located in the centerline of Main Avenue, N.W., thence along the centerline of the Main track of the Southern Railroad, North 85° 24' 00" East 100.00 feet to a 1" angle iron in the centerline of the Main Track of the Southern Railroad; thence along the line of Simmons Hosiery Mill, Inc. (Deed Book 1621 at page 682, Catawba County Registry) North 01° 46' 17" East 227.51 feet to a 1/2" established iron pin located in the right of way of Main Avenue Drive, N.W.; thence along the right of way of Main Avenue Drive, N.W., South 86° 43' 00" West 100.00 feet to a 1/2" established iron pin located in the right of way of Main Avenue Drive, N.W., thence along the line of George B. Harris (Deed Book 652 at page 176, Catawba County Registry) South 01° 42' 47" West 229.80 feet to the point and place of BEGINNING, containing 0.522 acres, more or less, according to a survey dated July 2, 1998, by Houser Brothers Surveying, Inc., entitled "Paul W. Gadd".

The property hereinabove described was acquired by Grantor by instrument recorded in **Book 2097, Page 1193.**

A map showing the above described property is recorded in **Plat Book , Page .**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

**BOOK 2154 PAGE 1944**

All easements, reservations, restrictions, and rights-of-way of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Secretary (Corporate Seal)

USE BLACK INK ONLY

Paul W. Gadd (SEAL)  
Paul W. Gadd

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Dana Joyce Perkins a Notary Public of said county do hereby  
certify that Paul W. Gadd personally appeared before me  
this day and acknowledged the execution of the foregoing instrument  
hand and official seal this 16 day of June, 1999.

Dana Joyce Perkins  
Notary Public



My Commission Expires:  
07-30-2000

SEAL-STAMP

USE BLACK INK ONLY

State of NORTH CAROLINA, Catawba County  
I, \_\_\_\_\_ a Notary Public of the County and State aforesaid, certify that,  
Grantor, personally appeared before me this day and acknowledged that he/they is/are  
(Indicate whether general partners or managers) of \_\_\_\_\_ a North Carolina general partnership, and further  
acknowledged the due execution of the foregoing instrument on behalf of the general partnership. Witness my hand and  
official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

The foregoing Certificate is of Dana Joyce Perkins, Notary Public of Catawba County, N.C.

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof

RUTH MACKIE REGISTER OF DEEDS FOR CATAWBA COUNTY

By Ruth Mackie Deputy Assistant-Register of Deeds  
em







## PWG Investments, LP Quotes

<b>Item</b>	<b>High Quote</b>	<b>High Quote Contractor</b>	<b>Low Quote</b>	<b>Low Quote Contractor</b>
Metal Window Coverings	\$1,900	Donald Fulbright	\$1,440	Wayne Willis
Awning	\$696	Sign Systems	\$535	Annas Awning Co.
<b>Totals</b>	<b>\$2,596</b>		<b>\$1,975</b>	

**Wayne A. Willis**

**5172 Hwy. 127 South**

**Hickory, NC 28602**

**704- 462- 1030**

**PROPOSAL**

October 22 , 2015

Net 30

Eight Expanded Metal Window Covers

Painted and Installed 53 in x 49 1/4 in

\$ 1440.00 TOTAL

**Charge to : Paul Gadd**

**1022 Main Avenue NW**

**Hickory, NC 28601**

DONALD Fulbright  
828-446-2397

Exhibit VIII.D.  
497141

Statement		DATE	TERMS
TO		October 18-15	
Paul Galt.			
IN ACCOUNT WITH			
Donald Fulbright.			
2868 Ledford Rd. Vale Va			
Call 828 446 2397 28168			
		8 metal mesh frames installed	53" x 49 1/2" \$1,950.00
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

# Annas Awning Co., Inc.

1133 1<sup>st</sup> Ave SW

PO Box 956

Hickory, NC 28603

828-322-1198 Fax 828-326-9229

10/29/2015

Paul Gadd  
1022 Main Ave. NW  
Hickory, NC

Dear Paul,

We propose to furnish, fabricate and install;

One 4X5 aluminum awning for over entry door for \$500.00  
These prices are good for 90 days and **do not** include 7% NC sales tax.  
Delivery; approx. 2-3 weeks +\$35.<sup>00</sup>

Thank you for considering us for the job. We look forward to working with you.  
If you have any questions please feel free to call anytime at 828-322-1198. (800-258-4651)

Sincerely,

*\$1535*

Scott Annas



**Sign Systems Inc.**



P.O. BOX 3767 • 935 - 23RD ST. SW • HICKORY, NORTH CAROLINA 28603 • (828) 322-5622 • (828) 322-8652 FAX  
P.O. BOX 2207 • 128 CROCKER RD. • BOONE, NORTH CAROLINA 28607 • (828) 265-0322 • (828) 265-0342 FAX

To: Mr. Paul Gadd

Quotation No: 1

Date: October 29, 2015

Project: Warehouse Entrance  
1022 Main Avenue, Hickory, NC

SIGN SYSTEMS, INC. hereinafter referred to as Company, proposes to furnish for the above named customer, hereinafter referred to as PURCHASER, the items described below, subject to the terms and conditions set forth herein.

Per your request the following quote is provided:

- 1. Fabricate and install one 4' x 5' awning for entrance door per your specifications.

Product & Installation	\$696.00
------------------------	----------

Note:

- Sales tax on material to be added at invoicing.

We appreciate this opportunity and look forward to being of service.

This Proposal Does Not Include:

Terms: Due upon completion.

**ADDITIONAL TERMS AND CONDITIONS**

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Company shall not be responsible for errors in plans, designs or drawings furnished by PURCHASER or for defects caused thereby.
2. A. The Purchaser agrees to secure all necessary permits from the building owner and/or others whose permission is required for the installation of this display and he assumes all liability with regard to same and all liability, public or otherwise, for damages caused by the display or by reason of it being attached to the premises. Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the display.
2. B. All necessary electrical wiring, outlets and connections to the display from the building meter and/or fuse panel will be properly

PREPARED BY: Legal Department, City of Hickory  
PO Box 398, Hickory, NC 28603

**STATE OF NORTH CAROLINA**

**APPEARANCE  
GRANT AGREEMENT**

**COUNTY OF CATAWBA**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF HICKORY**, a municipal corporation of Catawba County, North Carolina, hereinafter referred to as the CITY, and having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, and **PWG INVESTMENTS, LP**, referred to as the RECIPIENT, and having a mailing address of PO Box 636, Hickory, NC 28603.

**WITNESSETH**

THAT WHEREAS, the City is dedicated to the visual and functional improvements of properties within one mile of the City Center area, as defined by the City Center Plan, dated October 20, 1998; and

WHEREAS, the City is willing to award grants for physical improvements for the purpose of assisting in the visual enhancement of certain existing properties provided the Recipient agrees to certain conditions.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained the parties agree as follows:

1. The Recipient agrees to utilize the grant funds to fulfill that project described in the Downtown Appearance Improvement Incentive Grant Application attached hereto as Exhibit "A" and to utilize said funds solely for physical improvements. Said application is made a part of this Agreement and incorporated herein by reference as if more fully set forth.
2. The Recipient agrees to improve those premises described in Exhibit "A" in accordance with the intent of the City Center Plan to enhance the aesthetic integrity of the premises in accordance with the specifications established in attached "Exhibit A".
3. The Recipient agrees to maintain the design integrity of the proposed improvements, creating, retaining and/or modifying those elements, which enhance the premises.
4. The Recipient agrees to abide by and conform all construction, rehabilitation, renovation, demolition, and landscaping undertaken pursuant to this agreement to all applicable laws of the United States, the State of North Carolina, and those applicable provisions of the ordinances of the City of Hickory directly or indirectly related to the subject matter of this agreement.
5. The amount of this grant is Nine Hundred Eighty-Seven Dollars and 50/100 (\$987.50), payable upon completion of said project, and submission of documentation confirming

payment of all contractors and/or subcontractors, provided said project is completed within 120 days from the date of this agreement being signed in accordance with those provisions specified in the Downtown Appearance Improvement Incentive Grant Application.

- 6. The Recipient agrees that in the event the actual project costs are less than the estimated costs, the City grant will be reduced to solely the amount of the actual project costs that would be eligible for participation in this program.
- 7. Technical assistance provided by the City will be advisory only. The City will not be a party in negotiations between the Recipient and any contractor employed by the Recipient nor will the City provide legal advice or services to any party. The Recipient agrees to hold the City harmless for any defects in workmanship or from any liability, damages, or other costs relative to this project.
- 8. This Agreement may be terminated and the City may withhold grant monies upon the Recipient's breach of or failure to perform any of the terms of this agreement. The City shall give the Recipient notice in writing of any potential breach of this Agreement, after which the applicant shall have ten (10) calendar days in which to cure said breach. In the event of a failure to cure a breach of this Agreement, the City of Hickory may pursue any remedy available, either in equity or at law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed upon the day and year first written above.

**CITY OF HICKORY**  
A North Carolina Municipal Corporation

By: \_\_\_\_\_  
Rudy Wright, Mayor

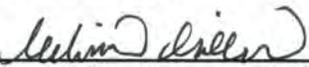
ATTEST: (SEAL)

\_\_\_\_\_  
Debbie D. Miller, City Clerk

Approved as to form and legality on behalf of the City of Hickory only:

\_\_\_\_\_  
Attorney for the City of Hickory

This document has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
\_\_\_\_\_  
Melissa Miller, Finance Officer

*Paul W Gadd*

**PAUL W GADD, OWNER**

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, \_\_\_\_\_ a Notary Public of said county and state, certify that **Debbie D. Miller** personally came before me this day and acknowledged that she is City Clerk of the City of Hickory, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Hickory, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Seal)

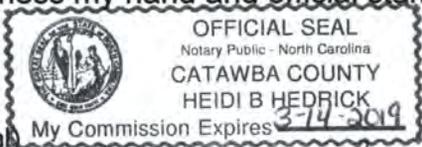
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Heidi B. Hedrick, a Notary Public of the County and State aforesaid certify that **Paul W Gadd**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 15<sup>th</sup> day of December, 2015.



(Seal)

My Commission Expires 3-14-2019

Heidi B. Hedrick  
Notary Public

My Commission Expires: March 14, 2019

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: David Leonetti, Community Development Manager**  
**Contact Person: David Leonetti, Community Development Manager**  
**Date: December 17, 2015**  
**Re: Call for Public Hearing to Amend 2014 Community Development Block Grant Annual Action Plan**

**REQUEST**

Call for public hearing to consider amending the 2014 Community Development Block Grant Annual Action Plan to increase the budget for public infrastructure improvements.

**BACKGROUND**

In April of each year, staff prepares an Annual Action Plan for its Community Development Block (CDBG) grant allocation from the federal government. This plan normally includes line items for public infrastructure improvements and single family housing rehabilitation. There is currently \$75,000 remaining in the Single Family Housing Rehabilitation Line Item. All Public Infrastructure funds are committed or will be spent in early 2016. When the City of Hickory wishes to amend its Annual Community Development Block Grant (CDBG) Annual Action Plan, a public hearing must be conducted to ensure public input is sought for the proposed changes. The proposed amendment will adjust the City's 2014 CDBG Annual Action Plan as follows:

**Decrease:** Housing Rehabilitation/Purchase Program           -\$75,000

**Increase:** Public Infrastructure Improvements               +\$75,000

**ANALYSIS**

This funding will allow the City to complete two to three additional street resurfacing projects in eligible neighborhoods. The reduction in housing rehabilitation funds will not have a negative impact on the City's housing rehabilitation programs. There is adequate funding to complete all current projects and any loan applications that the City is likely to receive prior to the end of the fiscal year. The funding is located in other CDBG project year budgets and the City's Owner/Rental Rehabilitation fund.

**RECOMMENDATION**

Staff recommends that City Council call for a public hearing on January 19, 2016 to consider amending the 2014 Community Development Block Grant Annual Action Plan.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

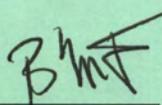
No

**LIST THE EXPENDITURE CODE:**

059-1528-558-38-~~38~~-30

**Reviewed by:**

Brian Frazier



12/17/15

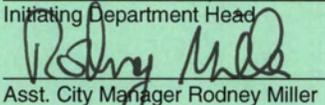
Initiating Department Head

Date

Deputy City Attorney, A. Dula

Date

Asst. City Manager Rodney Miller



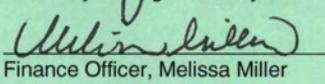
12-29-15

Date

Asst. City Manager, A. Surratt

Date

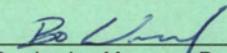
Finance Officer, Melissa Miller



12-30-15

Date

Purchasing Manager, Bo Weichel

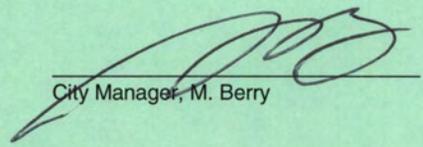


12-30-15  
Date

Date

Recommended for approval and placement on \_\_\_\_\_ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

City Manager, M. Berry



Date

**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office  
**From:** Dave Leonetti, Community Development Manager, Planning Department  
**Contact Person:** Dave Leonetti  
**Date:** December 23, 2015  
**Re:** 2016 Urgent Repair Program Application

**REQUEST** Please review the attached Application for Funding through the 2016 Urgent Repair Program (URP16) and provide approval for submission to the N.C. Housing Finance Agency. The application deadline is January 25, 2016.

