

A G E N D A
HICKORY CITY COUNCIL

July 14, 2015



7:00 p.m.



Life. Well Crafted.

AGENDA
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.

Hickory City Council
76 North Center Street

July 14, 2015
7:00 p.m.

- I. Call to Order
- II. Invocation by Elder Kemp, Church of Jesus Christ of the Latter Day Saints
- III. Pledge of Allegiance
- IV. Special Presentations
 - A. Recognition of Retiring Boards and Commissions Members

<ul style="list-style-type: none"> Jeff Neuville Dave Gissy Dave Paist Michael Holland Steven Bowman Neal Orgain Ray Cerda Christopher Wilson Thomas Dobbins Kathy Ivey Bee Yang Michael (Tony) Wood Thomas McBrayer Clement Geitner J.C. Epting Jr. Bill McBrayer Joseph Butler Kathryn McKenna Shaver Laura Velazquez Darion Best Jordan Hatch Zackariah Amrani Marina Pitofsky Jamen Beck 	<ul style="list-style-type: none"> Business Development Committee Business Development Committee Business Development Committee Citizens Advisory Committee Community Appearance Commission Community Relations Council Community Relations Council Historic Preservation Commission Historic Preservation Commission Library Advisory Board Parks and Recreation Commission Parks and Recreation Commission Public Art Commission Public Housing Authority Recycling Advisory Board University City Commission Youth Council
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B. Educational Video by Office of Communications

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of June 16, 2015 (**Exhibit VI.A.**)

July 14, 2015

- B. Special Meeting of June 22, 2015 **(Exhibit VI.B.)**
 - C. Special Meeting of June 25, 2015 **(Exhibit VI.C.)**
- 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. Approval of Community Development Block Grant Funding Agreement with Hickory Soup Kitchen, Inc. for Fiscal Year 2015-2016 in the Amount of \$20,000. **(First Reading Vote: Unanimous)**
 - B. Approval of Community Development Block Grant Funding Agreement with AIDS Leadership Foothills-Area Alliance, Inc. for Fiscal Year 2015-2016 in the Amount of \$15,000. **(First Reading Vote: Unanimous)**
 - C. Approval of Community Development Block Grant Funding Agreement with Exodus Outreach Foundation, Inc. for Fiscal Year 2015-2016 in the Amount of \$10,000. **(First Reading Vote: Unanimous)**
 - D. Approval of Community Development Block Grant Funding Agreement with City of Refuge Community Development Center, Inc. for Fiscal Year 2015-2016 in the Amount of \$3,550. **(First Reading Vote: Unanimous)**
 - E. Approval of Community Development Block Grant Funding Agreement with Habitat for Humanity of the Catawba Valley, Inc. for Fiscal Year 2015-2016 in the Amount of \$20,000. **(First Reading Vote: Unanimous)**
 - F. Consideration of Rezoning Petition 15-01. **(First Reading Vote: Unanimous)**
 - G. Approval of an Invitation to Bid and Contract to Huffman Grading Co. Inc. in the Amount of \$121,287 for Additional Parking at Glenn C. Hilton Jr. Recreation Park. **(First Reading Vote: Ayes: Alderman Meisner, Alderman Seaver, Alderman Guess, Mayor Pro Tempore Zagaroli and Alderwoman. Nay: Alderman Lail)**
- 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. Call for Public Hearing for Consideration of Voluntary Contiguous Annexation of 2.001 acres Located at 2191 13th Avenue Drive SE. **(Authorize Public Hearing for August 4, 2015) (Exhibit VIII.A.)**
 - B. Call for Public Hearing for Consideration of Designating the Whisnant Hosiery Mills Complex as a Local Historic Landmark. **(Authorize Public Hearing for August 4, 2015) (Exhibit VIII.B)**
 - C. Renewal of Taxicab and Other Passenger Vehicles for Hire Franchises. **(Exhibit VIII.C.)**

Company	Taxicabs	Passenger Vehicle for Hire
Mile High Enterprises dba The Hickory Hop	0	5
Yellow Cab	13	1
Diamond Cab of Hickory	3	0
Hickory Limousine	0	3
Platinum Limousine LLC	0	3
Total	16	12

Annually, these companies apply for a renewal of their Certificate of Convenience and Necessity for the operation of taxicabs and other vehicles for hire.

- D. Approval of a Cemetery Deed from City of Hickory to Jacqueline E. Connor, (Southside Cemetery, Plot 4B, Lot Number 9 and 10, Section 4) (Prepared by Deputy City Attorney Arnita Dula).
- E. Approval of the Transfer of a Cemetery Deed from Daniel C. Dillon and wife, Catherine H. Dillon to Sherry Lynn Pruitt, (Oakwood Cemetery, Section, 57A, Lot Nos. 1 and 2) (Prepared by Attorney Jimmy R. Summerlin Jr.).
- F. Approval of the Transfer of a Cemetery Deed from Peggy F. Flowers, Widow of John R. Flowers and the Estate of David S. Flowers to Peggy F. Flowers, (Oakwood Cemetery, Section 38, Block G, Lot 3, Plots 001, 004, 005, and 008) (Prepared by Attorney Rufus F. Walker Jr.).
- G. Approval of the Transfer of a Cemetery Deed from Peggy F. Flowers, Widow of John R. Flowers and the Estate of David S. Flowers to Peggy Flowers, (Oakwood Cemetery, Section 36, Block J, Lot 3, Plots 001, 002, 003, 004, and 005) (Prepared by Attorney Rufus F. Walker Jr.).
- H. Approval to Purchase a CAD, RMS and Message Switch Server from OSSI in the Amount of \$123,419. **(Exhibit VIII.H)**

Hickory Police Department requests approval to purchase a CAD, RMS and Message Switch Server in the amount of \$123,419 from OSSI. The CAD, RMS and Message Switch Server will allow Hickory Policy Department to receive calls from citizens, dispatch those calls to the officers, allow officers to write the necessary reports and submit the reports using the message switch. This purchase is a sole source as OSSI is the police department's current vendor of this product and switching vendors would be cost prohibitive. Funds were approved in the FY2015-2016 budget.

- I. Adoption of the Amended Memorandum of Understanding regarding the Greater Hickory Metropolitan Organization for Alexander, Burke, Caldwell and Catawba Counties. **(Exhibit VIII.I.)**

On May 27, 2015 the Greater Hickory Metropolitan Planning Organization Technical Advisory Committee approved the amended Metropolitan Planning Organization (MPO) Memorandum of Understanding (MOU). Several changes were made to the MOU with the most important involving the MPO officially accepting the Unifour RPO into the MPO's planning boundary (all four counties). Due to the significance of this action, the MPO member municipalities must approve the amended MOU by resolution. Staff requests approval of adoption of the amended Memorandum of Understanding regarding the Greater Hickory Metropolitan Organization for Alexander, Burke, Caldwell and Catawba Counties.

- J. Budget Ordinance Amendment Number 20. **(Exhibit VIII.J.)**

1. To appropriate Tourism Development Authority (TDA) revenue to repay debt on new parking deck in FY2014-15 budget. The City entered into an agreement with the Tourism Development Authority (TDA) in August 2014 to build a parking deck to accommodate visitors to the convention center. The City secured a \$3 million loan with BB&T for a term of 15 years at 2.94% with an increase in TDA rental payments pledged to repay the debt. The first debt payment came due in April 2015, yet an appropriation of the rental payments was not established in the FY2014-15 budget. The attached Budget Ordinance Amendment appropriates the additional revenue that has been received from the TDA as a result of their increase in rental payments.

K. Budget Ordinance Amendment Number 1. **(Exhibit VIII.K.)**

1. *To increase General Government-Other Professional Services by \$146,200 and decrease Other Financing Uses-Transfer to the Solid Waste Fund by \$146,200. This amendment is necessary to correct the original annual budget ordinance due to a change in the Solid Waste fee (from \$1 to \$2) to a total of \$18.50.*
2. *To appropriate \$100 of General Fund Balance and budget in the Library Books line item. Donation from the Hickory Woman's Club in honor of Tamara Faulkner, Paralibrarian of the Year 2015 was received towards the end of the fiscal year and therefore rolled into General Fund Balance. Funds are now appropriated to the Library expenditure line item.*
3. *To appropriate \$73,504 of General Fund Balance and budget in the Library Books line item (\$1,160) and Departmental Supplies (\$72,344). Donations for the Astronomy purchases were unable to be spent prior to the end of the fiscal year; therefore an appropriation from General Balance is necessary.*
4. *To budget a \$1,366 insurance claim payment from Geico Insurance Company in the Traffic division signs and posts line item. This payment is for damage sustained to a street sign on 03-22-15; however the check was dated 07-02-15 and deposited on 07-06-15.*
5. *To appropriate \$12,180 of General Fund Balance and budget in the Police Departments Contracted Services line item. This amendment is necessary to pay for Smith Rogers PLLC Attorneys at Law for annual legal support. These funds are from State Unauthorized Tax money and are received and reside in General Fund Balance until the time of appropriation for specific uses under the State guidelines.*
6. *To appropriate \$242,814 of Water and Sewer Fund Balance and budget in the Water and Sewer Reimbursable Materials line item. City received two checks from Alexander County for two waterline projects in June and funds rolled into W&S Fund Balance at year end. Once funding is received City Staff solicits bids to complete the project. Therefore an appropriation is necessary to budget funds in the new fiscal year.*

L. Special Events Activities Application, Mel's Jingle Run (Benefitting Operation 300 & PORCH), Sarah Prencipe (Op300 Volunteer), Leslie Knapp (Mellow Mushroom), and Mandy Pitts (PORCH Volunteer), Operation 300, PORCH, and Mellow Mushroom (Peace-A-Pie Makers, LLC), December 12, 2015, Sails on the Square Stage and 5K Route, 6:00 a.m. to 12:00 p.m. **(Exhibit VIII.L.)**

IX. Items Removed from Consent Agenda

X. Informational Item

A. Proposed Technical Amendments to Blue Bloodhound, LP Economic Development Agreement.

In review of the final agreements with Blue Bloodhound, LP, it was determined the intended three year improvement period was incorrectly defined to end 12/31/2017. The unintended effects of this error are reflected in some additional provisions of the agreement. Documentation for the State of North Carolina One NC grant award, for which these grants are being used as a match, allow 36 months for investments and job creation beginning 6/23/2015. Scott Millar, Catawba EDC President, requested mirroring the State filings in his presentation to the Board. Carrying the technical correction throughout the document include extending the initial date of 12/31/2017 to June 23, 2018 in the following provisions:

- 1) Second Whereas, in the date defining the Improvement Period
- 2) Paragraph 1.1
- 3) Paragraph 5.
- 4) The Chart in Paragraph 7.c. and text in 7.e, and
- 5) Exhibit A., section (b).

- B. Report of City Manager Mick Berry's travel to North Carolina City County Managers Seminar, Wilmington, North Carolina, June 18 – 21, 2015. (Lodging - \$127.44; Meals - \$51.00; Registration - \$250; Mileage - \$348.45; Tips for Parking - \$12.00) **(Exhibit X.B.)**

XI. New Business:

- A. Public Hearings

- B. Departmental Reports:

- 1. Second Reading of Budget Ordinance Amendment Number 20. **(Exhibit VIII.J.)**

To appropriate Tourism Development Authority (TDA) revenue to repay debt on new parking deck in FY2014-15 budget. The City entered into an agreement with the Tourism Development Authority (TDA) in August 2014 to build a parking deck to accommodate visitors to the convention center. The City secured a \$3 million loan with BB&T for a term of 15 years at 2.94% with an increase in TDA rental payments pledged to repay the debt. The first debt payment came due in April 2015, yet an appropriation of the rental payments was not established in the FY2014-15 budget. The attached Budget Ordinance Amendment appropriates the additional revenue that has been received from the TDA as a result of their increase in rental payments.

- 2. Approval to Purchase .890 Acres Located at 1352 12th Avenue NE, Hickory, PIN 3713-14-43-2647 in the amount of \$100,000. **(Exhibit XI.B.2.)**

Staff requests approval to purchase .890 acres next to the existing Public Services Complex. The property owner, Ms. Katie Childers, approached the City about purchasing this parcel located at 1352 12th Avenue NE, PIN 3713-14-43-2647. The City owns the property to the south and east. The purchase of this property would close out the northwest corner of the public services property. There is an old skating rink structure on the property that would be of no use to the City. The estimated cost to demolish the structure would be approximately \$9,000 - \$10,000, and would eliminate an eyesore in the neighborhood. Also on the property is a metal building that is approximately ten years old, which could be utilized by Public Services. A budget amendment was previously approved by City Council for the purchase of the property. Staff recommends approval of the purchase of the property in the amount of \$100,000 and approval of the demolition of the old skating rink building located on the property.

- 3. Presentation of Crafting Hickory Logo
- 4. Appointments to Boards and Commissions

BUSINESS DEVELOPMENT COMMITTEE

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

At-Large	VACANT
At-Large	VACANT

Mayor Wright to nominate Cheryl Garnett and Ed Henson to Business Development Committee, At-Large Representatives.

CATAWBA COUNTY ECONOMIC DEVELOPMENT BOARD OF DIRECTORS FOR HICKORY

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

Position One	Gary Garvey and Stephen Shuford have expressed interest
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CITIZENS ADVISORY COMMITTEE

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

Mayor Wright to nominate Bert Showfety to Citizens Advisory Committee, At-Large Representative.