**BACKGROUND** The City of Hickory Community Development Department will apply for Urgent Repair Program funds for funding through the North Carolina Housing Finance Agency's Urgent Repair Program. The City of Hickory will apply for \$75,000.00 through this program in order to assist approximately 10 eligible homes with urgently needed repairs in an amount not to exceed \$8,000 per housing unit. The City of Hickory will provide \$5,000 in matching funds, available from Rental Rehabilitation program income. NC Housing Finance Agency requires a \$50.00 application fee. Attached is a copy of the Application.

**ANALYSIS** The City of Hickory Community Development Department, in complying with the N.C. Housing Finance Agency's guidelines, has prepared an Application for Funding for the 2016 Urgent Repair Program. The Application incorporates program requirements, applicant eligibility standards, and program capabilities. Upon approval by Hickory City Council, the Application for Funding will be submitted with \$50.00 application fee to NC Housing Finance Agency.

**RECOMMENDATION** Staff recommends approval of submission of the attached 2016 Urgent Repair Program Application for funding to the NC Housing Finance Agency.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier BMF  
Initiating Department Head 12/23/15  
Date

Deputy City Attorney, A. Dula \_\_\_\_\_  
Date

Rodney Miller  
Asst. City Manager Rodney Miller 12-24-15  
Date

Asst. City Manager, A. Surratt \_\_\_\_\_  
Date

Melissa Miller  
Finance Officer, Melissa Miller 12-30-15  
Date

Bo Weichel  
Purchasing Manager, Bo Weichel 12-30-15  
Date

\_\_\_\_\_  
Date

Recommended for approval and placement on \_\_\_\_\_ Council agenda (as  
Consent, Public Hearing, Informational, Department Report, etc).

M. Berry  
City Manager, M. Berry

\_\_\_\_\_  
Date

NORTH CAROLINA HOUSING FINANCE AGENCY

**Application for Funding**

**2016 Urgent Repair Program  
(URP16)**

**I. Program Applicant**

**A. Applicant Organization:**

1. Legal Name	City of Hickory		
2. Street Address	76 North Center Street		
3. Mailing Address	PO Box 398		
4. City	Hickory	ZIP	28603
5. Fax Number	(828) 323-7476	6. Federal Tax ID	56-6001244
7. DUNS Number	07-106-2483		
8. Website address	www.hickorync.gov		

**B. Chief Administrative Official:**

1. Name	Mick W. Berry	2. Title	City Manager
3. Phone Number	(828) 323-7412	4. Email	<a href="mailto:mberry@hickorync.gov">mberry@hickorync.gov</a>

**C. Contracted Administrator Information:** *(Consulting firm, COG, etc., if applicable)*

1. Organization Name	Same as above		
2. Mailing Address			
3. City		ZIP	
4. Fax Number			
5. Chief Operating Officer			

**D. Project Contact Person:** *(Who should NCHFA contact for URP project details?)*

1. Name	Dave Leonetti/Heidi Hedrick	2. Title	Comm. Dev. Mgr/Admin. Asst.
3. Phone Number	(828) 323-7414	4. Email	<a href="mailto:dleonetti@hickorync.gov">dleonetti@hickorync.gov</a> / <a href="mailto:hhedrick@hickorync.gov">hhedrick@hickorync.gov</a>

**E. Type of Applicant:**

1. Community Action Agency.....	<input type="checkbox"/>	2. Other Nonprofit Corporation.....	<input type="checkbox"/>
3. Public Housing Authority.....	<input type="checkbox"/>	4. Other Public Agency.....	<input type="checkbox"/>
5. Local Government.....	<input checked="" type="checkbox"/>	6. Regional Council.....	<input type="checkbox"/>

**F. Brief Description of your Organization** *(Non Government Organizations ONLY)*

**G. Funding Requested:**

1. Total amount of Program funds requested.....	\$75,000
2. Total number of dwelling units targeted for Program assistance.....	10

**THIS SECTION FOR NCHFA USE ONLY**

Date received	Ap. No.	Fee enclosed	No. copies	Thresh.	Score	Cap.

## URP16 APPLICATION FOR FUNDING

### II. Project Design

A. **Service Area:** In all cases, "service area" is defined as the geographic area or areas in which homeowners are equally eligible to apply for assistance. Recipients may choose to accept applications on a first-come, first-served basis from throughout the service area, while adhering to section 6 (Eligible households) of the Application Guidelines, or to allocate equitable portions of the grant to all eligible localities within the service area. Otherwise homeowners' applications must be rated and prioritized without regard to the applicant's specific locality within the service area.

1. Please define your service area in specific terms:

The funds will be utilized within the City Limits of Hickory. Only eligible applicants who reside in the City of Hickory will be able to participate in the program.

2. Complete the following matrix to define your proposed service area by county, population, number of dwelling units targeted for assistance and amount of Program funds projected to be spent in each county. *If the service area comprises an entire county or city use the July 2014 population estimates from the North Carolina State Data Center available at*

[https://ncosbm.s3.amazonaws.com/s3fs-public/demog/countygrowth\\_cert\\_2014.html](https://ncosbm.s3.amazonaws.com/s3fs-public/demog/countygrowth_cert_2014.html)

Use the July 2014 population column. Applications for grants exceeding \$100,000 must serve multiple counties in their entirety.

County(s) in which service area is located	Population of service area	Proposed	
		# of units	Program funds
a. Catawba (City of Hickory)	40,130	10	\$75,000
b.			
c.			
d.			
e.			
f.			
g.			
h.			
i. Totals =	40,130	10	\$75,000

3. If the service area contains other than an entire city or county, attach a map clearly delineating the proposed service area boundaries, and service area population. Label the map "Exhibit II A 2".

## URP16 Application for Funding

### II. Project Design *(continued)*

**B. Beneficiary Targeting:**

Do not submit your proposed project assistance policy with this application for funding. If your project is selected for funding, you will be requested to submit your assistance policy with the post approval documentation.

**C. Client Relations:**

Linking special needs households to services beyond housing is viewed as an integral part of the Urgent Repair Program. Explain in detail the system which will be used to screen and refer households for other needed services (list services) and describe the roles of those involved in the process. Be sure to explain the screening/referral roles of any URP project staff in detail. Please limit the narrative to one 8-1/2" x 11" attachment (min 11 font) labeled II. C in the upper right hand corner. Attachments should be attached in the order that they were requested, at the back of the application.

**D. Proposed procurement and construction:**

*Indicate which of the following will be used to effect your URP-funded work.*

	Yes	No
1. Private-sector construction contractors. ....	X	
2. Competitive sealed bids. ....	X	
3. Competitive negotiation. ....	X	
4. Telephone bid solicitation. ....	X	
5. Non-competitive negotiation. ....		X
6. Work crews employed by the applicant organization. ....		X
7. Weatherization contractor procured under WAP guidelines. ....		X

**E. Other resources to be used with URP funds for Hard Costs only:**

	Yes	No	Value/Amt.
1. Weatherization Assistance Program (WAP) funds. ....		X	
2. Heating Appliance Repair & Replacement Program (HARRP) funds. ....		X	
3. Independent Living Center funds. ....		X	
4. Council on Aging funds. ....		X	
5. USDA-Rural Development Section 504 loans. ....		X	
6. Volunteer labor*. ....		X	
7. Donated materials*. ....		X	
8. Matching local funds*. ....	X		\$5,000
9. <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>			

*\*Attach documentation of matching contributions listed on lines 6, 7 and/or 8, above. Label as Exhibit II.E. Matching contributions on those lines must be used for eligible URP Hard Costs only. Other resources may be used for program support, but those contributions will provide no competitive advantage in URP application rankings.*

## URP16 Application for Funding

### II. Project Design *(continued)*

#### F. Project Schedule:

Assuming a maximum of 18 months from funding agreement until close-out and a hypothetical starting date of July 1, 2016, please indicate below your projected project progress, in terms of dwelling units repaired or modified with Program assistance during each calendar quarter. (Note: All Program funds must be obligated within 18 months. Recipient will have an additional forty-five (45) days to complete all units and submit closeout documentation). Please complete a proposed schedule for your project.

Quarter	Unit Completions	Quarter	Unit Completions
1. 7/1/16 - 9/30/16.....	1	4. 4/1/17 - 6/30/17.....	2
2. 10/1/16 - 12/31/16.....	3	5. 7/1/17 - 9/30/17.....	1
3. 1/1/17 - 3/31/17.....	2	6. 10/1/17 - 12/31/17.....	1
Total =			10

### III. Applicant Capacity

#### A. Rehabilitation/Repair Program Experience and Status:

For each home repair, urgent repair or comprehensive housing rehabilitation grant received by the applicant since July 1, 2011, provide the information indicated below. If more than six separate grants were received during this 5-year period, copy page 6 and attach as page 6 A. Funding sources to list here include Community Development Block Grant ("CDBG"), HOME Investment Partnership Program ("HOME") allocations from a local government or consortium, Single-Family Rehabilitation Program (SFR) grants, USDA-Rural Development Housing Preservation Grant Program ("HPG") funds, Weatherization Assistance Program ("WAP") funds, Urgent Repair Program grants, minor home repair project, local emergency repair programs, etc. ***Please list the oldest grant first.***

**B.** We prefer that the following tables be used to record the applicants rehab/repair experience and current status of funding related to units which may be targeted for rehabilitation. However, for some applicants it may be more appropriate to provide a narrative which speaks to the capacity of the applicant to carry out comprehensive rehabilitation of owner-occupied units. If so, please limit the narrative to one 8-1/2" x 11" attachment (min 11 font) labeled III. B in the upper right hand corner. Attachments should be attached in the order that they were requested, at the back of the application. The narrative should detail the applicants housing rehabilitation experience including the number of units comprehensively rehabilitated in the past five years, (broken out by year), the average amount of funding per unit (including volunteer labor, materials and donated materials) and any other information relevant to documenting the applicants capacity to affectively perform comprehensive housing rehabilitation.

## URP16 Application for Funding

### III. Applicant Capacity *(continued)*

#### A. Rehabilitation/Repair Program Experience and Status: *(continued)*

1. Program name (use standard abbreviations as shown above).....	CDBG
a. Funding cycle (2011, 2012, etc.).....	2011
b. Date of award or project commencement date.....	07/01/11
c. Grant/Funding Agreement number.....	B11-MC37-0013
d. Project close-out date or deadline.....	06/30/12
e. Total grant allocation amount.....	\$287,688
f. Matching funds/local contribution.....	\$0
g. Program rehabilitation/repair budget (hard costs only).....	\$149,946
h. Number of dwelling units targeted for rehabilitation/repairs.....	11
i. Number of dwelling units completed to date.....	11
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$13,631
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/> or Active. . <input checked="" type="checkbox"/>
2. Program name (use standard abbreviations as shown above).....	URP
a. Funding cycle (2011, 2012, etc.).....	2011
b. Date of award or project commencement date.....	09/29/11
c. Grant/Funding Agreement number.....	URP1111
d. Project close-out date or deadline.....	03/16/13
e. Total grant allocation amount.....	\$37,500
f. Matching funds/local contribution.....	\$3,750
g. Program rehabilitation/repair budget (hard costs only).....	\$37,250
h. Number of dwelling units targeted for rehabilitation/repairs.....	10
i. Number of dwelling units completed to date.....	10
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$3,725
l. Current status of grant.....Closed-out. . . . .	<input checked="" type="checkbox"/> or Active. . <input type="checkbox"/>
3. Program name (use standard abbreviations as shown above).....	CDBG
a. Funding cycle (2011, 2012, etc.).....	2012
b. Date of award or project commencement date.....	07/01/12
c. Grant/Funding Agreement number.....	B12-MC37-0013
d. Project close-out date or deadline.....	06/30/13
e. Total grant allocation amount.....	\$303,218
f. Matching funds/local contribution.....	\$0
g. Program rehabilitation/repair budget (hard costs only).....	\$86,633
h. Number of dwelling units targeted for rehabilitation/repairs.....	10
i. Number of dwelling units completed to date.....	10
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$8,663
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/> or Active. . <input checked="" type="checkbox"/>