COMMUNITY RELATIONS COUNCIL

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Caucasian VACANT
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
Caldwell County (Mayor to Nominate) James R. Noggle
(Eligible for Reappointment)
Catawba County (Mayor to Nominate) Oscar Vasquez
(Eligible for Reappointment)

HISTORIC PRESERVATION COMMISSION

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

Alderman Guess to nominate Ernest Sills to Historic Preservation Commission, Licensed Architect Representative.

INTERNATIONAL COUNCIL

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

LIBRARY ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 1 VACANT
Ward 3 VACANT

PARKS AND RECREATION COMMISSION

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

Mayor Wright to nominate Angie Aycock to Parks and Recreation Commission, At-Large (2) Representative.

PUBLIC ART COMMISSION

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

Mayor Wright to nominate Mylinda Strittmatter to Public Art Commission, At-Large Representative.

PUBLIC HOUSING AUTHORITY

(Terms Expiring 6-30; 5-Year Terms) (Appointed by Mayor)
Position 3 (Mayor Nominates) VACANT

Tenant Representative (Mayor Nominates) VACANT

Mayor Wright to nominate Matthew Fallaw to Pubic Housing Authority, Position 3 Representative.

RECYCLING ADVISORY BOARD

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

Ward 3 VACANT

At-Large (1) VACANT

Mayor Wright to nominate Jeffrey Enders to Recycling Advisory Board, At-Large (1) Representative

UNIVERSITY CITY COMMISSION

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

At-Large VACANT

YOUTH COUNCIL

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

Hickory Career Arts Magnet VACANT

The Youth Council Applicant Review Committee Makes the Following Recommendation for Appointment to the Youth Council:

Kyle Chang – Challenger High School – Challenger High School Representative

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, June 16, 2015 at 7:00 p.m., with the following members present:

Brad Lail	Rudy Wright	Hank Guess
Bruce Meisner	Aldermen	David P. Zagaroli
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 Pro Tempore Zagaroli called the meeting to order. All Council members were present except for Mayor Wright
- II. Invocation by David Roberts, Pastor Morning Star First Baptist Church
- III. Pledge of Allegiance
- IV. Special Presentations

- A. Business Well Crafted Award to WHKY Presented by Business Development Committee Member Dave Paist.

Mayor Pro Tempore Zagaroli asked Mr. Dave Paist, Business Development Committee Member to the podium.

Mr. Dave Paist discussed a brief history of WHKY which had been in business in Hickory since June of 1940. WHKY has been run and owned by the Long family since that time. It started as a small 250 watt radio station and quickly became the voice of Hickory. It has been a part of the community, the "voice" of the Bears, and the Crawdads. Mr. Paist asked Mr. Tom Long to the podium and presented him with the Business Well Crafted Award.

Mr. Tom Long thanked City Council, City Manager Mick Berry, Mandy Pitts and Staff on behalf of Long Communications. He commented that they are one week into the second 75 years.

- B. Students with Attainable Goals (SWAG), Program at Ridgeview Community Center Presented by Business Development Committee Member Dave Paist.

Mr. Paist discussed a program that was held in the spring for young people called Students with Attainable Goals (SWAG). The program was an entrepreneurship program that was spearheaded by Reggie Cummings and Andrea Nixon of the Recreation Department. It was supported by Jeff Neuville and Gary Miller at Catawba Valley Community College (CVCC), and Alex and Lisa Spruell of K-9 Security. He advised that on May 14th there was a presentation for the participants. He recognized Alexis Hunt, Tyra Mitchell, Jamarius Wallace, and Treavon Conley, Raheem Carson, and Sarah True. He commented that it was great that the City of Hickory was supporting this kind of effort. It was a community effort because it was the City, private enterprise, and CVCC.

- C. Presentation of the 19th Consecutive Certificate of Achievement for Excellence in Financial Reporting to the City of Hickory by the Government Finance Officers Association of the United States and Canada for its Comprehensive Annual Financial Report (CAFR).

Mayor Pro Tempore Zagaroli presented the 19th consecutive Certificate of Achievement for Excellence Award (CAFR) to Mrs. Melissa Miller, Finance Director and commended her and her Staff for their work.

Mrs. Melissa Miller thanked the Mayor, City Council and the Finance Staff for their efforts.

- V. Persons Requesting to Be Heard

Mr. Larry Pope addressed City Council regarding a previous meeting in which he had objected to the Community Development Block Grant (CDBG) funding that is given out each year by the Citizens Advisory Board which City Council approves. He understood that City Council was going to ask Exodus Homes to come forward and present to Council what they do with the funding that they receive year after year, after year, after year. He had not seen them at a Council meeting or heard them come before Council at a meeting. Mr. Pope commented that he still objects to that funding. He advised that when he attended the CDBG funding meetings for the approval of those block grants, they never discussed or voted on who gets what from those funds. He advised that the City of Hickory advisor to that committee brings in a pre-written list of names of organizations and others that are to receive "x" number of dollars from those funds that have been submitted to the Federal government and that will be submitted to Council. He advised that they approve them with no discussion or voting. His understanding is that is not the way it is to be done. He commented there should be some discussion, and decisions made by that group of citizens that serve on that committee. He stated that it is like every other committee that this City Council appoints. Council

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only appoints people to committees that will rubberstamp whatever is put before them. He commented that he is one citizen that has served on various boards and commissions that was appointed by City Council, either this one or previous ones. He commented that he was honest upfront and not a rubberstamp. He was appointed nine years ago to the Hickory Public Housing Authority Board. He advised City Council that there was some misappropriation of Federal dollars going on among that group of folks, but Council did not want to listen. He went to the Attorney General. Right now they owe the Federal government over a half million dollars that has been misappropriated by the same Board that exist currently and have existed for the past 18 plus years. At the last City Council meeting one of the same members was reappointed back to that Board that was involved in the misappropriation of funds. He asked who is supposed to trust Council. He stated that what he knows to be true is that Council does not care whether the right things are done the right way or not. As long as these Boards and Commission do what Council wants them to do by rubberstamping what is put before them. It is time for that to stop. He will be the first to say that he will work very, very, very hard to make sure, one way or the other, these rubberstamps stop. If he has to go back to the Federal government, he will go back to the Federal government. That is no way to conduct business with our tax dollars either at the local level, national level, or the State level. Mr. Pope commented there is room still available for an additional seven plus folks in the Federal prison system. If that is what it is going to take to make a change in the way that Council transacts their business, and rubberstamp things that Council wants to pass, then so be it. It is time for it to stop. We elected you, not to do the wrong thing, but to do the right thing when it comes to our tax dollars.

VI. Approval of Minutes

A. Regular Meeting of June 2, 2015

Alderman Seaver moved, seconded by Alderwoman Patton that the Minutes of June 2, 2015 be approved. 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 Alderwoman Patton that the following be reaffirmed and ratified on second reading. The motion carried unanimously.

- A. Approve Applying for a 2015 Justice Assistance Grant (JAG) to Purchase Additional Officer Body-Worn Cameras and Digital Video Evidence Management Services and Approval of the Interlocal Agreement with Catawba County. (First Reading Vote: Unanimous)
- B. Approval of an Agreement with Alfred Benesch & Company in the amount of \$9,450 to Update the Park Master Site Plan for the Cloninger Mill Property. (First Reading Vote: Unanimous)
- C. Approval of a Railroad Permit Agreement from Norfolk Southern Railway Company for Murray Basin Sanitary Sewer Infrastructure Project. (First Reading Vote: Unanimous)
- D. Approval of an Amendment to the Priority Use Agreement with the Catawba Valley Youth Soccer Association (CVYSA). (First Reading Vote: Unanimous)
- E. Budget Ordinance Amendment Number 20. (First Reading Vote: Unanimous)
- F. Capital Project Ordinance Amendment Number 6. (First Reading Vote: Unanimous)
- G. Capital Project Ordinance Number 3. (First Reading Vote: Unanimous)
- H. Grant Project Ordinance Amendment Number 6. (First Reading Vote: Unanimous)
- I. City Manager's Recommended Annual Budget Ordinance Fiscal Year 2015-2016. (First Reading Vote: Unanimous)
- J. 2015 Community Development Entitlement Block Grant Project Ordinance. (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.

City Manager Mick Berry requested Item J. be removed from the Consent Agenda.

Alderman Meisner moved, seconded by Alderwoman Patton approval of the Consent Agenda with the exception of Item J. The motion carried unanimously.

- A. Approved the Request from Hickory Police Department to Award Police Badge and Service Weapon to Retiring MPO Danny Crump.

By authority of NC General Statute §20-187.2, City Council may award the service weapon and police badge to retiring MPO Danny Crump upon his retirement from Hickory Police Department on July 1, 2015 after completing 30 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.

- B. Approved on First Reading the Community Development Block Grant Funding Agreement with Hickory Soup Kitchen, Inc. for Fiscal Year 2015-2016 in the Amount of \$20,000.

In February 2015 the City of Hickory Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant Program. The Citizen's Advisory Committee reviews and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved following a public hearing on May 5, 2015. The Hickory Soup Kitchen Inc. requested and were approved for funding in the amount of \$20,000 through the City of Hickory's Community Development Block Grant (CDBG) program. Approval of the agreement will allow them to continue to provide much needed nutritional services to the City of Hickory's homeless and/or low-income community. No City funding will be used for this agreement. Staff recommends approval of the funding agreement with Hickory Soup Kitchen Inc.

- C. Approved on First Reading the Community Development Block Grant Funding Agreement with AIDS Leadership Foothills-Area Alliance, Inc. for Fiscal Year 2015-2016 in the Amount of \$15,000.

In February 2015 the City of Hickory Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant Program. The Citizen's Advisory Committee reviews and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved following a public hearing on May 5, 2015. AIDS Leadership Foothills-Area Alliance requested and were approved for funding in the amount of \$15,000 through the City of Hickory's Community Development Block Grant (CDBG) program. Approval of the agreement will allow them to continue to provide much needed medical case management services to persons living with HIV and AIDS. No City funding will be used for this agreement. Staff recommends approval of the funding agreement with AIDS Leadership Foothills-Area Alliance, Inc.

- D. Approved on First Reading the Community Development Block Grant Funding Agreement with Exodus Outreach Foundation, Inc. for Fiscal Year 2015-2016 in the Amount of \$10,000.

In February 2015 the City of Hickory Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant Program. The Citizen's Advisory Committee reviews and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved following a public hearing on May 5, 2015. Exodus Outreach Foundation, Inc. requested and were approved for funding in the amount of \$10,000 through the City of Hickory's Community Development Block Grant (CDBG) program. Approval of the agreement will allow them to continue to provide much needed services to homeless and previously incarcerated individuals with substance abuse issues. No City funding will be used for this agreement. Staff recommends approval of the funding agreement with Exodus Outreach Foundation, Inc.

- E. Approved on First Reading the Community Development Block Grant Funding Agreement with City of Refuge Community Development Center, Inc. for Fiscal Year 2015-2016 in the Amount of \$3,550.

In February 2015 the City of Hickory Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant Program. The Citizen's Advisory Committee reviews and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved following a public hearing on May 5, 2015. City of Refuge requested and were approved for funding in the amount of \$3,550 through the City of Hickory's Community Development Block Grant (CDBG) program. Approval of the agreement will allow them to continue providing much needed afterschool program services to low and moderate income youth. No City funding will be used for this agreement. Staff recommends approval of the funding agreement with City of Refuge Community Development Center, Inc.

June 16, 2015

- F. Approved on First Reading the Community Development Block Grant Funding Agreement with Habitat for Humanity of the Catawba Valley, Inc. for Fiscal Year 2015-2016 in the Amount of \$20,000.

In February 2015 the City of Hickory Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant Program. The Citizen's Advisory Committee reviews and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved following a public hearing on May 5, 2015. Habitat for Humanity of the Catawba Valley requested and were approved for funding in the amount of \$20,000 through the City of Hickory's Community Development Block Grant (CDBG) program. Approval of the agreement will allow them to continue to provide much needed housing rehabilitation serves to benefit low to moderate income households. No City funding will be used for this agreement. Staff recommends approval of the funding agreement with Habitat for Humanity of the Catawba Valley, Inc.

- G. Approved Citizens' Advisory Committee Recommendations for Assistance through the City of Hickory's Housing Programs.

The following request was considered by the Citizens' Advisory Committee at their regular meeting on June 4, 2015:

- Michael F. and Ann Fisher, 538 5th Street SW, Hickory, was awarded a City of Hickory's Housing Rehabilitation Loan. The Citizens' Advisory Committee recommends approval for assistance not to exceed \$20,000 for repairs to their house. Assistance would be in the form of a 3 percent interest loan for a ten year period.

Funds are budgeted for these items through the City of Hickory's former Rental Rehabilitation program income and/or program income received through the City of Hickory's Community Development Block Grant Program.

The following applicant is being recommended for approval for assistance under the City of Hickory's 2014 Urgent Repair Program. This program provides qualified low income citizens with assistance for emergency-related repairs not to exceed \$7,200.

- Mattie Fuller, 826 3rd Street SE, Hickory

The Citizens' Advisory Committee recommends approval of the aforementioned requests for assistance through the City of Hickory's housing assistance programs.

- H. Approved the Special Events/Activities Application Lumberjack Boom, Megan Meade, Director of Community Relations and Events Hickory Crawdads, July 4, 2015, 9:00 a.m. to 11:00 p.m. at L.P. Frans Stadium, 2500 Clement Boulevard, NW.

- I. Approved the Priority and Action Plan for Fiscal Year 2015/2016.

In conjunction with adoption of the annual budget, City Council updates and approves a Priorities and Action Plan which serves as a road map for staff and Council to achieve broad goals related to five strategic priorities: Economic Growth & Transportation, Quality of Life and Natural Environment, Operational Excellence, Vision and Leadership, and Communication and Marketing.

- J. Removed from the Consent Agenda discussed and approved under "IX. Items Removed from Consent Agenda". Termination of Residential Rental Contract with Adam Walker for the Property Located at 1123 15th Street NE.

On January 22, 2015 the City entered into a Residential Rental Contract with Adam Walker for the property located at 1123 15th Street NE. The term of the lease was for one year with a monthly rental fee of \$350. Mr. Walker was formerly employed by the City of Hickory however he ended his employment to take another position which required him to relocate. Mr. Walker has requested termination of the rental agreement with the City effective June 19, 2015. He will pay pro-rated rent for the month, and \$175 as a lease buy-out fee for early termination of the rental agreement. Staff requests Council's approval of the Termination of Rental Agreement between the City of Hickory and Adam Walker for the property located at 1123 15th Street NE.

- K. Approved a Resolution Supporting the Application for Monies from the Greater Hickory Metropolitan Planning Organization's (GHMPO) Surface Transportation Program-Direct Appointment/Transportation Alternatives (STP-DA/TA).

The Greater Hickory Metropolitan Planning Organization has issued a call for Surface Transportation Program-Direct Appointment/Transportation Alternatives (STP-DA/TA) funding to agencies within its jurisdiction. This money can be used for transportation

projects as part of discretionary projects such as greenways, intersection improvements, and traffic signal upgrades. The three projects that will be applied for are Citywalk, Sandy Ridge Road Intersection Improvements, and Pedestrian Signalization Upgrades. The Citywalk project will use bond funds for match money and the Sandy Ridge Road Intersection Improvements and Pedestrian Signalization Upgrades will utilize General Fund monies for the match. Staff recommends Council's approval of the Resolution for Support for these three projects as well as providing the matching funding in the amount of 20 percent for each project.

RESOLUTION NO. 15-16
 RESOLUTION AUTHORIZING THE CITY OF HICKORY TO SUBMIT AN APPLICATION TO THE GREATER HICKORY METROPOLITAN PLANNING ORGANIZATION IN THE AMOUNT OF \$2.35 MILLION DOLLARS FOR SURFACE TRANSPORTATION PROGRAM – DIRECT APPOINTMENT FUNDS FOR “Citywalk,” “Sandy Ridge Road Intersection Improvements,” and “Pedestrian Signalization Upgrades.”

WHEREAS, On March 25, 2015 the Greater Hickory Metropolitan Planning Organization (GHMPO) issued a call for projects to agencies in its jurisdiction for Surface Transportation Program-Direct Appointment Funding (STP-DA). A total \$8 million dollars is available to award among four different transportation modals: bicycle and pedestrian, intersections, roadway, and transit. STP-DA is comprised of a collection of discretionary programs including greenways, intersection improvements, and signalization improvements. Each agency may submit no more than three (3) projects of not less than \$200,000 each for possible reward. The funding requires a minimum 20 percent local cash match.

The City of Hickory is applying for funding for three (3) different projects.

The first project, *Citywalk*, is part of the Inspiring Spaces bond project. The *Citywalk* connects Lenoir-Rhyne University to Downtown via a greenway constructed along Main Ave NE/NW and the Norfolk-Southern Railroad line. The monies being applied for on this project is \$1,000,000 with the City of Hickory matching 20%, \$200,000. This matching money can come from the bonds, as already approved by City Council.

The second project, *Sandy Ridge Road Intersection Improvements*, is already a federally funded Congestion Mitigation Air Quality (CMAQ) project with a city match. The cost of this project continues to grow as the realities of relocating infrastructure and purchasing right-of-way keep rising as detail construction plans are completed. This additional funding will help to offset the costs. The monies being applied for on this project is \$1,000,000 with the City of Hickory matching 20%, \$200,000 from General Find Monies.

The third project, *Pedestrian Signalization Upgrades*, aims to upgrade the pedestrian signals throughout the City of Hickory. This would replace existing outdated signal heads to the newer federal standards of countdown pedestrian signal heads. Also, at select intersections where pedestrian volume is high (for example at the local elementary schools), audible pedestrian push buttons would be installed. The monies being applied for on this project is \$350,000 with the City of Hickory matching 20%, \$70,000 from General Fund Monies.

NOW, THEREFORE BE IT RESOLVED, that the City of Hickory is hereby authorized to submit STP-DA applications in the amount of \$2.35 million and will commit \$470,000 as a cash match for the “Citywalk,” “Sandy Ridge Road Intersection Improvements,” and “Pedestrian Signalization Upgrades” projects.

- L. Approved Rescinding Grant Project Ordinance Amendment Number 5, Ordinance Number 15-23 and Approved Correction of Grant Project Ordinance Amendment Number 5C,

ORDINANCE 15-23
 GRANT PROJECT ORDINANCE AMENDMENT NUMBER 5C

BE IT ORDAINED by the Governing Board of the City of Hickory that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following amendment be made to the grant project ordinance for the duration of the project.

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

FUNCTIONAL AREA	INCREASE	DECREASE
Transportation	-	39,618
TOTAL	-	39,618

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

FUNCTIONAL AREA	INCREASE	DECREASE
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Restricted Government Revenue	-	264,841
Other Financing Sources	225,223	-
TOTAL	225,223	264,841

SECTION 2. To amend the Grant Project Fund the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Project – Transportation Fund	-	291,498
TOTAL	-	291,498

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

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Gov. Revenue	-	638,226
Other Financing Sources	346,728	-
TOTAL	346,728	638,226

Copies of the grant project 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.

- M. Approved Rescinding Budget Ordinance Amendment Number 19, Ordinance 15-25 and Approved Correction of Budget Ordinance Amendment Number 19C.

ORDINANCE 15-23
BUDGET ORDINANCE AMENDMENT NUMBER 19C

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, 2015.

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

FUNCTIONAL AREA	INCREASE	DECREASE
Culture and Recreation	8,891	-
Other Financing Uses	20,000	-
TOTAL	28,891	0

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	1,550	-
Other Financing Sources	20,000	-
Sales and Services	7,341	-
TOTAL	28,891	0

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

FUNCTIONAL AREA	INCREASE	DECREASE
Contingency	-	27,000
Other Financing Uses	19,100	-
Environmental Protection	132,000	19,100
TOTAL	151,100	46,100

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	105,000	-
TOTAL	105,000	0

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	758,401	-
TOTAL	758,401	0

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	767,807	9,406
TOTAL	767,807	9,406

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 – Item J.

Mr. Berry advised City Council that “Item J.” was the Termination of a Residential Rental Contract with Adam Walker for property located at 1123 15th Street NE. This is a small residential unit that is located on the very back of the Public Services property. The City has leased that property for a number of years to a current employee. It has been very beneficial to have that employee at that location when there are calls during weekend and evening hours because they can quickly respond. The employee that was currently under contract with the City to lease that property had taken another job and needs to terminate the lease. Mr. Berry advised Council that the agreement to terminate the lease between the City and Adam Walker was to be effective June 19th. However, Mr. Walker advised Staff that his new residence would not be ready for him to move into and he requested an extension of the termination date to July 10th. Mr. Walker will still be paying rent to the City. Staff recommended to Council approval of the Termination of Residential Rental Contract with the effective date of July 10th instead of June 19th. Mr. Walker will still be responsible for the \$175 early termination fee, and will continue to pay prorated rent through July 10th.

Alderman Meisner moved, seconded by Alderman Lail approval of the Termination of Residential Rental Contract with Adam Walker effective date of termination July 10th. The motion carried unanimously.

X. Informational Item

XI. New Business:

A. Public Hearings

1. Approved on First Reading Consideration of Rezoning Petition 15-01.

Wendell Cramer petitioned the City for the rezoning of approximately 2.36 acres of property located at the southwest corner of the intersection of Startown Road and Catawba Valley Boulevard SE. The petition is to rezone the property from Low Density Residential (R-1) to Regional Commercial (C-3). The rezoning of the subject property to Regional Commercial (C-3) is consistent with the goals and policies contained within the Hickory by Choice 2030 Comprehensive Plan. The Hickory Regional Planning Commission conducted a public hearing on May 27, 2015 to consider the petition and voted unanimously to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. The Hickory Regional Planning Commission and Staff recommends Council's approval of the rezoning.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on June 5, and June 12, 2015.

City Manager Mick Berry asked the City's Principal Planner Cal Overby to the podium to present Council with Rezoning Petition 15-01.

Mr. Cal Overby presented to City Council rezoning petition 15-01. The petition was submitted by the property owner Mr. Wendell Cramer. The request was to rezone approximately 2.36 acres of property from R-1 Residential, which is low density residential to Regional Commercial, C-3. Mr. Overby presented a PowerPoint presentation and pointed out the location of the property on a map. The property was located at the corner of Startown Road and Catawba Valley Boulevard. He pointed out Catawba Valley Community College (CVCC), Hickory Ridge Shopping Center where Target is located, and Valley Hills Mall. He advised that the map was the Hickory by Choice 2030 future land use plan. He pointed out the area that would be slated for future commercial use. He advised the area was along US Highway 70 and is a major commercial and retail corridor in Hickory. He showed another map pointing out the retail center where Sunrise Appliance was located, a car wash, CVCC, Fairbrook Medical Center and the subject property at the intersection of Startown Road and Catawba Valley Boulevard. Mr. Overby showed the existing zoning in the area again pointing out CVCC, Fairbrook Medical Clinic, and some property that is zoned office but is currently vacant. He pointed out property that was Hickory low density residential, and the property that was Catawba County zoning that runs outside of the City limits as well as the ETJ. Catawba County's equivalent to the City's R-1 zoning. He showed a map outlining the jurisdictional areas. He pointed out the properties that were located in the City's ETJ, the City limits, and the area outside of the jurisdictional authority of the City of Hickory. Staff had evaluated the petition that was submitted by Mr. Cramer to rezone the property and determined that it was compliant with the future development plan. Public services are available to serve the property or are

available to be extended to serve future development on the property. The Planning Commission held a Public Hearing on May 27th to consider the matter and voted unanimously to recommend approval on the rezoning.

Alderman Guess asked what the plans were for that parcel.

Mr. Overby advised that Mr. Cramer and his agent were both in attendance. Mr. Overby commented that this is basically the first step to begin marketing the property more concretely for commercial purposes. The property is currently zoned residential. Residential along the corridor is probably not the highest and best use for that property.

City Attorney John Crone explained the rules for conducting the public hearing.

Mayor Pro Tempore Zagaroli declared the public hearing open.

Mr. Crone asked if there was anyone present to speak against the proposed zoning ordinance. No one appeared. He asked if there was anyone present who wanted to speak in favor of the proposed zoning ordinance change.

Ms. Rita Abee advised Council that she was serving as Mr. Cramer's Real Estate Agent. She advised that when she saw the property that highest and best use was certainly not residential for the property. It would be consistent with growth of Hickory and business in the area. She advised that she spoke in favor of the rezoning.

Mr. Crone asked if anyone else wished to speak for or against the proposal. No one else appeared. He asked Mayor Pro Tempore Zagaroli to close the public hearing.

Mayor Pro Tempore Zagaroli closed the public hearing.

Alderwoman Patton moved, seconded by Alderman Meisner approval of Rezoning Petition 15-01. The motion carried unanimously.

ORDINANCE NO. 15-32

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE HICKORY OFFICIAL ZONING ATLAS TO REZONE APPROXIMATELY 2.36 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF CATAWBA VALEY BLVD SE AND STARTOWN RD FROM LOW DENSITY RESIDENTIAL (R-1) TO REGIONAL COMMERCIAL (C-3).

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 2.36 acres located at the southwest corner of Catawba Valley Blvd SE and Startown Road, more particularly described on Exhibit A attached hereto, to allow a Regional Commercial District; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on May 27, 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 15-01 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 southwest corner of Catawba Valley Blvd SE and Startown Road, and further identified as PIN 3711-12-96-4398
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:

1. The Hickory by Choice 2030 Comprehensive Plan classifies 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).
2. The subject property is shown by Hickory by Choice 2030 to be within an area that is intended to provide retail and services to city residents as well as a residents from surrounding communities. The future use of the property as the location of a commercial or services type land use implements the HBC 2030 plan.

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. This Ordinance shall become effective upon adoption.

B. Departmental Reports:

1. Approved on First Reading an Invitation to Bid and Contract to Huffman Grading Co. Inc. in the Amount of \$121,287 for Additional Parking at Glenn C. Hilton Jr. Recreation Park.