## URP16 Application for Funding

### III. Applicant Capacity *(continued)*

#### A. Rehabilitation/Repair Program Experience and Status: *(continued)*

4. Program name (use standard abbreviations as shown above).....	URP
a. Funding cycle (2011, 2012, etc.).....	2012
b. Date of award or project commencement date.....	08/02/12
c. Grant/Funding Agreement number.....	URP1221
d. Project close-out date or deadline.....	02/14/14
e. Total grant allocation amount.....	\$37,500
f. Matching funds/local contribution.....	\$3,750
g. Program rehabilitation/repair budget (hard costs only).....	\$37,250
h. Number of dwelling units targeted for rehabilitation/repairs.....	9
i. Number of dwelling units completed to date.....	9
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$4,139
l. Current status of grant.....Closed-out. . . . .	<input checked="" type="checkbox"/> or Active. . <input type="checkbox"/>
5. Program name (use standard abbreviations as shown above).....	CDBG
a. Funding cycle (2011, 2012, etc.).....	2013
b. Date of award or project commencement date.....	07/01/13
c. Grant/Funding Agreement number.....	B13-MC37-0013
d. Project close-out date or deadline.....	06/30/14
e. Total grant allocation amount.....	\$301,142
f. Matching funds/local contribution.....	\$0
g. Program rehabilitation/repair budget (hard costs only).....	\$45,136
h. Number of dwelling units targeted for rehabilitation/repairs.....	6
i. Number of dwelling units completed to date.....	2
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$5,361
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/> or Active. . <input checked="" type="checkbox"/>
6. Program name (use standard abbreviations as shown above).....	URP
a. Funding cycle (2011, 2012, etc.).....	2013
b. Date of award or project commencement date.....	07/24/13
c. Grant/Funding Agreement number.....	URP1317
d. Project close-out date or deadline.....	02/16/15
e. Total grant allocation amount.....	\$37,500
f. Matching funds/local contribution.....	\$3,750
g. Program rehabilitation/repair budget (hard costs only).....	\$37,250
h. Number of dwelling units targeted for rehabilitation/repairs.....	10
i. Number of dwelling units completed to date.....	10
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$4,125
l. Current status of grant.....Closed-out. . . . .	<input checked="" type="checkbox"/> or Active. . <input type="checkbox"/>

## URP16 Application for Funding

### III. Applicant Capacity *(continued)*

#### A. Rehabilitation/Repair Program Experience and Status: *(continued)*

4. Program name (use standard abbreviations as shown above).....	CDBG
a. Funding cycle (2011, 2012, etc.).....	2014
b. Date of award or project commencement date.....	07/01/14
c. Grant/Funding Agreement number.....	B14-MC37-0013
d. Project close-out date or deadline.....	06/30/15
e. Total grant allocation amount.....	\$310,314
f. Matching funds/local contribution.....	\$0
g. Program rehabilitation/repair budget (hard costs only).....	\$65,000
h. Number of dwelling units targeted for rehabilitation/repairs.....	10
i. Number of dwelling units completed to date.....	0
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/> or Active. . <input checked="" type="checkbox"/>
5. Program name (use standard abbreviations as shown above).....	URP
a. Funding cycle (2011, 2012, etc.).....	2014
b. Date of award or project commencement date.....	08/05/14
c. Grant/Funding Agreement number.....	URP1413
d. Project close-out date or deadline.....	12/31/15
e. Total grant allocation amount.....	\$50,000
f. Matching funds/local contribution.....	\$5,000
g. Program rehabilitation/repair budget (hard costs only).....	\$43,852
h. Number of dwelling units targeted for rehabilitation/repairs.....	12
i. Number of dwelling units completed to date.....	12
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$3,654
l. Current status of grant.....Closed-out. . . . .	<input checked="" type="checkbox"/> or Active. . <input type="checkbox"/>
6. Program name (use standard abbreviations as shown above).....	CDBG
a. Funding cycle (2011, 2012, etc.).....	2015
b. Date of award or project commencement date.....	7/01/15
c. Grant/Funding Agreement number.....	B15-MC37-0013
d. Project close-out date or deadline.....	06/30/16
e. Total grant allocation amount.....	\$300,041
f. Matching funds/local contribution.....	\$0
g. Program rehabilitation/repair budget (hard costs only).....	\$18,000
h. Number of dwelling units targeted for rehabilitation/repairs.....	0
i. Number of dwelling units completed to date.....	0
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$0
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/> or Active. . <input checked="" type="checkbox"/>

## URP16 Application for Funding

### III. Applicant Capacity *(continued)*

#### A. Rehabilitation/Repair Program Experience and Status: *(continued)*

4. Program name (use standard abbreviations as shown above).....	URP	
a. Funding cycle (2011, 2012, etc.).....	2015	
b. Date of award or project commencement date.....	07/30/15	
c. Grant/Funding Agreement number.....	URP1513	
d. Project close-out date or deadline.....	12/31/16	
e. Total grant allocation amount.....	\$50,000	
f. Matching funds/local contribution.....	\$5,000	
g. Program rehabilitation/repair budget (hard costs only).....	\$49,000	
h. Number of dwelling units targeted for rehabilitation/repairs.....	12	
i. Number of dwelling units completed to date.....	5	
j. Number of rehabilitation/repair jobs under contract at present.....	3	
k. Average hard cost per unit completed (all sources).....	\$4,782	
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/>	or Active. . <input checked="" type="checkbox"/>
5. Program name (use standard abbreviations as shown above).....		
a. Funding cycle (2011, 2012, etc.).....		
b. Date of award or project commencement date.....		
c. Grant/Funding Agreement number.....		
d. Project close-out date or deadline.....		
e. Total grant allocation amount.....		
f. Matching funds/local contribution.....		
g. Program rehabilitation/repair budget (hard costs only).....		
h. Number of dwelling units targeted for rehabilitation/repairs.....		
i. Number of dwelling units completed to date.....		
j. Number of rehabilitation/repair jobs under contract at present.....		
k. Average hard cost per unit completed (all sources).....		
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/>	or Active. . <input type="checkbox"/>
6. Program name (use standard abbreviations as shown above).....		
a. Funding cycle (2011, 2012, etc.).....		
b. Date of award or project commencement date.....		
c. Grant/Funding Agreement number.....		
d. Project close-out date or deadline.....		
e. Total grant allocation amount.....		
f. Matching funds/local contribution.....		
g. Program rehabilitation/repair budget (hard costs only).....		
h. Number of dwelling units targeted for rehabilitation/repairs.....		
i. Number of dwelling units completed to date.....		
j. Number of rehabilitation/repair jobs under contract at present.....		
k. Average hard cost per unit completed (all sources).....		
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/>	or Active. . <input type="checkbox"/>

## URP16 Application for Funding

### III. Applicant Capacity *(continued)*

**C. Staff Qualifications and Experience:**

Identify key personnel below according to their roles in implementing the URP project. Attach a current resume for each individual listed. Label resumes as "Exhibit III C". It is especially important that the resumes of technical staff - those responsible for the urgent repair management, work write-ups, etc. - list all relevant training workshops and seminars along with technical credentials such as building inspector certifications, contractor licenses, lead paint certification, etc.

Project Role	Name/Position Title	
1. URP project administration. . . . .	Name	Dave Leonetti
	Title	Community Development Manager
2. Financial management. . . . .	Name	Melissa Miller
	Title	Finance Manager
3. Construction oversight. . . . .	Name	Dave Leonetti
	Title	Community Development Manager
4. Work write-ups/cost estimates. . . . .	Name	Dave Leonetti
	Title	Community Development Manager
5. Interim inspections of work. . . . .	Name	Dave Leonetti
	Title	Community Development Manager
6. Final inspections of work. . . . .	Name	Dave Leonetti
	Title	Community Development Manager
7. Applicant intake/eligibility. . . . .	Name	Heidi Hedrick
	Title	Administrative Assistant
8. Client counseling/referrals. . . . .	Name	Heidi Hedrick
	Title	Administrative Assistant
9. Legal services, recording, etc. . . . .	Name	Arnita Dula
	Title	Staff Attorney

Applicants proposing to act as general contractor and use member-employed work crews and/or volunteers to facilitate the related rehabilitation work must demonstrate satisfactory capacity to fulfill this role. To do this applicants must, in part, have capable construction supervisory personnel on the job site. If applicable, please identify key construction supervisory personnel below according to their roles. Attach a current resume, including a list of all relevant training, workshops, seminars, and technical credentials, for each individual listed below.

9. Construction Supervisor. . . . .	Name	
	Title	
10. Job Site Volunteer Foreman. . . . .	Name	
	Title	

**URP16 Application for Funding**

**IV. Certifications**

The applicant hereby certifies that:

- A.** The information in this application is complete and accurate and the applicant possesses the legal authority to apply for and receive the Program funds and the person signing the application has the proper authority to do so; and,
- B.** The applicant agrees that the Agency may conduct its own independent review of the information herein and the attachments, and may verify information from any source; and,
- C.** The applicant understands that the North Carolina Housing Finance Agency will not be responsible for any costs incurred by the applicant in developing and submitting this application, and that all applications submitted become the property of the Agency; and,
- D.** The applicant is under no administrative restrictions from federal, state or local sources to receive funding; and,
- E.** The applicant, if funded, will comply with the applicable provisions of General Statute 143-6.1 related to conflicts of interest.

Attest (signature)
Debbie D. Miller
Typed Name
City Clerk
Title
Date

Chief Administrative Official (Signature)
Mick W. Berry
Typed Name
City Manager
Title
Date

Applications must be received by the North Carolina Housing Finance Agency by 5:00 pm, January 25, 2016.  
Mail or deliver to:

The Strategic Investment Group  
North Carolina Housing Finance Agency  
3508 Bush Street  
Raleigh, NC 27609-7509

Submit one original signature version and one copy of your application. All applications must be accompanied by an application fee (\$50.00). Make checks payable to the N.C. Housing Finance Agency.

**BUDGET ORDINANCE AMENDMENT # 14**

**BE IT ORDAINED** by the Governing Board of the City of Hickory, that pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016.

**SECTION 1.** To amend the General Fund the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Economic & Community Development	200	
<b>TOTAL</b>	200	-

To provide the additional revenue for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenue	200	
<b>TOTAL</b>	200	-

**SECTION 2.** Copies of the budget ordinance amendment shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**

**From:** Planning & Development Services Department – Cal Overby, Principal Planner

**Contact Person:** Cal Overby, Principal Planner

**Date:** December 23, 2015

**Re:** Public Hearing for the Consideration of Rezoning Petition 15-02

**REQUEST**

Consideration of Rezoning Petition 15-02.

**BACKGROUND**

Gregory Whitley, agent for Cecil and Rachel Munday, has petitioned for the rezoning of 11.396 acres of property located at 3061 Short Road. The petition is to rezone the property from Catawba County R-20 Residential to City of Hickory Planned Development (PD). Note: The subject property was annexed into the City of Hickory on October 31, 2015.

**ANALYSIS**

The general area is predominately located in an area classified as Regional Commercial by the Hickory By Choice 2030 Comprehensive Plan. Additional a smaller portion of the southernmost portion of the vicinity is located in an area classified as Low-Density Residential by the Hickory By Choice 2030 Comprehensive Plan. (Note: The Hickory By Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.)

The Hickory by Choice 2030 Comprehensive Plan classifies the majority of the area as Regional Commercial. The Regional Commercial future land use classification is explained to consist of commercial areas located along the I-40 / US 70 corridor, which provide goods and services to city residents as well as residents living in surrounding communities (HBC 2030, Page 3.10). Hickory by Choice 2030 goes on to list the C-3 district as being the implementing zone for this specific future land use classification (HBC 2030, Page 3.13).

The Hickory By Choice 2030 Comprehensive Plan classifies a smaller portion of the area Low Density Residential. The Low Density Residential classification is intended to provide as a transitional area between higher density residential areas and surrounding rural areas by offering residential development at an density of four (4) to six (6) dwelling units per acre (HBC 2030, Page 3.9)

The subject property could be rezoned to Regional Commercial (C-3) and be consistent with the findings and goals of the Hickory by Choice 2030 Comprehensive Plan. While permitting for non-residential development, the Regional Commercial (C-3) district also provides the opportunity for property to be used for multi-family residential purposes at a maximum density of twenty (20) dwelling units per acre.

The applicants have submitted a petition requesting a rezoning to Planned Development to facilitate the construction of an 80 unit multi-family development (apartment complex), which consists of four apartment buildings, a clubhouse, and vehicular parking areas. The development is proposed at a density of 6.7 dwelling units per acre. Please refer to the accompanying Planned Development master plan for more detail.

While the rezoning of the property to Regional Commercial (C-3) could provide the opportunity for the type of development proposed, the Regional Commercial (C-3) district is a general use zoning district, which once approved could be developed for any use permitted within the district (i.e. commercial, office, service, residential, etc.). The use of the Planned Development (PD) option provides the owners and developers with the opportunity to develop the property in the manner in

which they desire, while providing a much more certain picture of how the property will ultimately develop.