The paved parking lot will be constructed directly across 6th Street Drive NW from the existing Glenn C. Hilton, Jr. Recreation Park to provide overflow parking spaces for the facility. Work under the contract will include clearing, grading, paving, curb/gutter and fencing. The Traffic Division will provide the crosswalk on 6th Street Drive NW and parking lot striping. Landscape Services will provide landscaping and Building Services will provide area lighting for the parking lot. Informal bids were received on May 22, 2015. Staff recommends awarding the contract to the low responsive, responsible bidder, Huffman Grading Co., Inc. in the amount of \$121,287 for the construction of Glenn C. Hilton, Jr. Recreation Park additional parking lot.

Mr. Berry commented that at the previous City Council meeting Council expressed interest in more information on the additional proposed parking at Glenn C. Hilton Jr. Park and how it would navigate around 6th Street. He asked the City Parks and Recreation Director Mack McLeod to the podium to present Council with the layout. He advised that Council had copies of the maps that Mr. McLeod would reference in his presentation.

Mr. McLeod presented a PowerPoint presentation to Council. He advised Council that for their consideration was an award bid and contract with Huffman Grading in the amount of \$121,287 for the construction of an additional parking lot at Glenn C. Hilton Jr. Memorial Park. He presented a PowerPoint presentation and showed an aerial map pointing out 6th Street, Hilton Park, and the existing parking lot. In December 2011, the City purchased approximately 1.5 acres of property for future construction of additional parking at Hilton Park. Parking construction was originally included in the fiscal year 2017/2018 capital improvements program. It was moved up to fiscal year 2014/2015 due to the overcrowding of parking that they are experiencing at the park. He showed an engineer drawing of the actual parking lot. He pointed out there was 47 additional parking spaces planned in this lot. He pointed out a smaller parking lot and parking along the access road. Currently there are 81 marked spaces in the park. There is five accessible spaces and two bus parking spaces in the current parking lot. With the additional 47 parking spaces that will take the total up to 128 actual paved parking spaces, and five accessible and two bus parking spaces. He advised that the entrance to the parking lot would be on 6th Street. They proposed a four foot high decorative

fence along the front entrance. There will be an automatic rolling gate to provide access to the park. The parking lot would only be used when the existing parking lot is full. This would be used as an overflow. It is an automatic gate similar to the one that is located at Henry Fork Regional Park and the same type gate at Stanford Park. Mr. McLeod pointed out the 20 foot buffer, and the property line. He advised there would be a 20 foot planted buffer zone. Along the perimeter of the property would be a six foot high black vinyl chain link fence. He commented that the berm would be on the southern end of the property line for residential purposes. He showed a drawing of the cross section of what the 20 foot wide berm would look like. It would be a 20 foot wide, six foot high berm, a landscaped buffer on top of the berm, and the screened parking lot. He pointed out the location where a signalized pedestrian crosswalk would be located. Citizens would come to the crosswalk and cross over and connect to a sidewalk. The sidewalk leads down to the park.

Alderman Guess questioned if there would be a tendency for citizens that cross at the crosswalk, instead of going up the sidewalk, to enter the park straight across from the crosswalk. He asked if that would be allowed.

Mr. McLeod advised that there would be a berm and a row of Leland cypress. He advised that is a steep hill to come up from that sidewalk in. When the City had to replace a sewer line through there they had to build that berm up.

Alderman Guess commented that the intention is for people not to enter there.

Mr. McLeod confirmed that was correct. They want people to use the crosswalk and come down the sidewalk there. Citizens would have a steep climb and have to go through the Leland cypress there if they don't come down the sidewalk. That will not stop them, they will still cut through there. It is Staff's intention for citizens not to do that.

Mayor Pro Tempore Zagaroli asked if there was a tie in at the end of the crosswalk back into the park itself.

Mr. McLeod replied no sir, the crosswalk connects to the sidewalk. He pointed out the location on the map where it connected into the existing sidewalk.

Alderman Lail asked why Staff would not create a space for people to walk there if that is what they are going to do. He commented that if he was walking from that parking lot then he is wanting to get into the park and he would rather not walk along the road.

Alderman Guess questioned if there was enough room in that area for a large group to congregate in that area.

Mr. McLeod advised that there was enough room off of the edge of the sidewalk, and there was a grassy area.

Alderman Guess commented that Staff might want to explore the idea of opening that up and allowing that to be a natural walk.

Mr. McLeod used as an example the opening of Stanford Park at Highland Recreation Center. They tried to funnel everybody to the main sidewalk. People starting cutting through the hedges so Staff came in and opened that up and installed a sidewalk there to handle that. Staff would not be able to put a sidewalk there because of the berm there. Staff would have to evaluate that and see what the patrons are doing.

Alderwoman Patton commented that it opens right into disc golf.

Mr. McLeod commented that it is the first hole.

Alderman Guess commented that his primary concern was people waiting on the rest of their group to get there and not having enough space on the other side of the crosswalk to get out of the way of the road.

Mr. McLeod advised that there is room on the other side. He pointed out the area with the sidewalk, and the grassy area before the berm starts leading up to the park.

Alderman Lail questioned the berm. He commented that the detail shows that it is 2 ½ feet high not six feet high. The plans do not show it as a berm. The plans show it as sloping away. He felt that it was very important to screen the parking lot because it is in the middle of an R-2 zoning. The property owner that was next to it

had concerns about it going in. Commercial style parking lots are not generally a great use in R-2 zoning. He advised that the drawing that Council had received was not a six foot berm with landscape on top.

Mr. McLeod commented that the reason the berm was there instead of flat was to get the height up to give it more screening. The trees are typically five to seven feet tall when they are put in. There would also be another row of screening that would go there. The fence would be setback approximately one foot off the property line. He pointed out the row of plantings and the trees on top of the berm. The berm was put in instead of doing it flat to give it more of a buffer. The six foot high fence along the property line versus a four foot high at the parking lot entrance.

Alderman Seaver asked if the bus parking would be in the first parking lot.

Mr. McLeod confirmed that was correct. The buses are usually during the school day during the weekdays. The parking issue is on the weekends. They can be put in the overflow parking lot if necessary. He commented that the most that he had seen during a weekday there was nine buses. Staff could open the overflow lot during the week if necessary. They are experiencing the overcrowding issues on the weekends.

Mayor Pro Tempore Zagaroli asked about controlling the overflow, opening and closing the lot.

Mr. McLeod advised that it would be an automatic gate, and Staff could automatically open it. It would be on a timer and it would close. All you do is pull up to the gate and it would automatically open.

Alderman Seaver asked where citizens where parking when there was overcrowding. Along the road?

Mr. McLeod replied yes sir. Along the side of the road and back into the residential streets. They would park all along 6th Street and off of 6th Street. Several years ago on-street parking was prohibited there. He pointed out what the pedestrian signal would look like with a push button activation to activate a flashing light.

Mayor Pro Tempore Zagaroli asked if it would be on one side or both sides.

Mr. McLeod advised both sides.

Alderman Meisner asked if Hilton parking was lighted.

Mr. McLeod confirmed that it did have lights and there would be lights in the proposed parking lot too. Mr. McLeod advised that Staff recommended approval of the award bid and contract to Huffman Grading in the amount of \$121,287 for this project.

Alderman Guess moved seconded by Alderman Seaver approval of the Invitation to Bid and Contract to Huffman Grading Co. Inc. Ayes: Alderman Meisner, Alderman Seaver, Alderman Guess, Mayor Pro Tempore Zagaroli, and Alderwoman Patton. Nay: Alderman Lail. The motion carried.

Alderman Lail commented that he voted no because he was supportive of the parking. He didn't feel that what Council had been presented with was not shown on the plans.

2. Accepted the Hickory Public Library Strategic Plan for 2015-2018.

The library received a \$20,160 Library Services and Technology Act planning grant in 2014 for the development of a new strategic plan to guide library services at Patrick Beaver Memorial Library and Ridgeview Branch Library for the next three years. Dr. Anthony Chow was retained to facilitate the planning process that was undertaken by a Steering Committee representing the business, education and non-profit communities, media, Library Advisory Board, Friends of the Library Board, City government, and library staff. Approximately 1000 residents were involved in the ten month study from July 2014 to May 2015 by participating in interviews, focus groups, community forums, and surveys that were available in print and online. Using input from the Steering Committee, staff, and survey results a final document was created. Staff recommends acceptance of the Hickory Public Library Strategic Plan for 2015-2018.

Mr. Berry asked the City's Library Director Louise Humphrey to the podium to present Council the Hickory Public Library's Strategic Plan for 2015-2018. He mentioned that this would be Mrs. Humphrey's last formal opportunity to be before Council because she would soon be retiring. He thanked her for working with Dr. Chow and the other volunteers that were appointed by City Council to leave the City with a forward looking vision.

Mrs. Louise Humphrey commented that it had been her pleasure to serve with the City for so long. She advised that they had completed 10 months of very, very hard work revising a new Strategic Plan for Hickory Public Library. The new plan will guide public library services for the next three years. She recognized some of the Strategic Planning Steering Committee Members who were in attendance: Alderman Hank Guess; Assistant City Manager Andrea Surratt; Billy Sudderth, President of Friends of Ridgeview Public Library; Walter Smith, Chair of the Committee; and Terressa Jefferson. She advised that the Consultant Dr. Anthony Chow with Strategic Performance Systems and also with the University of North Carolina, Greensboro brought it all together. She asked Dr. Chow to present Council with an overview of the process that culminated and a new plan that is recommended by Library Staff for Council's approval.

Dr. Anthony Chow presented a PowerPoint presentation of the plan to Council. He advised that it was two phases. The first phase being actually listening to the community. Every community needs to speak to what services that they would like to see from their libraries. They spent approximately four to five months talking to the community. He said they had 21 focus groups in Hickory and talked to a number of folks throughout the community. He advised that there were approximately 800 in that sample, and a 1,000 random sample mailings. In January they took all of the results and ran two parallel processes. They met with the entire Staff and discussed the new plan and also met with the Steering Committee and did the same process. They had another 200 citizens that provided input on the multiple drafts of the Strategic Plan.

Dr. Chow discussed the vision which was "A welcoming place to discover, connect, and thrive". The idea that Hickory Libraries are welcoming to everyone. Libraries are much more than just books. Books are still the top priority, but there are many things to discover at the library. "Connect and thrive", libraries are not only a place to connect with physical material but definitely digital and online material as well. They are continuing to be community centers where folks get together on community issues. Thrive, most importantly all visitors that visit the library the primary goal is to get them what they are looking for so they can continue on their journey.

Dr. Chow discussed the mission, connecting people with excellent service, resources, and empowering opportunities. The word excellent is important because the Staff and the community don't just want library services they want excellent library services, resources, and the opportunity to empower all of those that interact with the library system.

Dr. Chow continued the discussion with the values of the organization and how staff wants to operate on a day to day basis: (1) engaging, accepting and welcoming. Libraries want to engage all that come through their doors or all of those that visit them digitally. One of the challenges that libraries have is they serve everyone and it is crucial that they accept all of those that use their services. Welcoming particular to those that may speak a second language. There is always that concern that they will not be understood. And the desire to make sure that all are welcome as they engage the organization. (2) Resourceful and inspiring. A lot of people are coming back to libraries because there is too much information and too much technology out there. They often times turn to libraries for resources to help them with that. In a previous focus group one member mentioned that libraries are three dimensional. The point that they were trying to make is when we are online we tend to be searching for things that are specific and we want answers. When you come to the library you end up finding things that you weren't expecting. Inspiring, getting people in the doors, and really surprising people about all the things that libraries have to offer. (3) Environment of teamwork, the collaboration is very important and one of the things that libraries have been challenged with is the rapid change in services and technology. A lot of people need a lot of help being on the same page. Environment and teamwork is necessary within the organization to make sure that they are meeting their challenges appropriately.

Dr. Chow discussed the core competencies. Hickory Public Libraries want to be strong with (1) exemplary customer service; (2) engaging and quality programming, items that are designed to engage and excite Hickory residents and quality programming. Quality programming is actually offsetting the actual physical

use of books. Programming is actually increasing public library usage because of that. People are coming to libraries for that innovative programming. Citizens want to see (3) high quality facilities. (4) Engaging and quality collection, making sure that the collection reflects the needs of their users and strategically plan as well. (5) Technology Resource Center. That is one of the primary trends that is current nationwide and in Hickory as well. People are looking to the library to close that digital divide. Libraries are becoming the tech center. It is not just using computers anymore it is a place to actually showcase the City or Counties technology. If it is not there a lot of citizens may not have access to it. One of the most popular times to get tech support is in January after all of the Christmas presents and receiving all of that technology that they don't know how to use. They come to the library to seek assistance.