**RECOMMENDATION**

Staff finds the Rezoning Petition 15-02 to be consistent with the Hickory <sup>by</sup> Choice 2030 Comprehensive Plan, and recommends approval. The Hickory Regional Planning Commission conducted a public hearing to consider this petition at its December 2, 2015 meeting, and voted 7-2 to recommend City Council approval of the requested rezoning.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier  
Initiating Department Head

12/23/15  
Date

\_\_\_\_\_  
Deputy City Attorney, A. Dula

\_\_\_\_\_  
Date

Rodney Miller  
Asst. City Manager Rodney Miller

12-29-15  
Date

\_\_\_\_\_  
Asst. City Manager, A. Surratt

\_\_\_\_\_  
Date

Melissa Miller  
Finance Officer, Melissa Miller

12-30-15  
Date

Bo Weichel  
Purchasing Manager, Bo Weichel

12-30-15  
Date

\_\_\_\_\_  
Date

**Recommended for approval and placement on \_\_\_\_\_ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).**

M. Berry  
City Manager, M. Berry

\_\_\_\_\_  
Date



## **HICKORY REGIONAL PLANNING COMMISSION ZONING MAP AMENDMENT CONSISTENCY STATEMENT**

On December 2, 2015 the Hickory Regional Planning Commission conducted a Public Hearing for the purpose of considering Rezoning Petition 15-02. Upon considering the matter, the Hickory Regional Planning Commission found:

*The general area is predominately located in an area classified as Regional Commercial by the Hickory By Choice 2030 Comprehensive Plan. Additional a smaller portion of the southernmost portion of the vicinity is located in an area classified as Low-Density Residential by the Hickory By Choice 2030 Comprehensive Plan. (Note: The Hickory By Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.)*

*The Hickory by Choice 2030 Comprehensive Plan classifies the majority of the area as Regional Commercial. The Regional Commercial future land use classification is explained to consist of commercial areas located along the I-40 / US 70 corridor, which provide goods and services to city residents as well as residents living in surrounding communities (HBC 2030, Page 3.10). Hickory by Choice 2030 goes on to list the C-3 district as being the implementing zone for this specific future land use classification (HBC 2030, Page 3.13).*

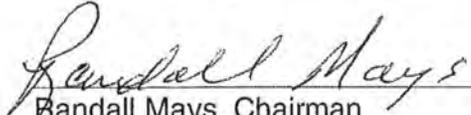
*The Hickory By Choice 2030 Comprehensive Plan classifies a smaller portion of the area Low Density Residential. The Low Density Residential classification is intended to provide as a transitional area between higher density residential areas and surrounding rural areas by offering residential development at an density of four (4) to six (6) dwelling units per acre (HBC 2030, Page 3.9)*

*The subject property could be rezoned to Regional Commercial (C-3) and be consistent with the findings and goals of the Hickory by Choice 2030 Comprehensive Plan. While permitting for non-residential development, the Regional Commercial (C-3) district also provides the opportunity for property to be used for multi-family residential purposes at a maximum density of twenty (20) dwelling units per acre.*

*While the rezoning of the property to Regional Commercial (C-3) could provide the opportunity for the type of development proposed, the Regional Commercial (C-3) district is a general use zoning district, which once approved could be developed for any use permitted within the district (i.e. commercial, office, service, residential, etc.). The use of the Planned Development (PD) option provides the owners and developers with*

*the opportunity to develop the property in the manner in which they desire, while providing a much more certain picture of how the property will ultimately develop.*

Based upon these findings, the Hickory Regional Planning Commission has found Rezoning Petition 15-02 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan, and recommends Hickory City Council approval of the petition. This recommendation was affirmed by a 7-2 vote of the Hickory Regional Planning Commission.

  
\_\_\_\_\_  
Randall Mays, Chairman

12-2-15  
Date

## REZONING ANALYSIS

**PETITION:** Rezoning 15-02

**APPLICANT:** Gregory T. Whitley

**OWNER:** Cecil and Rachel Munday

**PROPERTY LOCATION:** 3061 Short Road

**PIN:** 3711-12-95-4256

**WARD:** The subject property is located in Ward 3 (Councilman Seaver).

**ACREAGE:** 11.936 acres (519,932.16 ft<sup>2</sup>)

**REQUESTED ACTION:** The applicant has submitted a petition requesting the subject property be rezoned from Catawba County R-20 Residential to City of Hickory Planned Development (PD), which is a conditional zoning district. The requested rezoning is intended to accomplish the two following items:

1. assign a zoning classification to a property that was recently voluntarily annexed into the City of Hickory; and
2. petition for approval of residential Planned Development.

**BACKGROUND:** The subject property was voluntarily annexed into the City of Hickory on October 31, 2015. Prior to annexation the subject property was under the planning and zoning jurisdiction of Catawba County, as it was not located within the City's extra-territorial jurisdictional area (ETJ). With the annexation of the property the City of Hickory is obligated to assign its own zoning to the property.

Prior to and during the annexation process, the owner's agents and city staff discussed the intended use of the property. During these discussions the owners' agent indicated the proposed use of the property would be multi-family residential. Understanding some of the complexities related to zoning the property for these purposes, a mutual agreement was made to request the property be placed into a Planned Development (PD) district.

**DEVELOPMENT POTENTIAL:** The current R-20 Residential zoning assigned to the property by Catawba County is characterized by the Catawba County Unified Development Ordinance (UDO) as being a residential district, with a maximum prescribed density of two (2) dwelling units per acre.

Should the property be rezoned to Planned Development (PD), the use of the property would be limited to the type and intensity of uses depicted on the Planned Development master plan, and within the ordinance creating the district.

The Planned Development (PD) proposal prepared and presented by the petitioner is for the consideration of a multi-family residential development. The proposed development, which is depicted in greater detail on the accompanying Planned Development Master Plan, includes the construction of four (4), three (3) story residential buildings that contain eighty (80) dwelling units. The plans also depict a clubhouse, playground, and parking area.

The standards for Planned Development (PD) Districts are outlined in Article 5 of the Hickory Land Development Code. Specifically, the Planned Development (PD) district allows for the

creation of residential planned developments, provided at least five (5) acres of property is contained within the district. In these instances the maximum density is limited to twenty (20) units per acre.

As noted above, the subject property is 11.936 acres in size, and the proposed residential density of the development proposal is 6.7 dwelling units per acre, which is 34% of the maximum permitted. Both the area and density of the proposed development are within the parameters for the creation of a residential Planned Development (PD).

**REVIEW CRITERIA:** In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan* and the stated Purpose and Intent of this Land Development Code **(Please refer to Map 1 for more detail);**

*The general area is predominately located in an area classified as Regional Commercial by the Hickory By Choice 2030 Comprehensive Plan. Additional a smaller portion of the southernmost portion of the vicinity is located in an area classified as Low-Density Residential by the Hickory By Choice 2030 Comprehensive Plan. (Note: The Hickory By Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.)*

*The Hickory by Choice 2030 Comprehensive Plan classifies the majority of the area as Regional Commercial. The Regional Commercial future land use classification is explained to consist of commercial areas located along the I-40 / US 70 corridor, which provide goods and services to city residents as well as residents living in surrounding communities (HBC 2030, Page 3.10). Hickory by Choice 2030 goes on to list the C-3 district as being the implementing zone for this specific future land use classification (HBC 2030, Page 3.13).*

*The Hickory By Choice 2030 Comprehensive Plan classifies a smaller portion of the area Low Density Residential. The Low Density Residential classification is intended to provide as a transitional area between higher density residential areas and surrounding rural areas by offering residential development at an density of four (4) to six (6) dwelling units per acre (HBC 2030, Page 3.9)*

*The subject property could be rezoned to Regional Commercial (C-3) and be consistent with the findings and goals of the Hickory by Choice 2030 Comprehensive Plan. While permitting for non-residential development, the Regional Commercial (C-3) district also provides the opportunity for property to be used for multi-family residential purposes at a maximum density of twenty (20) dwelling units per acre.*

*While the rezoning of the property to Regional Commercial (C-3) could provide the opportunity for the type of development proposed, the Regional Commercial (C-3) district is a general use zoning district, which once approved could be developed for any use permitted within the district (i.e. commercial, office, service, residential, etc.). The use of the Planned Development (PD) option provides the owners and developers with the opportunity to develop the property in the manner in which they desire, while providing a much more certain picture of how the property will ultimately develop.*

**Section 1.7 of the Hickory Land Development Code contains its Stated Purpose and Intent. This section contains five (5) specific items which the Land Development Code is intended to uphold. These are as follows:**

- Implement the Hickory by Choice 2030 Comprehensive Plan;

*The owner / applicant has provided a definitive development plan for how the property is proposed to be developed. As outlined in the above under the "Development Potential" narrative, the subject property is predominately located in an area classified as Regional Commercial.*

*While it would be consistent with the Hickory By Choice 2030 Comprehensive Plan to rezone the property to Regional Commercial (C-3), where the property could be developed for the use indicated by the applicant; some of the uses permitted within this district may be incompatible with those uses currently present in the surrounding area. The use of the Planned Development option allows for the type and intensity of development being proposed, but limits the development to those specific uses. This provides a higher degree of certainty to the type of development that will be present on the property, and ensures incompatible land-use will not be introduced into the area.*

- Preserve and protect land, air, water and environmental resources and property values;

*Any and all improvements that are to take place on the property will be required to follow all applicable development regulations.*

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resource and governmental expenditures;

*The subject property is located on Short Road, approximately 500 feet southwest of its intersection with Startown Road. The proposed development has been preliminarily reviewed by the NC Department of Transportation and the City's Traffic Division regarding traffic and transportation issues. This review indicated a southbound right turn lane from Startown Road onto Short Road will be necessary to accommodate the additional vehicular traffic expected from the development.*

*Public utilities (water and sewer) are also located within close proximity to the subject property, near Short Road's intersection with Startown Rd. The development proposed for the property will require these lines to be extended to the property.*

*Additionally during formal site review and permitting, the development proposed for the property will be evaluated as to what impacts, if any, will be placed upon nearby public infrastructure. The owner / developer of the property will be required to cover any financial costs needed for any required infrastructure improvements identified above and through the evaluation process.*

- Regulate the type and intensity of development; and

*The Planned Development Master Plan, and the ordinance approving the development, will regulate the type and intensity of development that is located on the subject property. Construction plans for the property, once received, will be*

*reviewed in light of the regulations contained within the Hickory Land Development Code, and shall be required to comply with any and all applicable standards.*

- Ensure protection from fire, flood and other dangers.

*Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided for the residents of the proposed development, as well as the residents of the surrounding area.*

2. Existing land uses within the general vicinity of the subject property (**Please refer to Map 2 for more detail**):

North: *The properties immediately to the north and to the north across Short Road are developed as a medical clinic (Fairbrook Medical Clinic) and single-family residential uses;*

South: *The property immediately to the south is largely a wooded parcel, with a single family residence;*

East: *The property immediately to the east is occupied by a single-family residence; and*

West: *The properties immediately to the west are occupied by single-family residences.*

3. The zoning classification of property within the general vicinity of the subject property (**Please refer to Map 3 for more detail**):

North: *The properties immediately to the north, and to the north across Short Road are zoned City of Hickory Office & Institutional (OI) and Catawba County R-20 Residential;*

South: *The property to the south is zoned Catawba County R-20 Residential;*

East: *The property to the east is zoned Office & Institutional (OI); and*

West: *The properties to the west are zoned Catawba County R-20 Residential.*

4. The suitability of the subject property for the uses permitted under the existing and proposed zoning classification:

*As previously indicated, the subject property was recently voluntarily annexed into the City of Hickory, and the City must now assign its own zoning to the property. Please refer back to item number 1 under the review criteria regarding the suitability of the proposed zoning (page 2 of this report).*

5. The extent to which zoning will detrimentally affect properties within the general vicinity of the subject property:

*All zoning map amendments (rezonings) possess the potential to detrimentally impact properties in their general vicinity. However; through the planned development process the specific uses and their intensities are identified and approved as part of the rezoning process. This provides the highest degree of certainty as to how the property will develop in the future. In addition, the general standards of the City's Land Development Code will still apply to the proposed development, and these standards will ensure proper site planning buffering, and similar items are provided.*

6. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire and police protection to fall below acceptable levels.