Dr. Chow advised of the goals and objectives. Goal (1) State-of-the-Art technology. Some of the operating systems and some of the bandwidth are not as robust as arguably should be. He encountered patrons, at the Ridgeview facility, who were very frustrated with connection problems to the network. The Hickory Public Libraries don't just want to have technology they want to be the state-of-the-art technology. Those that don't have those devices, or internet, it is worth considering, honoring them when they come to those free resources to have those kind of resources. In many cases those are even more vital to them. Goal (2) Superior customer service, services and programs. Not just friendly service but superior customer service. Making sure that the services are aligned to the community and making sure that the programs continue to be innovative and engaging. Goal (3) Strong organizational communication and collaboration among City leadership, branches and area libraries. The idea that Hickory Public Libraries are not alone in this effort they need to make sure that they are meeting the City's priorities and that the branches are all on the same pages. Also partnering with Catawba County Libraries which was a strong partner in this process as well as other area libraries. Collaboration and integration when possible is very important. Citizens don't care if it is Hickory Public Library or Catawba County, they just want the services. As integrated as possible is definitely a strong goal in the future. Goal (4) Innovative community relationships, partnerships, and marketing. Making sure that they find partnerships and work with others on literacy, digital literacy, and all the other things that the library does. Mr. Chow discussed marketing. Why don't people use the library? Marketing is really important because libraries are not the libraries of 10 years ago. There are many services and resources that are available there that people are just not aware of. Marketing what wonderful services and resources that the Hickory citizenry has available at their fingertips for free and not even realizing that they are there. He used as an example where a citizen had discovered how to plan a trip, and he wasn't aware that the library had that type of programming to offer. Marketing is really important because you have the resources and the return on the investment is so strong. You want to maximize the number of people that are using them. Goal (5) Modern and welcoming library spaces. Librarians in Hickory and elsewhere want their libraries to be welcoming, modern, bright, exciting and engaging. A lot of architecture of old aren't necessarily that way. Modern welcoming library spaces as identified in the plan, included lighting, and safety and security were important as well. Dr. Chow commented that Ridgeview is too small to serve as a really strong full service library. He advised that the plan included a year by year goals and objectives section. That will be given to the Library Director as a performance dashboard. They laid out the goals and objectives and the tactics necessary to accomplish these goals by year. They also will be electronic so they can keep track of it in the future.

Mayor Pro Tempore Zagaroli thanked Dr. Chow and Louise Humphrey for their work at the library.

Mrs. Humphrey advised City Council that Staff recommend acceptance of the new Strategic Plan.

Alderman Guess commented that he had the privilege of serving on this committee and there was a lot of work that went into this, and a lot of people that participated. He learned what a great staff that the City has and what great citizens we have, and how much they appreciate and depend upon the libraries. There is still some work to do, but overall we have a really good system and he attributed that to the wonderful Staff that the City has.

Alderman Guess moved seconded by Alderman Seaver acceptance of the Hickory Public Library Strategic Plan for 2015-2018. The motion carried unanimously.

3. Appointments to Boards and Commissions

BUSINESS DEVELOPMENT COMMITTEE

(Terms Expiring 6-30; 2 Year Terms) (Appointed by City Council)
 At-Large Jeff Neuville (Not Eligible for Reappointment)
 At-Large Dave Gissy (Not Eligible for Reappointment)
 At-Large Dave Paist (Not Eligible for Reappointment)

Alderwoman Patton nominated Lori Alala to Business Development Committee, At-Large Representative.

CATAWBA COUNTY ECONOMIC DEVELOPMENT BOARD OF DIRECTORS FOR HICKORY

(Terms Expiring 6-30; 3-Year Terms with Unlimited Appointments) (Appointed by City Council)
 Position One Gary Garvey and Stephen Shuford have expressed interest

CITIZENS ADVISORY COMMITTEE

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 At-Large Michael L. Holland (Not Eligible for Reappointment)

COMMUNITY APPEARANCE COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 1 Steven E. Bowman (Not Eligible for Reappointment)

Alderman Lail nominated Margaret Nealon to the Community Appearance Commission, Ward 1 Representative.

COMMUNITY RELATIONS COUNCIL

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Caucasian VACANT
 Caucasian Neal Orgain (Eligible for Reappointment/
 Does not wish to serve again)
 Other Minority Ray Cerda (Eligible for Reappointment/
 Does not wish to serve again)
 Other Minority VACANT

Alderwoman Patton nominated Eddie Beard to Community Relations Council, Caucasian Representative.

HICKORY REGIONAL PLANNING COMMISSION

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)
 (Appointed by City Council)
 Ward 4 Sam Hunt (Eligible for Reappointment)
 Burke County (Mayor to Nominate) VACANT Since 8-6-2008
 Brookford (Mayor to Nominate) VACANT Since 6-2006
 Caldwell County (Mayor to Nominate) James R. Noggle
 (Eligible for Reappointment)
 Catawba County (Mayor to Nominate) Oscar Vasquez
 (Eligible for Reappointment)

Alderman Guess reappointed Sam Hunt to the Hickory Regional Planning Commission, Ward 4 Representative.

HISTORIC PRESERVATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Licensed Architect Christopher Wilson (Eligible for Reappointment/
 Does not wish to serve again)
 At-Large (3) Thomas R. Dobbins (Eligible for Reappointment/
 Does not wish to serve again)

INTERNATIONAL COUNCIL

(Appointed by Mayor with the Concurrence of City Council)
 Alex Mezei Resigned 3-19-2015
 (10) VACANT Positions

LIBRARY ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 1 VACANT (Charles Jeffers Passed Away 6/6/2015)
 Ward 3 Kathy Ivey (Not Eligible for Reappointment)

PARKS AND RECREATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 6 Jim Powers (Eligible for Reappointment/Willing to Serve)
 At-Large (1) Minority
 (Bee Yang was reappointed but does not wish to serve again)

At Large (2) VACANT

Alderwoman Patton reappointed Jim Powers to Parks and Recreation Commission, Ward 6 Representative.

PUBLIC ART COMMISSION

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

Ward 3 VACANT

At-Large (Mayor Nominates) VACANT

At-Large (Mayor Nominates) Thomas McBrayer
(Eligible for Reappointment/Does not wish to serve again)

PUBLIC HOUSING AUTHORITY

(Terms Expiring 6-30; 5-Year Terms (Appointed by Mayor)

Position 3 (Mayor Nominates) Clement Geitner
(Eligible for Reappointment)

Tenant Representative

(Mrs. Lester Clark is no longer eligible to serve because she is no longer a tenant)

RECYCLING ADVISORY BOARD

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

Ward 3 VACANT

At-Large (1) VACANT

UNIVERSITY CITY COMMISSION

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

At-Large Bill McBrayer

(Eligible for Reappointment/Does not wish to serve again)

YOUTH COUNCIL

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

The Youth Council Applicant Review Committee Makes the Following Recommendations for Appointment to the Youth Council:

- Mary Kathryn Cockerham – Statesville Christian Academy – At-Large Representative
- Caroline Collins - Hickory Christian Academy – At-Large Representative
- Jalil Thompson – Hickory High School – At-Large Representative
- Jack McMahon – Hickory High School – At-Large Representative
- Caleb Hewitt – Hickory High School – At-Large Representative
- Mickaela Simmons – Hickory High School - At-Large Representative
- Matthew Sturgess – Hickory Christian Academy – At-Large Representative
- Molly Dwyer – Hickory Christian Academy – At-Large Representative
- Trevor Fulcher – Hickory Christian Academy – At-Large Representative
- Emmy Williams – Hickory High School – At-Large Representative
- Alanna Church – Fred T. Foard High School – Fred T. Foard Representative
- Darian Abernathy – Hickory High School – Hickory High School Representative
- Grace Bollinger – Hickory High School – Hickory High School Representative
- Tyler Cochrane – Hickory High School – Hickory High School Representative
- Bella Fields – Hickory High School – Hickory High School Representative
- Landen Linkous – Hickory High School – Hickory High School Representative
- Claire McCrea – Hickory High School – Hickory High School Representative
- Ally Sweeney – Hickory High School – Hickory High School Representative
- Aislynn Hosey – Homeschool – Homeschool Representative
- Chase delCharco – Hickory Christian Academy - Private School Representative
- Shea Hall – Hickory Christian Academy – Private School Representative
- Carson Bailey – St. Stephens High School – St. Stephens High School Representative
- Emily Childers – St. Stephens High School – St. Stephens High School Representative
- Andrew Howard – St. Stephens High School – St. Stephens High School Representative
- Jenny Kerley – St. Stephens High School – St. Stephens High School Representative
- Paul Wood – St. Stephens High School – St. Stephens High School Representative
- Ben Neuville – St. Stephens High School – St. Stephens High School Representative
- Arianna Mack – St. Stephens High School – St. Stephens High School Representative

Alderman Meisner moved, seconded by Alderman Seaver to recuse himself from voting on the Boards and Commissions nominations due to a relative being on the Youth Council. The motion carried unanimously.

Mr. Berry questioned City Council on the Catawba County Economic Development Board of Directors position. He advised that Gary Garvey was currently serving and asked if anyone had any conversations with Mayor Wright regarding appointment of someone for that position.

No one had spoken to Mayor Wright regarding that appointment.

Alderwoman Patton moved seconded by Alderman Seaver approval of the above nominations. 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

City Manager Mick Berry introduced the City's new Assistant City Manager Rodney Miller.

Mayor Pro Tempore Zagaroli recognized the Leadership 2000 youth that were in attendance.

XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(5) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

City Attorney John Crone requested an additional item to closed session regarding potential or pending litigation, landolo vs City of Hickory 14CVS1160 (NCGS §143-318.11(a)(4)).

Alderman Meisner moved that Council go into closed session to consult with the attorneys to discuss the items below and the additional item requested by City Attorney John Crone, seconded by Alderwoman Patton. The motion carried unanimously.

1. Approval of Closed Session Minutes of May 19, 2015 and June 2, 2015 - NCGS §143-318.11(a)(1)

2. Potential Property Acquisition - NCGS §143-318.11(a)(5)

No action was taken upon return to open session.

XIV. There being no further business, the meeting adjourned at 8:40 p.m.

Mayor

City Clerk

June 22, 2015

A special meeting of the City Council of the City of Hickory was held at 76 N Center Street in Council Chambers on Monday, June 22, 2015 at 8:00 a.m., with the following members present:

Brad Lail	Rudy Wright	Hank Guess
Bruce Meisner	Aldermen	David Zagaroli
Danny Seaver		Jill Patton

A quorum was present for Hickory City Council.

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

Also Present: Mr. Bob Lackey, Mr. Bob Bryan, Ms. Karen Waddell, and Mr. Rob Lackey

- I. Mayor Wright called the meeting to order at 8:03 a.m.
- II. Closed Session Per NC General Statutes 143-318.11(a)(1)(4) to consult with the attorneys regarding pending litigation AGI Associates LLC vs Profile Aviation Center Inc. and City of Hickory, Civil Action 5:13-CV-61-RLV: (Action on these items, if any, will occur in Open Session)

Alderman Guess moved that Council go into closed session to consult with the attorneys to discuss the items above, seconded by Alderman Seaver. The motion carried unanimously.

City Council returned from closed session at 9:05 a.m. and reconvened the open meeting.

- III. Discussion of Agreements for the Deidra Lackey Memorial Park

Mr. Berry introduced the Lackey Family and Bob Bryan, who is the Lackey Family's attorney. He explained that this meeting was to discuss the agreements.

Deputy City Attorney Arnita Dula introduced Mr. Bob Lackey.

Mr. Lackey thanked city staff for working diligently on this project and helping navigate new territory. He introduced Bob Bryan, Karen Waddell, and Rob Lackey.

Ms. Dula explained that the meeting would be a free flowing discussion as she goes through each section of the agreements. She added that Mr. Lackey has shared his vision for the parks and that these agreements will bring that vision to fruition.

Ms. Dula began the discussion with the Grant Agreement, which includes construction easement, and governs the development and construction of a waterfront memorial park to memorialize the late Deidra Lackey. This consists of gardens, structures and landscapes.

Alderman Lail asked where the gardens are located.

Ms. Dula noted that the Memorial Garden, Conservatory, Lake House, Canopy Walk, Event Dock, and parking for facility qualify as "the gardens." Other facilities such as the restrooms, bikeways, picnic shelter, fishing dock, and boat ramp are not part of the "the gardens." The difference lies in who maintains those facilities, which is detailed in the agreements. The Conservancy will maintain some while the City maintains others.

Mr. Lail expressed that he would like to see an exhibit that shows the gardens. Ms Dula explained that the exhibits are forthcoming.

Ms. Dula went on to explain that the project is being completed in phases and this agreement covers phase one. The agreement consists of six articles covering the topics of land availability, the developer's obligations, the city's obligations, the ownership of facilities, bonds and insurance, and miscellaneous provisions.

Ms. Dula highlighted specific portions of the each article starting with item 1.4, which states that the grant and construction agreement is temporary and expires upon completion of the project. Article I also includes the city's requirement to give information regarding hazardous conditions and right-of-way parcels or easements. The article also notes that joint soil tests will be conducted.

Moving on to Article II, Ms. Dula explained the Developer's obligations. The Developer is responsible for engaging services of contractor and sub contractor to perform construction at its own cost and expense.

Alderwoman Patton asked for clarification in the second article that references "substantial changes or modifications to the plans."

Ms. Dula answered that those plans would be submitted to city through normal channels such as approval from the Planning Director, Parks & Recreation Director, Public Services Director, etc. The normal approval process for site plan would take place like any other construction project.

Mr. Bryan interjected that there would be minor corrections that would be expected in any construction project.

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Ms. Dula continued discussing Article II. She explained that if the actual project cost exceeds the agreed project cost by ten percent due to soil and water problems then the Developer may choose to discontinue the project construction, reduce the project scope, change design, or use additional funds provided by the Conservancy, a third party, or the City to cover the additional expenses. Because this is a private/public partnership, the City is not investing a significant amount of funds in the project. Bidding requirements would have to be met if the City did provide a significant amount.