*The subject property is located on Short Road, approximately 500 feet southwest of its intersection with Startown Road. The proposed development has been preliminarily reviewed by the NC Department of Transportation and the City's Traffic Division regarding traffic and transportation issues. This review indicated a southbound right turn lane from Startown Road onto Short Road will be necessary to accommodate the additional vehicular traffic expected from the development.*

*Public utilities (water and sewer) are also located within close proximity to the subject property, near short Road's intersection with Startown Rd. The development proposed for the property will require these lines to be extended to the property.*

*Additionally during formal site review and permitting, the development proposed for the property will be evaluated as to what impacts, if any, will be placed upon nearby public infrastructure. The owner / developer of the property will be required to cover any financial costs needed for any required infrastructure improvements identified above and through the evaluation process.*

7. The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

*The development being proposed on the subject property as the result of the zoning map amendment, will be required to be adhere to approved Planned Development Master Plan and any other requirements related to zoning, building and fire code, traffic, stormwater, etc. This requirement will work in collectively to ensure the health and safety of residents and visitors are properly protected.*

#### **RECOMMENDED ACTION:**

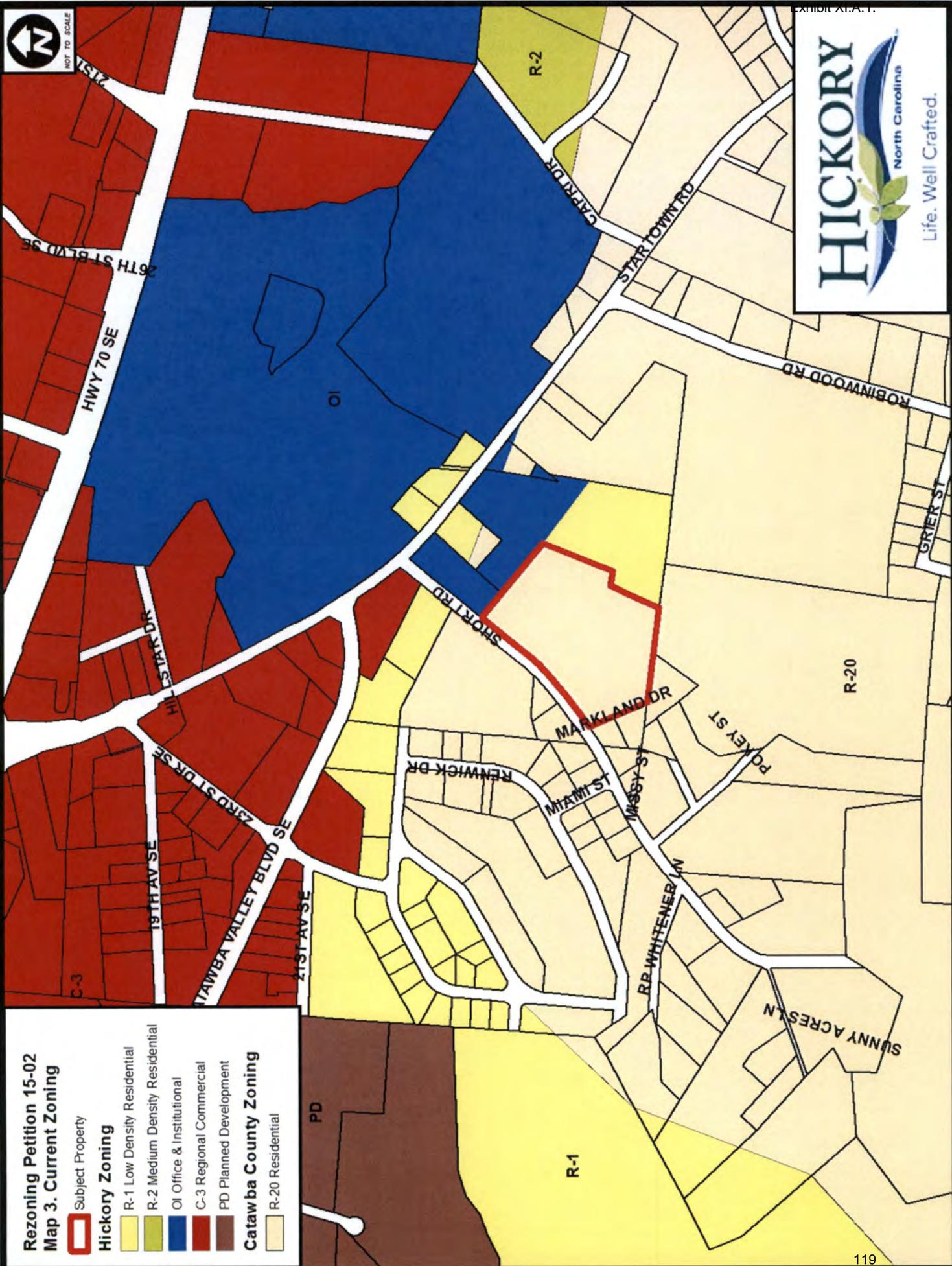
Staff finds Rezoning Petition 15-02 to be consistent with the Hickory by Choice 2030 Comprehensive Plan, and recommends approval contingent upon the following:

1. The Hickory City Council adopt a statement affirming the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan;
2. The development of the property shall be guided by the provided Planned Development Master Plan, and any other applicable standards that may relate to the development of the property;
3. The owner / developer shall be required to provide for all water and sewer extensions necessary to serve the proposed development;
4. The owner / developer shall be required to provide for a southbound right turn lane on Startown Road at its intersection with Short Road; and

The Hickory Regional Planning Commission conducted a public hearing on December 2, 2015 regarding the petition. Upon consideration and discussion, the Hickory Regional Planning Commission found the petition to be consistent with the Hickory By Choice 2030 Comprehensive Plan, and voted 7-2 to recommend City Council approval.

**CITIZEN INPUT:**

During the hearing conducted by the Hickory Regional Planning Commission six (6) citizens who reside along Short Road spoke regarding the matter. A common theme that was expressed by the residents was a concern about traffic at the intersection of Short Road and Startown Road. One (1) citizen also expressed concern regarding stormwater and run-off that would be generated by the proposed development.



**Rezoning Petition 15-02**  
**Map 3. Current Zoning**

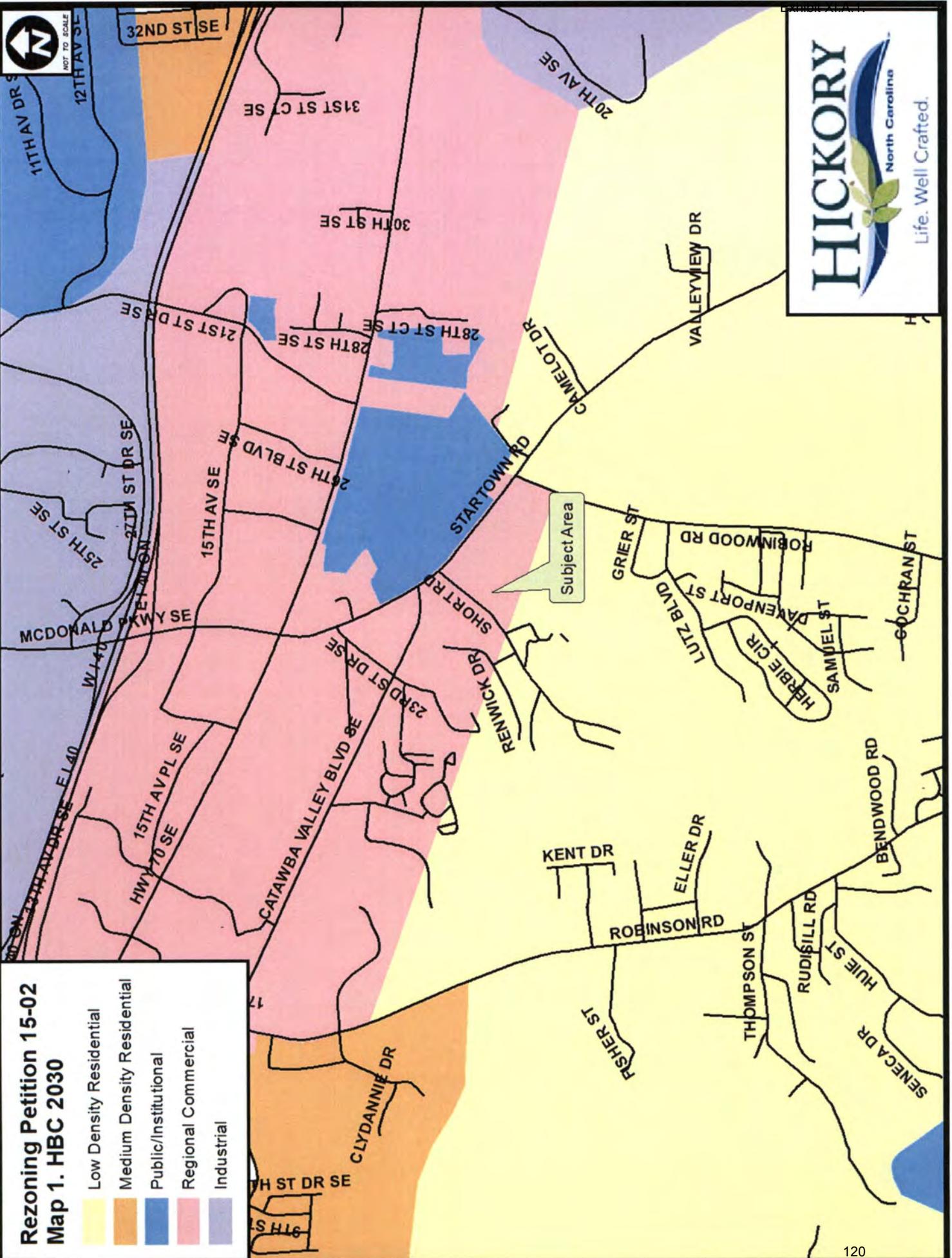
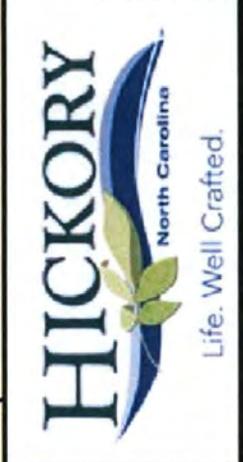
 Subject Property

**Hickory Zoning**

-  R-1 Low Density Residential
-  R-2 Medium Density Residential
-  OI Office & Institutional
-  C-3 Regional Commercial
-  PD Planned Development

**Catawba County Zoning**

-  R-20 Residential



Subject Area

**Rezoning Petition 15-02  
Map 1. HBC 2030**

-  Low Density Residential
-  Medium Density Residential
-  Public/Institutional
-  Regional Commercial
-  Industrial



Rezoning Petition 15-02  
Map 2. Aerial Photo (2014)



Subject Property



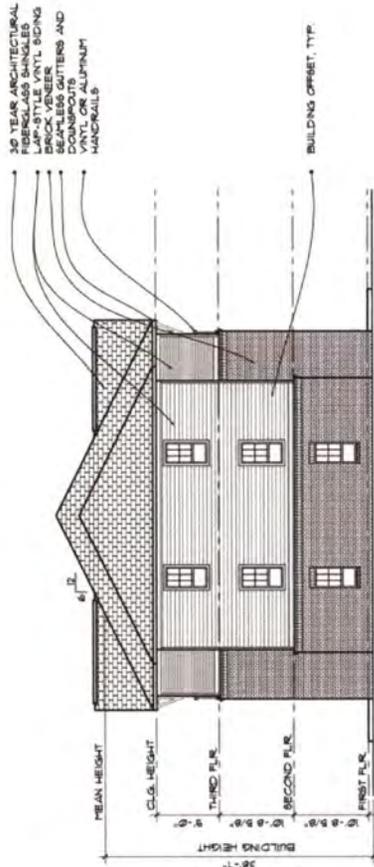


A3.1

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.  
 26 CHURCH STREET SUITE 300 DECATUR GEORGIA 30030-1029 404-773-2800  
 FAIRBROOK PLACE APARTMENTS  
 HICKORY, NORTH CAROLINA



Fairbrook Place Apartments			
# of Units	Market Area	Net (Building) Area	
Building 1 (Type A)	20,000 SF	26,556 SF	
Building 2 (Type B)	20,000 SF	26,556 SF	
Building 3 (Type C)	32	31,295 SF	
Building 4 (Type D)	3	11,791 SF	17,066 SF
Community Building	3	1,977 SF	1,008 SF
Management	N/A		1,000 SF



2 SIDE ELEVATIONS (TYPE A)  
 1/8" = 1'-0"



1 FRONT AND REAR ELEVATION (TYPE A)  
 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"



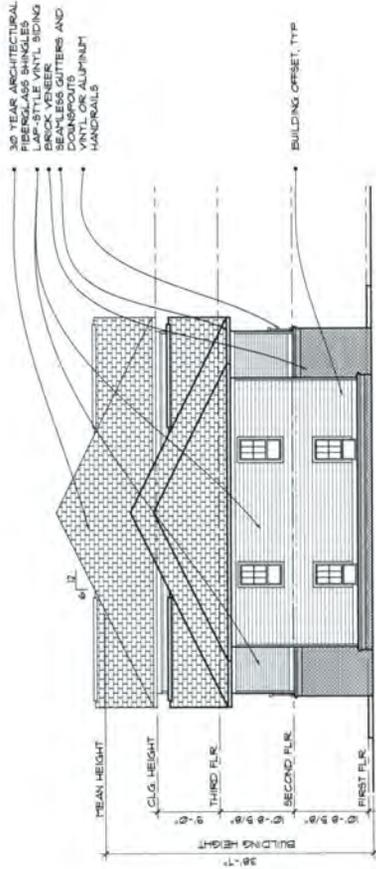
A3.2

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.  
 275 CHURCH STREET, SUITE 200, DECATUR, GEORGIA 30030-3329 404-373-2800  
 FAIRBROOK PLACE APARTMENTS  
 HICKORY, NORTH CAROLINA

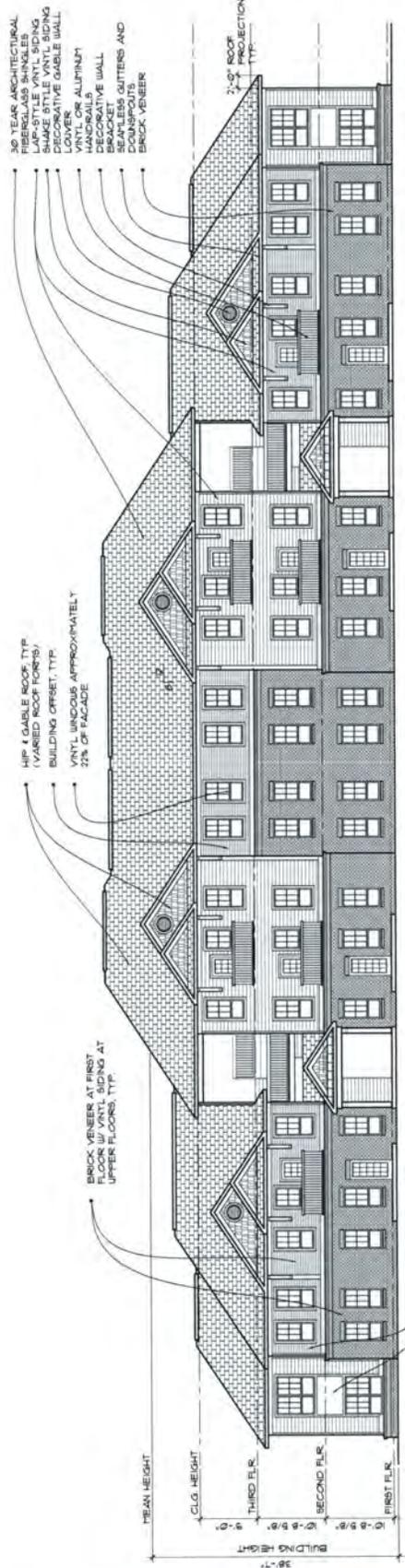
DATE	2/25/03	BY	1/2/03
REVISION			



Building	# of Units	Net Area	Net Building Area
Building 1 (Type A)	3	29,864 SF	28,565 SF
Building 2 (Type A)	3	29,864 SF	28,565 SF
Building 3 (Type A)	3	29,864 SF	28,565 SF
Building 4 (Type A)	3	29,864 SF	28,565 SF
Building 5 (Type A)	3	29,864 SF	28,565 SF
Building 6 (Type A)	3	29,864 SF	28,565 SF
Building 7 (Type A)	3	29,864 SF	28,565 SF
Building 8 (Type A)	3	29,864 SF	28,565 SF
Building 9 (Type A)	3	29,864 SF	28,565 SF
Building 10 (Type A)	3	29,864 SF	28,565 SF
Building 11 (Type A)	3	29,864 SF	28,565 SF
Building 12 (Type A)	3	29,864 SF	28,565 SF
Building 13 (Type A)	3	29,864 SF	28,565 SF
Building 14 (Type A)	3	29,864 SF	28,565 SF
Building 15 (Type A)	3	29,864 SF	28,565 SF
Building 16 (Type A)	3	29,864 SF	28,565 SF
Building 17 (Type A)	3	29,864 SF	28,565 SF
Building 18 (Type A)	3	29,864 SF	28,565 SF
Building 19 (Type A)	3	29,864 SF	28,565 SF
Building 20 (Type A)	3	29,864 SF	28,565 SF
Building 21 (Type A)	3	29,864 SF	28,565 SF
Building 22 (Type A)	3	29,864 SF	28,565 SF
Building 23 (Type A)	3	29,864 SF	28,565 SF
Building 24 (Type A)	3	29,864 SF	28,565 SF
Building 25 (Type A)	3	29,864 SF	28,565 SF
Building 26 (Type A)	3	29,864 SF	28,565 SF
Building 27 (Type A)	3	29,864 SF	28,565 SF
Building 28 (Type A)	3	29,864 SF	28,565 SF
Building 29 (Type A)	3	29,864 SF	28,565 SF
Building 30 (Type A)	3	29,864 SF	28,565 SF
Building 31 (Type A)	3	29,864 SF	28,565 SF
Building 32 (Type A)	3	29,864 SF	28,565 SF
Building 33 (Type A)	3	29,864 SF	28,565 SF
Building 34 (Type A)	3	29,864 SF	28,565 SF
Building 35 (Type A)	3	29,864 SF	28,565 SF
Building 36 (Type A)	3	29,864 SF	28,565 SF
Building 37 (Type A)	3	29,864 SF	28,565 SF
Building 38 (Type A)	3	29,864 SF	28,565 SF
Building 39 (Type A)	3	29,864 SF	28,565 SF
Building 40 (Type A)	3	29,864 SF	28,565 SF
Building 41 (Type A)	3	29,864 SF	28,565 SF
Building 42 (Type A)	3	29,864 SF	28,565 SF
Building 43 (Type A)	3	29,864 SF	28,565 SF
Building 44 (Type A)	3	29,864 SF	28,565 SF
Building 45 (Type A)	3	29,864 SF	28,565 SF
Building 46 (Type A)	3	29,864 SF	28,565 SF
Building 47 (Type A)	3	29,864 SF	28,565 SF
Building 48 (Type A)	3	29,864 SF	28,565 SF
Building 49 (Type A)	3	29,864 SF	28,565 SF
Building 50 (Type A)	3	29,864 SF	28,565 SF
Building 51 (Type A)	3	29,864 SF	28,565 SF
Building 52 (Type A)	3	29,864 SF	28,565 SF
Building 53 (Type A)	3	29,864 SF	28,565 SF
Building 54 (Type A)	3	29,864 SF	28,565 SF
Building 55 (Type A)	3	29,864 SF	28,565 SF
Building 56 (Type A)	3	29,864 SF	28,565 SF
Building 57 (Type A)	3	29,864 SF	28,565 SF
Building 58 (Type A)	3	29,864 SF	28,565 SF
Building 59 (Type A)	3	29,864 SF	28,565 SF
Building 60 (Type A)	3	29,864 SF	28,565 SF
Building 61 (Type A)	3	29,864 SF	28,565 SF
Building 62 (Type A)	3	29,864 SF	28,565 SF
Building 63 (Type A)	3	29,864 SF	28,565 SF
Building 64 (Type A)	3	29,864 SF	28,565 SF
Building 65 (Type A)	3	29,864 SF	28,565 SF
Building 66 (Type A)	3	29,864 SF	28,565 SF
Building 67 (Type A)	3	29,864 SF	28,565 SF
Building 68 (Type A)	3	29,864 SF	28,565 SF
Building 69 (Type A)	3	29,864 SF	28,565 SF
Building 70 (Type A)	3	29,864 SF	28,565 SF
Building 71 (Type A)	3	29,864 SF	28,565 SF
Building 72 (Type A)	3	29,864 SF	28,565 SF
Building 73 (Type A)	3	29,864 SF	28,565 SF
Building 74 (Type A)	3	29,864 SF	28,565 SF
Building 75 (Type A)	3	29,864 SF	28,565 SF
Building 76 (Type A)	3	29,864 SF	28,565 SF
Building 77 (Type A)	3	29,864 SF	28,565 SF
Building 78 (Type A)	3	29,864 SF	28,565 SF
Building 79 (Type A)	3	29,864 SF	28,565 SF
Building 80 (Type A)	3	29,864 SF	28,565 SF
Building 81 (Type A)	3	29,864 SF	28,565 SF
Building 82 (Type A)	3	29,864 SF	28,565 SF
Building 83 (Type A)	3	29,864 SF	28,565 SF
Building 84 (Type A)	3	29,864 SF	28,565 SF
Building 85 (Type A)	3	29,864 SF	28,565 SF
Building 86 (Type A)	3	29,864 SF	28,565 SF
Building 87 (Type A)	3	29,864 SF	28,565 SF
Building 88 (Type A)	3	29,864 SF	28,565 SF
Building 89 (Type A)	3	29,864 SF	28,565 SF
Building 90 (Type A)	3	29,864 SF	28,565 SF
Building 91 (Type A)	3	29,864 SF	28,565 SF
Building 92 (Type A)	3	29,864 SF	28,565 SF
Building 93 (Type A)	3	29,864 SF	28,565 SF
Building 94 (Type A)	3	29,864 SF	28,565 SF
Building 95 (Type A)	3	29,864 SF	28,565 SF
Building 96 (Type A)	3	29,864 SF	28,565 SF
Building 97 (Type A)	3	29,864 SF	28,565 SF
Building 98 (Type A)	3	29,864 SF	28,565 SF
Building 99 (Type A)	3	29,864 SF	28,565 SF
Building 100 (Type A)	3	29,864 SF	28,565 SF



2 SIDE ELEVATIONS (TYPE B)  
 1/8" = 1'-0"



1 FRONT AND REAR ELEVATION (TYPE B)  
 1/8" = 1'-0"





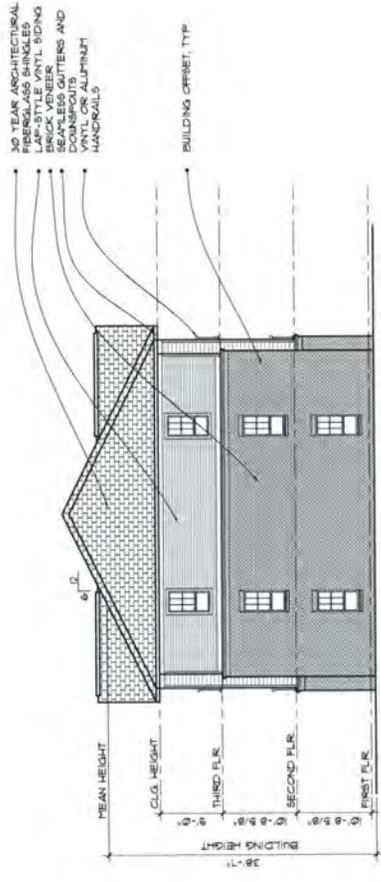
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MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.  
 205 CHURCH STREET SUITE 200 DECATUR, GEORGIA 30030-3229 404-372-2800  
 FAIRBROOK PLACE APARTMENTS  
 HICKORY, NORTH CAROLINA

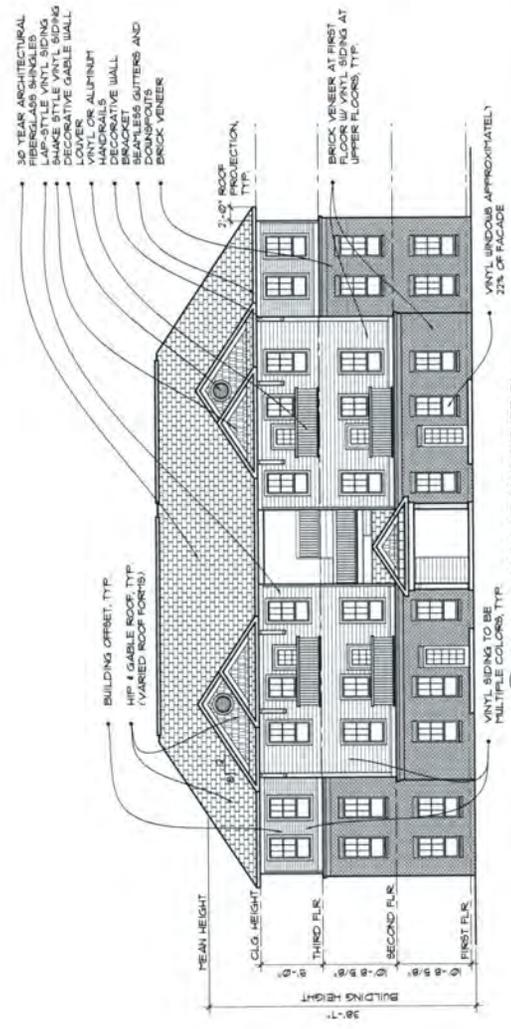
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BY			
CHK'D			
DATE	5/1/04		
BY			
CHK'D			
DATE	1/11/04		
BY			
CHK'D			



Building	Unit Type	# of Units	Net Building Area	Net Building Area
Building 1 (Type A)	2, 3	25	25,000 SF	25,000 SF
Building 2 (Type B)	1, 2	21,000 SF	21,000 SF	21,000 SF
Building 3 (Type C)	3	11,700 SF	11,700 SF	11,700 SF
Commons Building	1	1,100 SF	1,100 SF	1,100 SF
Approval	N/A		6,800 SF	6,800 SF