Mr. Bryan explained that this is an unlikely scenario because test borings will be conducted and should indicate the ground conditions so that they can estimate costs accurately. This would only happen if the tests fail to identify a major issue or if regulations change that would significantly increase costs. This puts no obligation on the city. We do not have to build if costs are too high. But we would be able to stop, reevaluate, and determine how to move forward.

Ms. Dula went on to explain that it is the Developer's responsibility to obtain necessary permits and licenses. It will monitor the contractors' compliance with laws and regulations. It will also present a warranty statement that there are no hazardous materials on property. Article II also details securing the site to prevent damage to property and to persons. The park will remain closed to the public throughout construction.

Alderman Lail clarified that the relevant area is defined under exhibit A of the Master Plan, which is the actual site plan. Ms. Dula concurred.

Ms. Dula then went on to discuss Article III that details the City's obligations. City has right to oversee the work but is not obligated because it is the Developer's project, even though it is being constructed on city property. Zoning will still fall under the purview of the city and if the contractor fails to follow regulations, the City can issue a stop work order. Normal processes and requirements are still in place for this project.

Construction of boating and fishing facilities are also addressed in Article III. The City will assist the Developer in obtaining necessary permits and approvals from Duke Energy. Additionally, with the exception of the actual project cost exceeding the agreed upon cost by ten percent, the city will not pay any portion of the costs. The City will provide written, contemporaneous documents to the Developer acknowledging its gifts to the City.

Alderman Lail asked about the removal of the existing structure.

Ms. Dula responded that will be handled by the Developer. There will be an option to keep and renovate it or it may choose to demolish the facilities and construct new ones.

Mr. Bryan added that they are trying to create a cooperative, flexible relationship with the City and they would like to jointly discuss what makes the most sense as far as dealing with existing facilities.

Ms. Dula then discussed Article IV, which deals with the ownership of the facilities. The City will own the facilities as they are being constructed. The Developer has the right to place personal property, paintings, furniture, etc. in the facilities and remove those items as necessary so long as they are not permanently affixed to the structure. The City can also place items, such as artwork, with approval from the Conservancy.

Article V deals with bonds and insurance. The Developer will take out performance and payment bonds in the amount at least equal to estimated total cost of project and will remain in effect. The Developer will purchase and maintain insurance during construction of the facilities, including general and commercial liability insurance and other appropriate insurance for project. Items covered under insurance include workers comp, personal injury, etc. The required insurance shall include the City as an additional insured and cover public officials, employees, staff, and anyone associated with the City. The City is not required to purchase and maintain property insurance to cover the Developer's interests or contractors and subcontractors. The Developer shall be absolutely liable for damage to persons or property caused by the construction or renovation of the facilities. The City will be held harmless.

Article VI deals with miscellaneous provisions. The agreement is governed by the laws of North Carolina and the venue for any legal proceedings would be in the Catawba County courts. The construction easement is only for construction and will be terminated upon completion of the construction.

Ms. Dula asked if there were any questions regarding the Grant Agreement. There were none.

Ms. Dula went on to discuss the Burial Site Agreement. Since this project is to memorialize Deidra Lackey, the City will make space available to the Company (a single member LLC) for up to fifty in-wall and/or below ground burial spaces located inside the conservatory for use of the Lackey Family.

Mr. Bryan added that this will not impose costs or obligations on the City other than making the space available. The City will only be responsible for normal maintenance.

Ms. Dula went on to explain that usually people purchase and own cemetery plots. However, these burial spaces are not being purchased. The right to use the spaces will occur in the form of a license and a fee will be paid for the license. A lump sum will be paid to utilize those spaces.

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The City will not construct those spaces or install crypts, which is the responsibility of the Company. The City will license and provide to the Company the use of spaces, as well as retain the title to the burial spaces. Additionally, the family may want to have private use of the Gardens and will be able to do so six times per calendar year and will be scheduled in cooperation with the City. There will be no additional costs to the Company, except what would be considered excess costs, such as having an officer on duty for security, in which case the Company would reimburse the City. The Lackey Family and their guests will have access to the Gardens and Conservatory at all reasonable times.

The City will also need to pass a resolution designating the area as a cemetery, as well as waive the current ordinance that limits the purchase of plots to eight contiguous spaces because up to fifty burial spaces will be constructed. Additionally, the requirements placed on mausoleums will be waived to allow for up to fifty burial spaces.

The City will maintain the Gardens, including the burial spaces, in the same standard that the City's other cemeteries are maintained. If the City were to hire an outside company to maintain the area, it must perform at same level as the City of Hickory.

Mr. Bryan added that this would allow the City to shift some of the responsibilities to the Conservancy.

Alderman Seaver asked for clarification on the in-wall and below ground spaces and whether construction would be limited to one or the other or if both styles would be used. Ms. Dula confirmed that there could be both. He then asked if funerals and burials would be counted in the six times of private use per year. Ms. Dula explained that they did not. She added that standard burial procedures would be followed as in the other cemeteries.

Alderman Lail added that there may be an ordinance prohibiting the use of cemeteries after dark and if so, that would need to be waived also. Ms. Dula concurred.

Ms. Dula went on to lay out the obligations of the Company. The Company will furnish the information on who has the right to use the spaces. It will repair any damage to the crypts or headstones, unless the City is responsible for the damage, in which case the City will reimburse the Company for the cost of the repairs.

The Company has the authority to execute the necessary documents for the burial agreement. The term begins at execution of the agreement and continues unless the burial construction has not been completed by January 1, 2020. In that event, the City would reimburse the licensing fee. The Company may terminate the agreement at any time if it decides the burial space is no longer appropriate. It is the Company's responsibility to disinter the remains.

The City can not assign its rights and obligations but the Company may assign the agreement to any member of the Robert Lackey extended family. The entire agreement is governed by North Carolina laws.

Ms. Dula asked if there were any questions about the Burial Agreement. There were none.

Ms. Dula began discussion Conservancy Agreement. She noted that the majority of the work to create the Conservancy Agreement was completed by Mr. Bryan and the Lackey Family in cooperation with City staff. Mr. Lackey has requested that these facilities be maintained in a world class manner. This agreement is modeled after conservancy agreements in other cities.

The agreement outlines the City's and the Conservancy's rights and responsibilities in developing and managing the waterfront memorial park. The Conservancy will be a 501c3 non-profit and will be responsible for day-to-day operations, programming of events, and facility rental. The project occurs in phases through ongoing private/public partnership. Other phases will be funded by the Conservancy or by private donors. There will be a Board of Directors with seven members (Four appointed by Mr. Lackey and three appointed by City Council).

The Statement of Agreement goes over various definitions relevant to the agreement, including the exact areas that compose the Gardens.

Mr. Bryan interjected that the Conservancy's non-profit status will make it easier for donors to make donations and gifts will not have to go through the City.

Ms. Dula moved on to Section Two, which again outlines the City's ownership of the Gardens. The City and the Conservancy will develop, operate, maintain, and manage the Gardens together, in good faith cooperation, consistent with the Master Plan and Agreement.

Mr. Bryan added that it is a cooperative effort and the Conservancy will handle day-to-day operations but they understand that the City needs to maintain control. He noted that the City will have three board members and an active role in discussions, as well as having the final approval on the Master Plan. Additionally, the Conservancy will provide the City with updates and reports on a regular basis

Alderman Lail asked for distinction on the Conservancy's role in day-to-day management.

Mr. Bryan answered that the City will be responsible for facilities management, in the same way the City handles their other facilities. The Conservancy will handle programming.

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Ms. Dula went on to point various aspects of Section Two, such as the reserved rights of the City to use the Gardens. The City is allowed to have twelve events at the Gardens per calendar year at mutually acceptable times. While the City does not currently sell or serve alcohol at events, if ever City Council so chose to, the proper liquor license and liability insurance would be necessary.

Alderman Lail asked if a third party wanted to use the facility, would they go through the Conservancy to rent the facility. Ms. Dula answered that yes, the Conservancy handles all aspects of private rental and the City will have no dealings in that.

Ms. Dula continued discussion and explained that the Conservancy has the right to sell food and alcohol for fundraising or other events. The Conservancy will provide an annual report detailing concessions operated in the Gardens.

The next section lays out the method by which disagreements are resolved. There will be frequent meetings between City staff and the Conservancy. But in the event of a disagreement The President of the Conservancy and the Parks & Recreation Director will meet within thirty days of written notice. If they are unable to reach a resolution, the President will meet with the City Manager within thirty days and attempt a resolution. If that is unsuccessful the parties will select a mutually acceptable mediator to come to a resolution.

Ms. Dula continued to detail other aspects found in the agreement such as naming rights, the Conservancy's governance (Board of Directors), and record requirements for non-profits.

The fourth section explains the construction of the facilities, which will occur in several phases. It also allows for the City to accept donations on behalf of the Conservancy in the event that the Conservancy does not yet have their 501c3 status. There will be ongoing discussion between the Conservancy and the City regarding future expansion. Also, the City will oversee all work performed in the Gardens and will have the right to suspend a project if it creates a safety hazard.

Mr. Bryan added that money might have to come from a third party but the Conservancy would still be responsible. He wanted to be clear that they are not increasing duties for the City.

Section 5 considers the operation of the adjacent park, which is the responsibility of the City. The section details features like existing bike trails, parking, restrooms, etc. which will be maintained by the City.

Alderman Guess asked how the cost for utilities would be handled. Ms. Dula explained that it will be delineated in the Operation and Maintenance Plan.

Ms. Dula moved on to continue discussing Section Five, which references a buffer zone for future expansion around the Gardens. She referred to a map in the PowerPoint Presentation that showed the buffer area.

Alderman Zagaroli asked for further explanation of the buffer zone.

Ms. Dula responded that it is simply raw land that is to be reserved for future expansion.

Mr. Bryan added that they had originally considered a larger buffer area but wanted to give the City more flexibility. He explained that the buffer was there in case they wanted to add more facilities in the future, but it is also there to keep the area undeveloped and maintain the peaceful nature of the Gardens.

Alderman Lail pointed out that the Riverwalk will connect to the Memorial Park. He asked if anyone had given consideration to parking.

Ms. Dula responded that there will be limited parking available.

Alderman Lail added that he felt consideration needed to be given about how the Riverwalk fits into the park and the likelihood that people will park at the Conservatory and access the Riverwalk.

Ms. Dula introduced Mr. David Carter who has his own consulting firm but worked with Parks in Wake County for many years and has experience with conservancies. He shared that he has been an invaluable resource and has helped with many of the documents. She apologized for not introducing him earlier in the meeting. She asked Mr. Mack Mcleod to expand on the parking discussion.

Mr. Mcleod reviewed the project with the Greater Hickory Tennis Association. He explained that part of the upgrades they are constructing will include expanded parking, which can be utilized by Riverwalk patrons. He also explained that for large events at the Conservatory, shuttles may have to be used to accommodate parking for everyone.

Ms. Dula continued by discussing Section Six, which details fundraising. She noted the rights and obligations of fundraising and the creation of usage fees for use of the Gardens.

Section Seven covers maintenance and support. Ms. Dula noted again that the Operation and Maintenance Plan will be drafted by City Staff with input and approval from the Conservancy. Also, the City will maintain property insurance on the completed facilities.

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Section Eight deals with representations. The City warrants and represents that the City owns the land that will constitute the Gardens and has the right to develop the park without any consent from Burke or Catawba Counties. The Conservancy represents that it is a not-for-profit corporation and has the authority to execute this agreement.

Section Nine details the allocation of liability. The agreement lists the types and amounts of insurance that are required to be carried by the Conservancy. The City will be an additional insured and will be notified if policies change or are canceled. The City must maintain insurance for the facilities at appropriate levels as suggested by the provider. Indemnification language is also detailed in this section.

Section Ten discusses the term and termination of the agreement. It begins at execution and may be terminated for cause, although a resolution would be sought. It may also be terminated if the Gardens have not been constructed (Phase 1) by January of 2020.

The final Section Eleven covers miscellaneous provisions. These are standard provisions contained in many documents.

Ms. Dula concluded by pointing out a document that is a chronology of events for the waterfront park, which gives an idea of the next steps. She asked Council to be considering persons they would like to appoint to the Board of Directors.

Alderman Lail asked if the bylaws will address the terms of the board members.

Ms. Dula answered that yes, they would.

Mr. Bryan added that there was flexibility in reappointing members to the board.

Alderman Lail expressed the need to set term limits for members.

Ms. Dula asked if there were any final questions. There were none.

Alderman Meisner thanked everyone for their diligent work and good information. He said he looked forward to this great partnership. There was general consensus from the rest of City Council.

Ms. Dula invited Mr. David Carter to make some comments on the project.

Mr. Carter shared that he has worked extensively on public/private partnerships all over. None are as visionary or exciting or of this magnitude. He said he is excited for the citizens of Hickory. It has been an easy process. The documents are excellent and well crafted by attorneys. He was confident that this will be a stellar project.

Mr. Berry quickly asked the Council Members about their schedules for a possible meeting at the end of the week. The members shared their availability.

Alderman Lail moved that the meeting be adjourned, seconded by Alderwoman Patton. The motion carried unanimously. The meeting adjourned at 11:01 a.m.

Mayor Rudy Wright

Deputy City Clerk

June 25, 2015

A Special Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Thursday, June 25, 2015 at 8:30 a.m., with the following members present:

	Rudy Wright	
Brad Lail		
Bruce Meisner	Aldermen	David P. Zagaroli
Danny Seaver		

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, 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 Alderwoman Patton and Alderman Guess.