2 SIDE ELEVATIONS (TYPE C)  
 1/8" = 1'-0"



1 FRONT AND REAR ELEVATION (TYPE C)  
 1/8" = 1'-0"



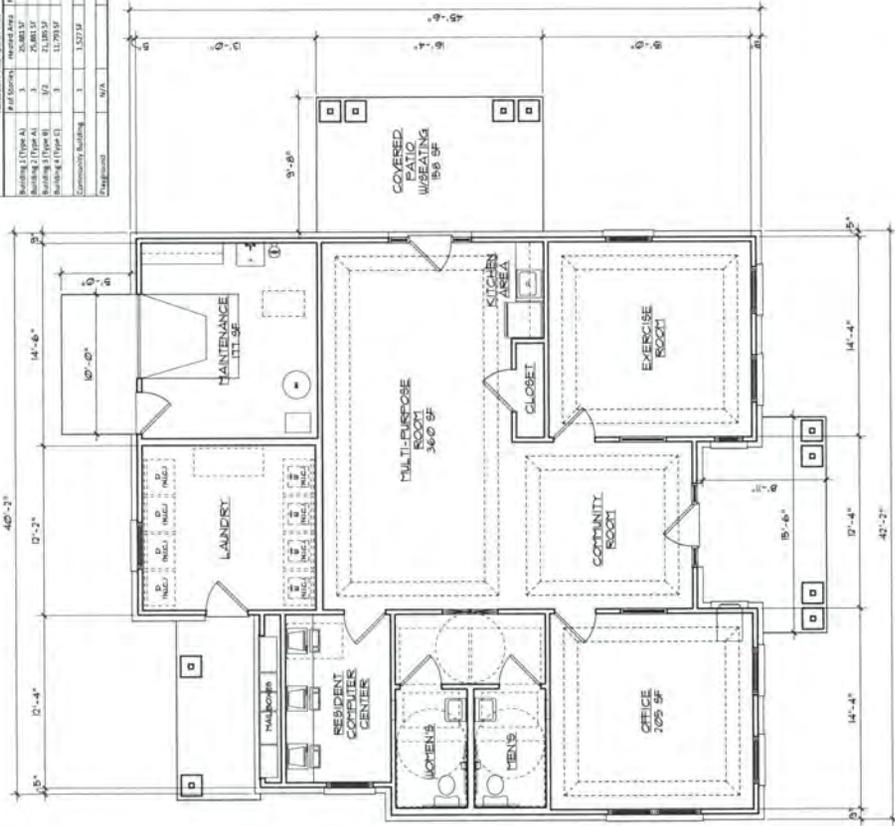


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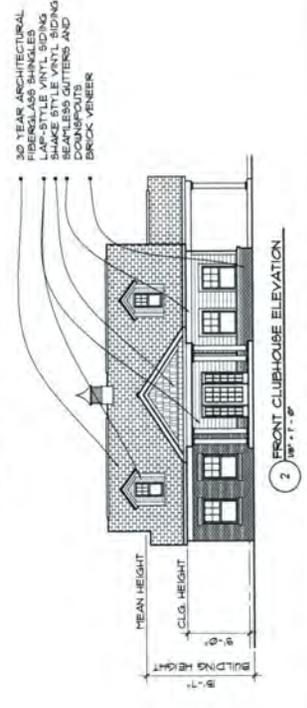
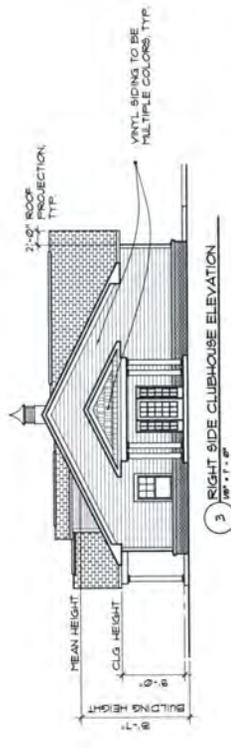
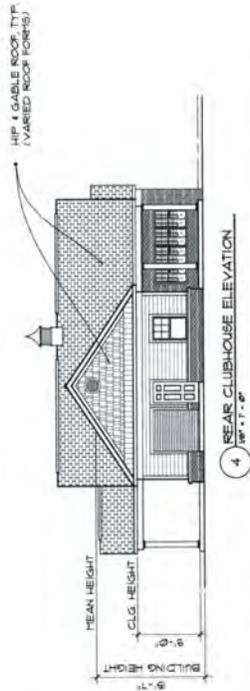
MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.  
 275 CHURCH STREET, SUITE 200, DECATUR, GEORGIA 30030-3329 404-373-3300  
 HICKORY, NORTH CAROLINA  
 FARBRICK PLACE APARTMENTS

Miller  
 Valentine  
 Group

FARBRICK PLACE APARTMENTS			
Building	# of Units	Resident Area	Net Building Area
Building 1 (Type A)	3	29,863 SF	29,863 SF
Building 2 (Type A)	3	29,863 SF	29,863 SF
Building 3 (Type A)	3	29,863 SF	29,863 SF
Building 4 (Type B)	3	11,793 SF	12,065 SF
Community Building	1	1,337 SF	1,000 SF
<b>Magnum</b>	<b>N/A</b>		



1 CLUBHOUSE FLOOR PLAN  
 NET BUILDING AREA: 1,000 SF



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE HICKORY OFFICIAL ZONING ATLAS TO REZONE APPROXIMATELY 11.936 ACRES OF PROPERTY LOCATED AT 3061 SHORT ROAD FROM CATAWBA COUNTY R-20 RESIDENTIAL TO PLANNED DEVELOPMENT (PD).**

WHEREAS, Article 2, Section 2.2 of the Hickory Land Development Code provides for amendments to the Official Zoning Atlas; and

WHEREAS, the City has been petitioned to rezone approximately 11.936 acres located at 3061 Short Road, more particularly described on **Exhibit A** attached hereto, to allow a **Planned Development District**; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on December 2, 2015 and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires a finding that proposed rezoning is in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare; and

WHEREAS, the City Council has found Petition 15-02 to be in conformance with the City's Land Development Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED by the City Council of Hickory, North Carolina, THAT THE REZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A is approved.

**SECTION 1.** Findings of fact.

1. The subject property is located at the 3061 Short Road, and further identified as 3711-12-95-4256.
2. The rezoning request is intended to further implement the findings and recommendations of the *Hickory by Choice 2030 Comprehensive Plan*.
3. The rezoning of the property is consistent with the *Hickory by Choice 2030 Comprehensive Plan*.

**SECTION 2.** All ordinances or provisions of the Hickory City Code which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

### SECTION 3. Consistency Statement

Upon considering the matter, the Hickory City Council found:

The general area is predominately located in an area classified as Regional Commercial by the Hickory By Choice 2030 Comprehensive Plan. Additional a smaller portion of the southernmost portion of the vicinity is located in an area classified as Low-Density Residential by the Hickory By Choice 2030 Comprehensive Plan. (Note: The Hickory By Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.)

The Hickory by Choice 2030 Comprehensive Plan classifies the majority of the area as Regional Commercial. The Regional Commercial future land use classification is explained to consist of commercial areas located along the I-40 / US 70 corridor, which provide goods and services to city residents as well as residents living in surrounding communities (HBC 2030, Page 3.10). Hickory by Choice 2030 goes on to list the C-3 district as being the implementing zone for this specific future land use classification (HBC 2030, Page 3.13).

The Hickory By Choice 2030 Comprehensive Plan classifies a smaller portion of the area Low Density Residential. The Low Density Residential classification is intended to provide as a transitional area between higher density residential areas and surrounding rural areas by offering residential development at an density of four (4) to six (6) dwelling units per acre (HBC 2030, Page 3.9)

The subject property could be rezoned to Regional Commercial (C-3) and be consistent with the findings and goals of the Hickory by Choice 2030 Comprehensive Plan. While permitting for non-residential development, the Regional Commercial (C-3) district also provides the opportunity for property to be used for multi-family residential purposes at a maximum density of twenty (20) dwelling units per acre.

While the rezoning of the property to Regional Commercial (C-3) could provide the opportunity for the type of development proposed, the Regional Commercial (C-3) district is a general use zoning district, which once approved could be developed for any use permitted within the district (i.e. commercial, office, service, residential, etc.). The use of the Planned Development (PD) option provides the owners and developers with the opportunity to develop the property in the manner in which they desire, while providing a much more certain picture of how the property will ultimately develop.

Based upon these findings, the Hickory City Council has found Rezoning Petition 15-01 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

**SECTION 4.** Planned Development Conditions of Approval.

1. The development of the property shall be guided by the provided Planned Development Master Plan, and any other applicable standards that may relate to the development of the property.
2. The owner / developer shall be required to provide for all water and sewer extensions necessary to serve the proposed development.
3. The owner / developer shall be required to provide for a southbound right turn lane on Startown Road at its intersection with Short Road.

**SECTION 5.** This Ordinance shall become effective upon adoption.

ORDAINED by the City Council of Hickory, North Carolina, this, the \_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

**THE CITY OF HICKORY**, a  
North Carolina Municipal Corporation

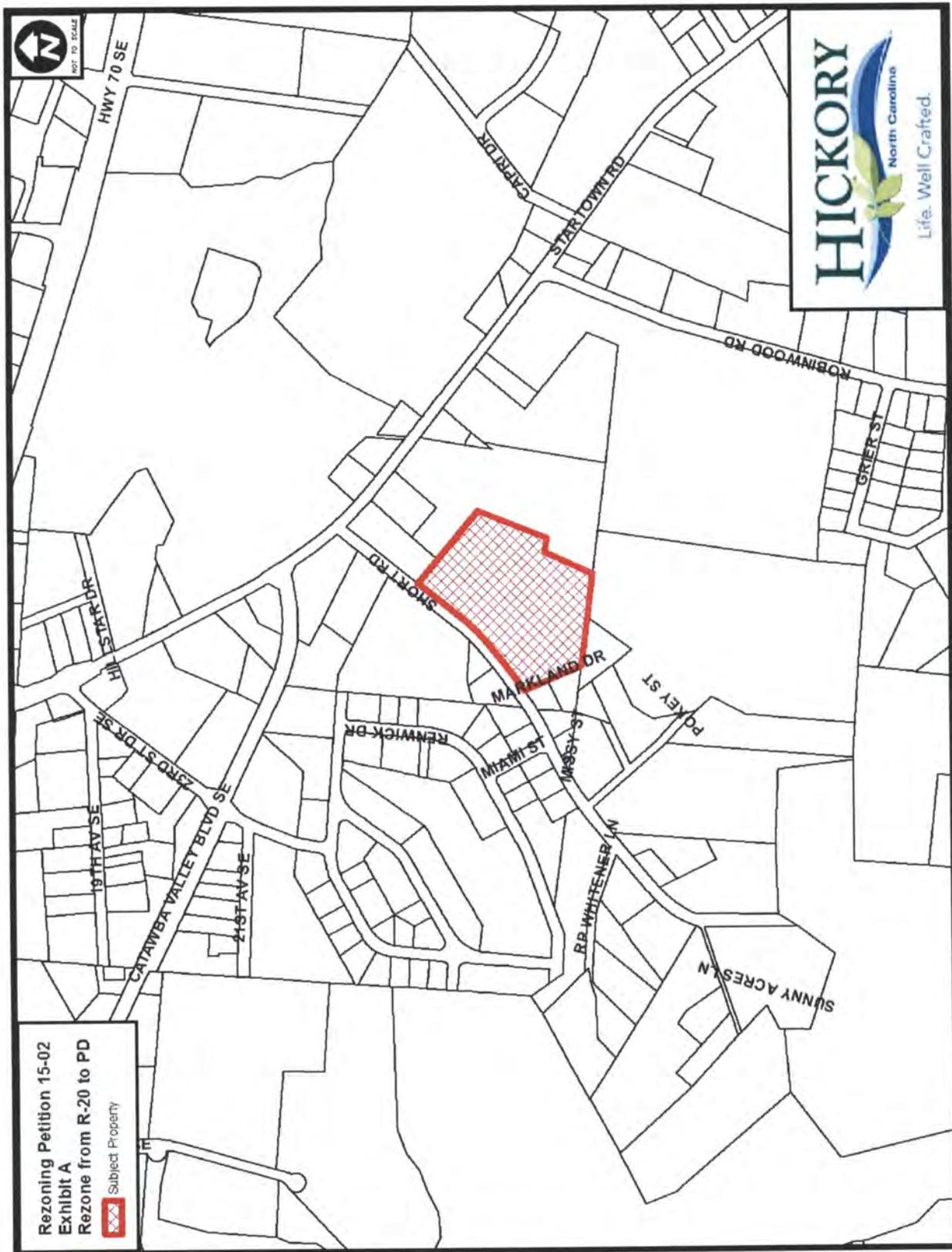
**Attest:**

By: \_\_\_\_\_  
Rudy Wright, Mayor

\_\_\_\_\_  
Debbie D. Miller, City Clerk

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Attorney for the City of Hickory



ORDINANCE NO. \_\_\_\_\_  
HICKORY CITY COUNCIL  
Page 4 of 4

5

COUNCIL AGENDA MEMOS

Exhibit XI.B.1.

**To: City Manager's Office**  
**From: Andrea Surratt, Assistant City Manager**  
**Contact Person: Andrea Surratt**  
**Date: December 17, 2015**  
**Re: Request from HDDA to Amend Main Street Program Boundary**

**REQUEST**

The City has received a request from Hickory Downtown Development Association to expand the boundary used in the Main Street Program for Hickory to include the SALT Block area, Sally M. Fox Park/Ivey Arboretum, Transportation Insight and various residential lots in the same area.

**BACKGROUND**

There are several reasons for the request from Hickory Downtown Development Association. Each year HDDA must calculate a variety of statistics for its reporting requirements to the NC Main Street Program. As a result of Transportation Insight moving to Lyerly Mill, HDDA must report several hundred jobs lost from the district when in reality those jobs just moved one parcel outside of the existing boundary of Highway 127. The HDDA Board discussed the merits of amending the boundaries to include TI into the district and also discussed the merits of bringing in the SALT Block as an asset into the downtown main street boundaries. The HDDA Board voted on December 3, 2015 to amend its boundaries by requesting Hickory City Council take action to do so. An amended boundary would more accurately reflect the downtown core and bring in parcels on the east side of US Highway 127 which had previously served as the eastern edge of the district, thus creating a boundary with major destinations at its edges—the SALT Block, Sally M. Fox Park and Transportation Insight.

**ANALYSIS**

The NC Main Street Program requires reporting statistics of vacant space, jobs gained and lost, and a variety of other metrics each year. There is no impact on funding as the NC Main Street Program does not provide funds to its member cities. The downtown is not in a municipal service district either, therefore the boundaries are simply illustrative of the downtown and do not affect the HDDA budget or private property owners. Several members like the SALT Block entities of the Hickory Art Museum, the Western Piedmont Symphony and others are already members of HDDA, and Transportation Insight is also a member with employee Josh Walker serving on the HDDA Board of Directors.

**RECOMMENDATION**

Staff recommends approval of the expansion of the HDDA boundaries according to the attached map and emphasizes that no additional funding is required by HDDA to carry out its mission in this expanded area and no additional city services are required as a result of this action.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

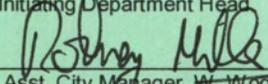
No

**LIST THE EXPENDITURE CODE:**

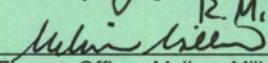
**Reviewed by:**

A Surratt \_\_\_\_\_ 12/17/15 \_\_\_\_\_  
Initiating Department Head Date

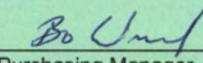
Deputy City Attorney, A. Dula \_\_\_\_\_  
Date

 \_\_\_\_\_ 12-29-15 \_\_\_\_\_  
Asst. City Manager, W. Wood Date

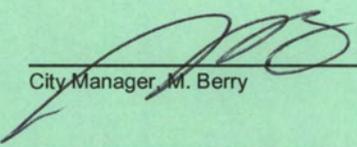
Asst. City Manager, A. Surratt \_\_\_\_\_  
Date

 \_\_\_\_\_ 12-30-15 \_\_\_\_\_  
Finance Officer, Melissa Miller Date

Administrative Services Director \_\_\_\_\_  
M. Bennett Date

 \_\_\_\_\_ 12-30-15 \_\_\_\_\_  
Purchasing Manager, Bo Weichel Date

Recommended for approval and placement on \_\_\_\_\_ Council agenda (as  
Consent, Public Hearing, Informational, Department Report, etc).

 \_\_\_\_\_  
City Manager, M. Berry

\_\_\_\_\_  
Date



Hickory Downtown Development Association  
Post Office Box 9086, Hickory, NC 28603  
[www.downtownhickory.com](http://www.downtownhickory.com)

7 December 2015

Mr. Mick Berry, City Manager  
City of Hickory  
Post Office Box 398  
Hickory, NC 28603

SUBJECT: Request Council Consideration of  
Proposed Downtown District Boundary Expansion

Mr. Berry:

The General Membership of Hickory Downtown Development Association (HDDA) unanimously voted to request consideration by Hickory City Council to expand the eastern boundary of the Downtown District during their December 3, 2015 meeting.

Enclosed are:

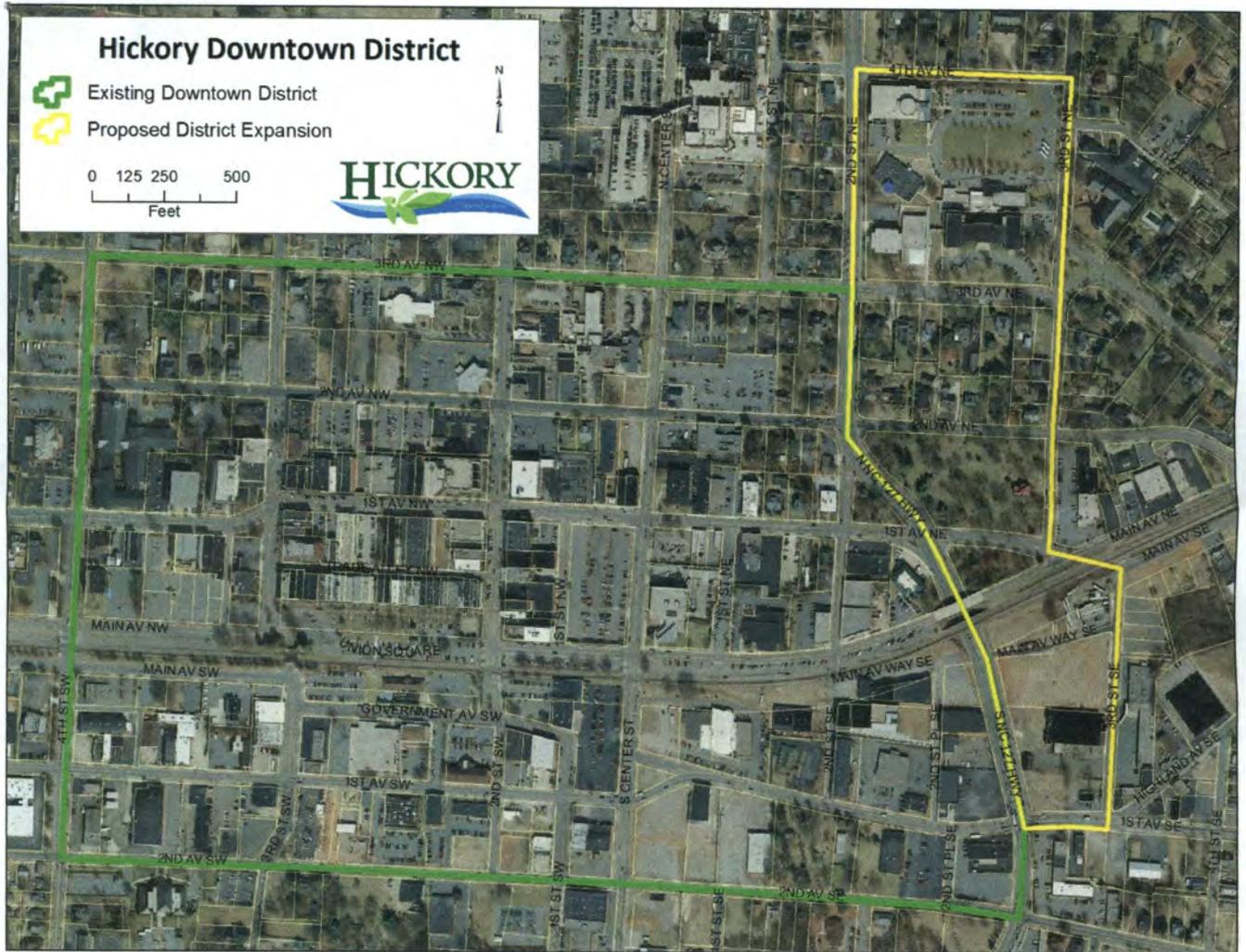
- (1) A map of the current district outlined in green with the proposed expansion outlined in yellow;
- (2) The property inventory indicating square footage by use, employees & residents, and assessed property values within the existing district boundaries, the proposed district expansion area, and combined statistics;
- (3) The position paper summarizing the reasons for the request to expand the district's eastern boundary

HDDA respectfully requests the item be placed on the agenda for consideration by Hickory City Council in January 2016. Please contact Hickory Downtown Development Association Executive Director Connie Kincaid, 828-322-1121, with any questions, concerns, or the need for additional information.

Thank you for your consideration.

Tammy Panther, President  
HDDA Board of Directors, 2015

Enclosures (3)



## EXISTING DISTRICT BOUNDARY STATISTICS

Building Use	Square Feet	Percentage	Total Value	Residents	FT & PT Employees
Residential	152534	1%	\$ 4,357,300.00	88	
Office	779026	6%	\$ 31,095,900.00		1387
Retail	315812	2%	\$ 8,730,300.00		186
Service	91987	1%	\$ 2,202,900.00		129
Restaurant	157210	1%	\$ 5,017,600.00		197
Government	3050640	22%	\$ 9,471,400.00		384
Non-Profit	8919940	64%	\$ 18,650,300.00		175
Mfg	50864	1%	\$ 790,100.00		33
Parking	6880	0%	\$ 7,029,600.00		0
Public Space			\$ 752,200.00		
Vacant Lots			\$ 1,271,900.00		
Vacant Buildings	339665	2%	\$ 3,156,400.00		
	<u>13864558</u>	<u>100%</u>	<u>\$ 92,525,900.00</u>	<u>88</u>	<u>2491</u>

## PROPOSED EXPANSION TO DISTRICT BOUNDARIES

Building Use	Square Feet	Percentage	Total Value	Residents	Employees
Residential	41632	54%	\$ 3,394,100.00	34	
Office	19972	26%	\$ 603,800.00		218
Retail	12815	17%	\$ 913,700.00		32
Service					
Restaurant					
Government					
Non-Profit	?		\$ 15,320,700.00		44
Mfg	3200	3%	\$ 77,700.00		4
Parking					
Public Space					
Vacant Lots					
Vacant Buildings					
	<u>77619</u>	<u>100%</u>	<u>\$ 20,310,000.00</u>	<u>34</u>	<u>298</u>

## TOTAL EXISTING AND PROPOSED WITHIN DISTRICT BOUNDARIES

Building Use	Square Feet	Percentage	Total Value	Residents	Employees
Residential	190120	1%	\$ 7,751,400.00	122	
Office	798998	6%	\$ 31,699,700.00		1605
Retail	328627	2%	\$ 9,644,000.00		218
Service	91987	1%	\$ 2,202,900.00		129
Restaurant	157210	1%	\$ 5,017,600.00		197
Government	3050640	22%	\$ 9,471,400.00		384
Non-Profit	8919940	64%	\$ 33,971,000.00		219
Mfg	54064	1%	\$ 867,800.00		37
Parking	6880	0%	\$ 7,029,600.00		
Public Space			\$ 752,200.00		
Vacant Lots			\$ 1,271,900.00		
Vacant Buildings	343711	2%	\$ 272,000.00		
	<u>13942177</u>	<u>100%</u>	<u>\$109,951,500.00</u>	<u>122</u>	<u>2789</u>



Hickory Downtown Development Association  
 Post Office Box 9086, Hickory, NC 28603  
[www.downtownhickory.com](http://www.downtownhickory.com)

### PROPOSED DOWNTOWN DISTRICT BOUNDARY EXPANSION

**Request:** Consider expanding the eastern boundary of Hickory's Downtown Main Street District

**Background:**

In 2012, the downtown community gathered to update their shared vision for the downtown district. The five-year plan for the 2017 Vision Statement declares: "The partnership between HDDA, the City of Hickory, other non-profit organizations and government agencies has created a vibrant and prosperous downtown environment. Well marked trail and directional signage guides motorists and pedestrians to downtown businesses and cultural amenities. Safe crosswalks, sidewalks, and public art along the Art Walk attract people to Hickory and connect Union Square with the Catawba Science Center, Hickory Museum of Art, Millholland Planetarium and Aquarium, the Patrick Beaver Public Library, Lenoir-Rhyne University, and historic neighborhoods..."

**Analysis:**

1. The downtown district and the SALT Block are destinations with a common boundary. District boundary expansion will enable HDDA to more cohesively connect with the SALT Block, the home of the Catawba Science Center, Hickory Museum of Art, Millholland Planetarium and Aquarium, and the Patrick Beaver Public Library as described in the community's vision for 2017.
2. Extension of the district's eastern boundary will provide a closer geographic link to Lenoir-Rhyne University by crossing the Main Avenue Bridge being targeted as a key component of the City Walk project.
3. The adaptive reuse and historic rehabilitation of the former Lyerly Mill site as Transportation Insight's Corporate Campus exemplifies the purpose of Main Street which is to stimulate economic development within the context of historic preservation.
4. Since Hickory's downtown district has no Municipal Service District, there is no financial gain or loss from the proposed boundary expansion for the city, HDDA, or the property owners of the defined area.

**Recommendation:**

The General Membership of Hickory Downtown Development Association (HDDA) unanimously approved the proposed expansion on the eastern boundary of the downtown district on December 3, 2015. The HDDA Membership requests consideration by Hickory City Council to officially expand the downtown district's eastern boundary. Once approved by City Council, the expansion of the district will be submitted to the NC Department of Commerce—Main Street Center.