II. Discussion of Economic Development Incentives

City Manager Mick Berry advised Council that the item on the agenda was to consider an Economic Development Agreement for Blue Bloodhound, LP. He asked Mr. Scott Millar to the podium.

Mr. Scott Millar commented that this project had been discussed for several months. He mentioned the press release from the Governor's office on Tuesday regarding the commitment by the company Blue Bloodhound LP, which is a company that is developing software and IT programming specific to the transportation industry. The company had developed a program that works for the transportation industry. They are taking this program nationally. They searched out a number of sites. The final competitor's sites were Roanoke Virginia; Salisbury in Rowan County, who operates their own telecommunications system; Hickory, and other areas around Charlotte. The company is a division of the Green Group out of Davidson, North Carolina, who have operated successfully for about 25 years and garner a number of accolades as being a phenomenal employer out of that area. They feel confident that the company is able and willing to do some great things here. They have committed to create 191 jobs over the next three years by December 31, 2017. The State documents, which is not a part of this, will create 254 jobs over the next five years in the location of the Moretz Mills facility. They will occupy the remaining space that has not been up fit at the facility. They will spend approximately \$400,000 in investment for software and IT equipment in that facility. They will be increasing those expenditures overtime. It is recognized by the State as making a substantial contribution to the economy of Catawba County and the City of Hickory. However, that investment didn't allow for a traditional incentive. They have developed a program that will benefit the company by creating those jobs and in particular creating 21 additional very high wage jobs, actually \$75,000 per year plus. The incentive that has been developed will be focusing on the creation of those jobs, and the creation of those high salary jobs. They worked with them and developed a proposal that would end at \$800 dollars per new job created that is paid on a one-time basis. It matches the County's incentive that will be proposed to the County later today. The amount in combination with the County's incentive will be matching the State participation in the project, which is required by the State. He asked for questions specific to the project or the improvements at Moretz Mill.

Alderman Lail confirmed that the payment of the grant is based upon the jobs that are actually occurring, it is not a prepayment in anticipation of jobs. If they end up with 180 jobs that is the amount that they will be compensated for. If they end up with 250, we still only pay for 191 jobs.

Mr. Millar confirmed that was correct. There is a maximum and there is a minimum. If they don't create more than 90 percent of the jobs then they will fall into default and will have to pay the incentive back.

Alderman Lail commented that this is a great project. He commended Mr. Millar for a job well done.

Mr. Millar commented that he had heard nothing but positive comments. He had talked with Catawba Transportation, Transportation Insight and others. While there is some concern about the overall ability for labor they are certainly supportive of the project and think that it is a good thing for the City of Hickory. He commented that it is just like in Charlotte. Labor is not easy to get in Charlotte despite the fact that they are growing like crazy. We are trying to keep that snowball rolling and help Hickory grow. People will come to Hickory and that will help us grow more.

Alderman Zagaroli asked if they would be getting people from the Hickory/Conover area.

Mr. Millar advised that the added incentive that had been discussed, the \$75,000 plus incentive, would be specific to the company hiring those jobs from within the City of Hickory. If the company proves that up to 21 of those high wage jobs come from the City of Hickory itself then the City's incentive of the additional \$800 would come into play.

Mayor Wright advised that historically these meetings have been done in public hearings and normally no one speaks either for or against. He commented that In the interest of never moving backward on our openness, he wanted to have an open meeting. Mayor Wright asked if there was anyone present who wanted to speak regarding the proposal. No one appeared.

June 25, 2015

Mr. Berry advised Council that there were two documents for Council's consideration. The Resolution which stated the City's desire to enter into the agreement and an authorizing the Mayor to execute relative documents. The second document was the actual agreement.

Alderman Lail moved, seconded by Alderman Seaver approval of the Resolution Authorizing Entering into the Agreement. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Lail seconded by Alderman Seaver and the motion carried unanimously. Mayor Wright advised of Council members present, being Alderman Lail, Alderman Meisner, Alderman Seaver, and Alderman Zagaroli.

Alderman Seaver moved, seconded by Alderman Meisner approval of the Agreement. The motion carried unanimously.

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

Mr. Berry advised Council that Staff had planned on doing a second reading on the Agreement at their July 14th meeting. That was reasoning in scheduling that special meeting.

Mayor Wright commented that the Governor had already announced it and he didn't feel that City Council would turn their back on 191 jobs. He advised that if it would help Mr. Moretz then he suggested Council do a second reading to get it approved.

Alderman Lail moved, seconded by Alderman Zagaroli approval on second reading of the Resolution and Agreement. The motion carried unanimously.

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

Resolution No. 2015-19

Resolution Authorizing Economic Development Incentives for Blue Bloodhound, LP

WHEREAS, Blue Bloodhound, LP, (herein referred to as "the Company") requested incentives to cause a minimum investment of \$400,000 including the up-fit and equipping of a facility at 74 8th Street, SE in Hickory by December 31, 2017, which must be maintained for a minimum of three years after the final incentive payment, and the creation and maintenance of a minimum of 191 new jobs by December 31, 2017, with a requirement to not hire anyone without a minimum of a high school diploma for anyone 25 years of age or below, and that the average wage of these jobs will meet or exceed 100% of the Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce's Wage Standards.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hickory, North Carolina, as follows:

The City Council approves a performance based grant based on the minimum investment and maintenance of \$400,000 and 191 new jobs providing a one-time payment of \$800 for each of the jobs created commencing with the jobs created beginning June 25, 2015. City will provide an additional one-time payment of \$800 for up to 21 high-wage positions created at the Hickory facility that can be documented to meet or exceed the following criteria:

- Yearly earnings (all cash payments, bonus payments, and commissions, not to include non-cash benefits) in excess of \$75,000 per year, and
- Proof of residency within the City of Hickory.

In no event will the cumulative payments by City exceed One Hundred Sixty Nine Thousand, Six Hundred Dollars (\$169,600). This grant will be used to reimburse the Companies' expenditures as eligible under North Carolina General Statute 158-7.1. The City Council also directs the City to execute a contract and any necessary resolutions or addenda between the Company and the City under these terms and conditions and authorizes the Mayor to execute these documents.

III. Adjournment

There being no further business, the meeting adjourned at 8:50 a.m.

Mayor

City Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Planning & Development Services Department
Contact Person: Cal Overby, Principal Planner
Date: June 18, 2015
Re: Call for Public Hearing – Voluntary Contiguous Annexation Burgin – Hickory Properties, LLC

REQUEST

Call for Public Hearing, to be held on August 4, 2015 for the consideration of the voluntary contiguous annexation of 2.001 acres (87,163.56 ft²) of property located at 2191 13th Avenue Drive SE.

BACKGROUND

Burgin – Hickory Properties, LLC has submitted a petition for the voluntary contiguous annexation of 2.001 acres of property located at 2191 13th Avenue Drive SE. The annexation area consists of a commercial development site, which is the proposed future location of a Sheetz retail facility.

ANALYSIS

The submitted petition is a request for consideration of the voluntary contiguous annexation of 2.001 acres of commercial property located at 2191 13th Avenue Drive SE.

The owners of the property are seeking annexation in order to obtain utility services (water & sewer) for a commercial development site. The subject property is planned to be developed as the location of a ~6,900 ft² Sheetz retail facility. The subject property is currently located within the City's extra-territorial jurisdictional area (ETJ), and is zoned Regional Commercial (C-3).

The current tax value of the vacant land is \$588,364.00. If annexed with its present value, the property would generate approximately \$3,333.00 in additional tax revenues. This estimate will increase as a result of the proposed development project. The developers of the property have projected construction costs to be approximately \$4,000,000.00.

Upon analysis, staff has determined the petition meets the statutory requirements for voluntary contiguous annexation, and adequate public services are available.

RECOMMENDATION

Staff finds the petition to be in conformity with applicable statutes, and recommends authorization of a public hearing to be held on August 4, 2015.

BUDGET ANALYSIS:

Budgetary Action

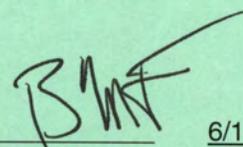
Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier  6/18/2015
Initiating Department Head Date

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

Melissa Miller 7-8-15
Finance Officer, Melissa Miller Date

Amity M. Dula 7-7-15
Deputy City Attorney, A. Dula Date

A. Surratt 7-9-15
Asst. City Manager, A. Surratt Date

Bo Weichel 7-8-15
Purchasing Manager, Bo Weichel 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

**CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION**

DATE SUBMITTED: 6-16-15

TO THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I (We), the undersigned, do hereby respectfully make application and petition for voluntary annexation into the municipal limits of the City of Hickory, and have provided an annexation plat meeting the requirements of the City of Hickory

1. The property be voluntarily annexed is located ~~on~~ in the Northwest quadrant of the intersection of the R/W for ~~between~~ McDonald Parkway, S.E. and 13th Avenue Drive, S.E. and is shown in more detail on the attached survey.

PIN NO. (S): Portion of 3712 2080 2156

Physical (Street) Address: unknown (2191 13th A. D. SE)

2. The property is owned by: (please print) Burgin-Hickory Properties, LLC
(Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.) Deed Book 2068, Page 1446

Owner Information:

Name: Burgin-Hickory Properties, LLC

Address: P.O. Box 2610, Hickory, NC 28603

Phone Number: 828-381-5820

3. The petition is submitted by: Burgin-Hickory Properties, LLC
(If the Petition is submitted by someone other than the owner, the attached agent authorization must be signed, notarized and submitted from the owner(s) authorizing the agent to act on his behalf.)

Agent Information: N/A

Name: _____

Address: _____

Phone Number: _____

4. If annexation is approved by the Hickory City Council, and if the property(s) is not currently zoned by the City of Hickory, the applicant would request that the property be placed into a _____ zoning district.

5. APPLICANT'S AFFIDAVIT

We, the undersigned Applicant, hereby certify that the information contained herein and submitted in support of this application is true and correct and the property owner's list and associated envelopes were obtained using the most recent Tax Office property information and are true, correct and complete.

Burgin-Hickory Properties, LLC
Printed Name of Applicant

[Signature]
Signature of Applicant

P.O. Box 2610, Hickory, NC 28603
Address of Applicant

828-381-5820
Telephone Number of Applicant

(Please choose the appropriate notary block)

State of North Carolina – County of _____

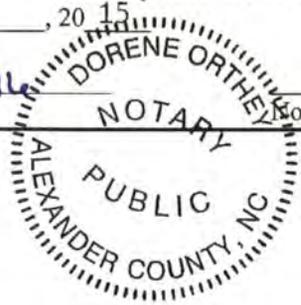
I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public

State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Howard L. Pruitt, Alexander personally came before me this day and acknowledged the he / ~~she~~ is the Managing Member of Burgin-Hickory Properties, LLC ~~corporation~~ / ~~general partnership~~ / ~~limited partnership~~ (strike through the inapplicable), limited liability corporation / ~~general partnership~~ / ~~limited partnership~~ and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in its mane on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 15 day of June, 20 15.

My Commission Expires: 9-5-2016
Notary Public Dorene Orthey



CONTIGUOUS ANNEXATION
BY THE CITY OF HICKORY
KNOWN AS:
BURGIN – HICKORY PROPERTIES, LLC

That certain parcel or tract of land lying and being about 3.2 miles east southeast of the center of the City of Hickory. Bounded on the north by the south right-of-way line of Interstate 40 exit ramp and existing City of Hickory city limits line as shown in Plat Book 40 at Page 84, on the east by the west right-of-way line of McDonald Parkway and existing City of Hickory city limits line as shown in Plat Book 51 at Page 11, on the south by the north right-of-way line of 13th Avenue Drive SE and existing City of Hickory city limits line as shown in Plat Book 72 at Page 101, and on the west by other lands of Burgin – Hickory Properties, LLC as shown in Plat Book 74 at Page 196 and more particularly described as follows to/wit:

Beginning at a R/W disk in the south right-of-way line of Interstate 40 exit ramp and in the existing City of Hickory city limits line as shown in P.B. 40 at Pg. 84, said R/W disk having North Carolina Grid Coordinates of N 720,122.177, E 1,328,377.771 (NAD 83) and running thence, as the west right-of-way line of McDonald Parkway and existing City of Hickory city limits line as shown in P.B. 51 at Pg. 11, the following calls: South 04 degrees 55 minutes 19 seconds East 197.51 feet to a R/W disk in said city limits line, thence South 12 degrees 09 minutes 45 seconds West 186.18 feet to a R/W disk in the north right-of-way line of 13th Avenue Drive SE and existing City of Hickory city limits line as shown in P.B. 72 at Pg.101; thence, as said city limits line, North 64 degrees 26 minutes 07 seconds West 307.50 feet to a 0.04' rebar in said city limits line; thence, a new City of Hickory city limits line, North 25 degrees 33 minutes 53 seconds East 337.60 feet to a 0.04' rebar in the south right-of-way line of Interstate 40 exit ramp and existing City of Hickory city limits line as shown in P.B. 40 at Pg. 84; thence, as said city limits line, South 69 degrees 12 minutes 36 seconds East 164.71 feet to the beginning. Containing 2.001 acres more or less.

VOLUNTARY CONTIGUOUS ANALYSIS

APPLICANT: Burgin – Hickory Properties, LLC

AGENT: Howard Pruitt

PROPERTY LOCATION (See Map 1): 2191 13th Avenue Drive SE

PIN NUMBER: A portion of 3712-20-80-2156

WARD: If annexed, the subject property will be located in Ward 3 (Councilman Seaver).

REQUESTED ACTION: The request is for a voluntary contiguous annexation. The annexation is being requested to obtain connections to the City’s water and sewer system.

ACREAGE: 2.001 acres (87,163.56 ft²)

DEVELOPMENT POTENTIAL: The subject property is currently located in the City’s extra-territorial jurisdictional area (ETJ), and zoned Regional Commercial (C-3). Properties located within Regional Commercial (C-3) districts can be developed for a variety of commercial and office uses, as well as for multi-family residential. Non-residential development is permitted at a floor area ratio (FAR) of 0.85, which could theoretically equate into 74,089 ft² of commercial building space. Multi-family residential is permitted at a rate of 30 units per acre, which could theoretically equate into 60 dwelling units. The property is proposed to be developed for the location of a ~6,900 ft² retail facility (Sheetz convenience store).

TAX VALUE: The current tax value of the vacant land is \$588,364.00. If annexed with its present value, the property would generate approximately \$3,333.00 in additional tax revenues. This estimate will increase as a result of the proposed development project. The developers of the property have projected construction costs to be approximately \$4,000,000.00.

POPULATION INCREASES: As previously outlined, the property is proposed to be developed for commercial purposes, and as such, the annexation would not directly increase the City’s population. While neither the owner nor the developer of the property intends to construct housing units, it should be duly noted the existing zoning does permit for the construction of multi-family dwellings. Should plans change and multi-family dwellings be constructed on the property, the City’s population could potentially increase by 144 residents (60 potential dwelling units X 2.41 average household size).

SCHOOL DISTRICTS: The property is located within the jurisdictional area of the Catawba County Public School System, and located in the following school districts:

School Type	School District	Student Multiplier Per Dwelling	Number of Potential Dwelling Units	Potential Additional Students
Elementary	Blackburn	0.08	60	4.8
Middle	Jacobs Fork	0.03	60	1.8
High	Fred T. Foard	0.05	60	3

**Note: The student multipliers above reflect numbers for multi-family dwellings only.*

SURROUNDING LAND USE AND ZONING (See Maps 2 & 3):

- **North:** The properties across Interstate are zoned Industrial (IND), and are occupied by a quarry (Martin-Marietta) and a manufacturing operation (Corning);
- **South:** The property is zoned Regional Commercial (C-3), and is occupied by a shopping center (Valley Corners);
- **East:** The property across McDonald Parkway SE is zoned Regional Commercial (C-3), and is vacant; and
- **West:** The property is zoned Regional Commercial (C-3), and is vacant.

UTILITY SERVICE: Water and sewer are available to serve the property. The Developer shall be responsible for all cost associated with the design, permitting, and construction of the utility system. This shall include construction of lines to and across the property as approved by the Public Utilities Department on the NCDENR Permit applications for Collection and Distribution system extensions. The developer must pay for connections to the system at the then current rates and fees approved by City Council. After construction, NCDENR permitted Collection and Distribution lines are to be dedicated to the City for inclusion to the City's Public Utilities System.

ACCESS: Access to the subject property is available, and planned to be from 13th Avenue Drive SE.

DISTANCE FROM CITY LIMITS (See Map 1): The proposed annexation area is immediately adjacent to the City's existing corporate boundary on its northern, southern and eastern boundaries.

STAFF COMMENTS:

- **Fire Department:** Annexation of this property would not adversely affect the operations of the fire department. Property is currently in Engine 5 fire district and will remain.
 - Additional Comments:
 - Fire hydrants shall be provided and distributed in accordance to Chapter 11 of the Hickory City Code and the NC Fire Code. See Section 8.11.5 of the Land Development Code for minimum requirements.
 - Construction and use of the building shall comply with the NC Fire and Building Code.
 - As the area is developed, access to the building and fire hydrants shall be provided in accordance to the NC Fire Code and Chapter 11 of the Hickory City Code.
- **Police Department:** Police protection is adequate. The property will be located within the patrol area of Charles PACT.
- **Engineering:** No objections.
- **Planning:** No objections.
- **Public Services:** No objections.

- Public Utilities: Water and sewer are available to serve the property. The Developer shall be responsible for all cost associated with the design, permitting, and construction of the utility system. This shall include construction of lines to and across the property as approved by the Public Utilities Department on the NCDENR Permit applications for Collection and Distribution system extensions. The developer must pay for connections to the system at the then current rates and fees approved by City Council. After construction, NCDENR permitted Collection and Distribution lines are to be dedicated to the City for inclusion to the City's Public Utilities System.
- Legal: The property owner / developer must comply with all stipulations and requirements imposed by other departments.
- City Manager's Office: No objections.

STAFF RECOMMENDATION: Upon evaluation staff has found the following:

1. The voluntary annexation petition complies with all applicable statutes regarding the voluntary annexation of contiguous properties;
2. Adequate public services are available in sufficient quantities to properly serve the subject property; and
3. The annexation of the property will not cause available public services to fall below acceptable levels.

Based upon the findings provided above, staff recommends City Council approve the voluntary contiguous annexation petition.

**RESOLUTION NO. 15-17
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED
UNDER G.S. 160A-31 AND/OR 160A-58.1, AS AMENDED**

WHEREAS, a petition from Burgin-Hickory Properties, LLC requesting annexation of an area described in a petition was received on June 16, 2015 by the City Council of the City of Hickory; and

WHEREAS, G.S. 160A-31 and G.S. 160A-58.1 provide that the sufficiency of the petition shall be investigated by the Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Hickory deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HICKORY:

THAT, the Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the City Council the result of her investigation.

CERTIFICATE OF SUFFICIENCY

TO THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I, Debbie D. Miller, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31 and/or G.S. 160A-58.1, as amended:

2191 13th Avenue Drive SE, Hickory, NC, containing 2.001 acres more or less

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 19th day of June, 2015.



Debbie D. Miller

Debbie D. Miller, City Clerk

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION,
PURSUANT TO G.S. 160A-31 OR G.S. 160A-58.1, AS AMENDED**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council of the City of Hickory has, by Resolution, directed the clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the Clerk as to the sufficiency of said petition has been made.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HICKORY:

Section 1: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on August 4, 2015, in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 2: The area proposed for annexation is described as follows:

Property of Burgin-Hickory Properties, LLC located at 2191 13th Avenue Drive SE, Hickory, NC containing 2.001 acres more or less.

Section 3: Notice of said public hearing shall be published in *The Hickory Daily Record*, a newspaper having general circulation in the City of Hickory, at least ten (10) days prior to the date of said public hearing.

Rudy Wright
Mayor

Mick Berry, City Manager

Approved As To Form:

Deputy City Attorney for the City of Hickory

RESOLUTION NO. 15-18

A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OWNED BY BURGIN – HICKORY PROPERTIES LLC AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, Burgin-Hickory Properties LLC is the owner of certain real property as described herein, which property is located at 2191 13th Avenue Drive SE, Hickory, NC, containing 2.001 acres more or less; and

WHEREAS, such property is immediately adjacent to the existing corporate limits of the City of Hickory; and

WHEREAS, it is in the best interest of the health, safety and well being of the residents of the City of Hickory to annex such property into the corporate limits of the City of Hickory as authorized by N.C.G.S. Section 160A-31; and

NOW, THEREFORE BE IT RESOLVED by the Hickory City Council, sitting in open session this 14th day of July, 2015, at a regularly scheduled meeting of the governing body of said Council, duly called and posted in accordance with the statutes of the State of North Carolina, as follows:

Section 1: That the Hickory City Council does determine that it is in the best interest of the health, safety and well-being of the residents of the City of Hickory to annex the property described hereinafter into the corporate limits of the City of Hickory.

Section 2: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on August 4, 2015, in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 3: The same being that property reflected on a maps entitled Map 1, Existing City Boundary, Burgin-Hickory Properties, LLC – Voluntary Contiguous Annexation, subject property outlined in red, Map 2, Existing Land Use Burgin – Hickory Properties, LLC – Voluntary Contiguous Annexation, subject property outlined in red and Map 3, Existing Zoning Hickory Properties, LLC – Voluntary Contiguous Annexation, subject property outlined in red.

Section 4: Notice of said public hearing shall be published in *The Hickory News*, a newspaper having general circulation in the City of Hickory, at least ten (10) days prior to the date of said public hearing.

Done this 14th day of July, 2015

(SEAL)

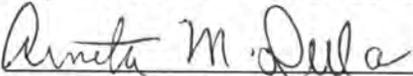
THE CITY OF HICKORY, A
North Carolina Municipal Corporation

Attest:

By: _____
Rudy Wright, Mayor

Debbie D. Miller, City Clerk

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



Arnita Dula, Deputy City Attorney

Burgin - Hickory Properties, LLC
Voluntary Contiguous Annexation
Map 1. Existing City Boundary

Annexation Area
Existing City Limits
ETJ

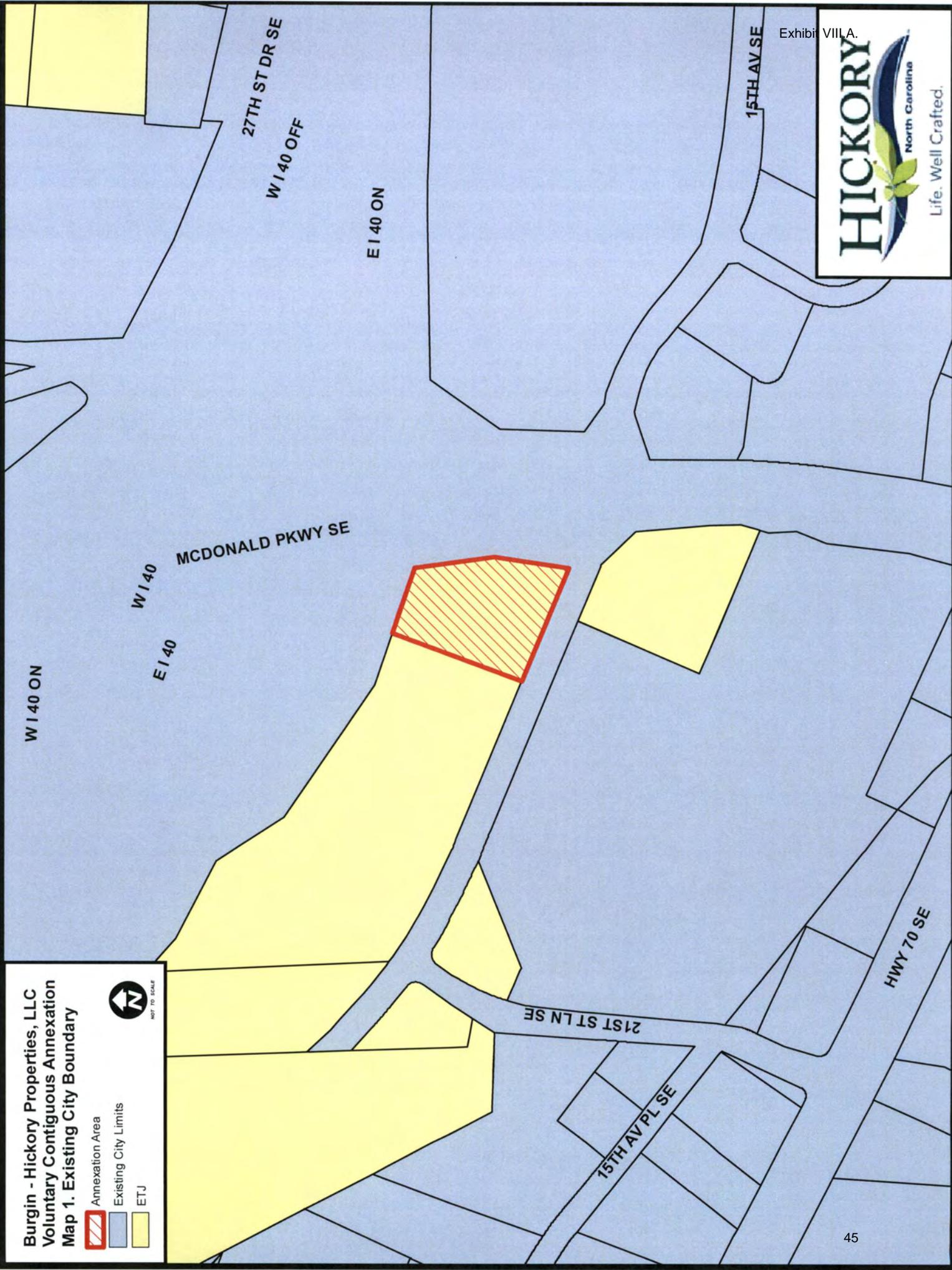


Exhibit VIII.A.



HICKORY
North Carolina
Life. Well Crafted.



Burgin - Hickory Properties, LLC
Voluntary Contiguous Annexation
Map 2. Existing Land Use



Valley Corners
Shopping Center

Corning

**Burgin - Hickory Properties, LLC
Voluntary Contiguous Annexation
Map 3. Existing Zoning**

-  Annexation Area
-  Regional Commercial (C-3)
-  Industrial (IND)



Note: Area shown in white is street right-of-way.

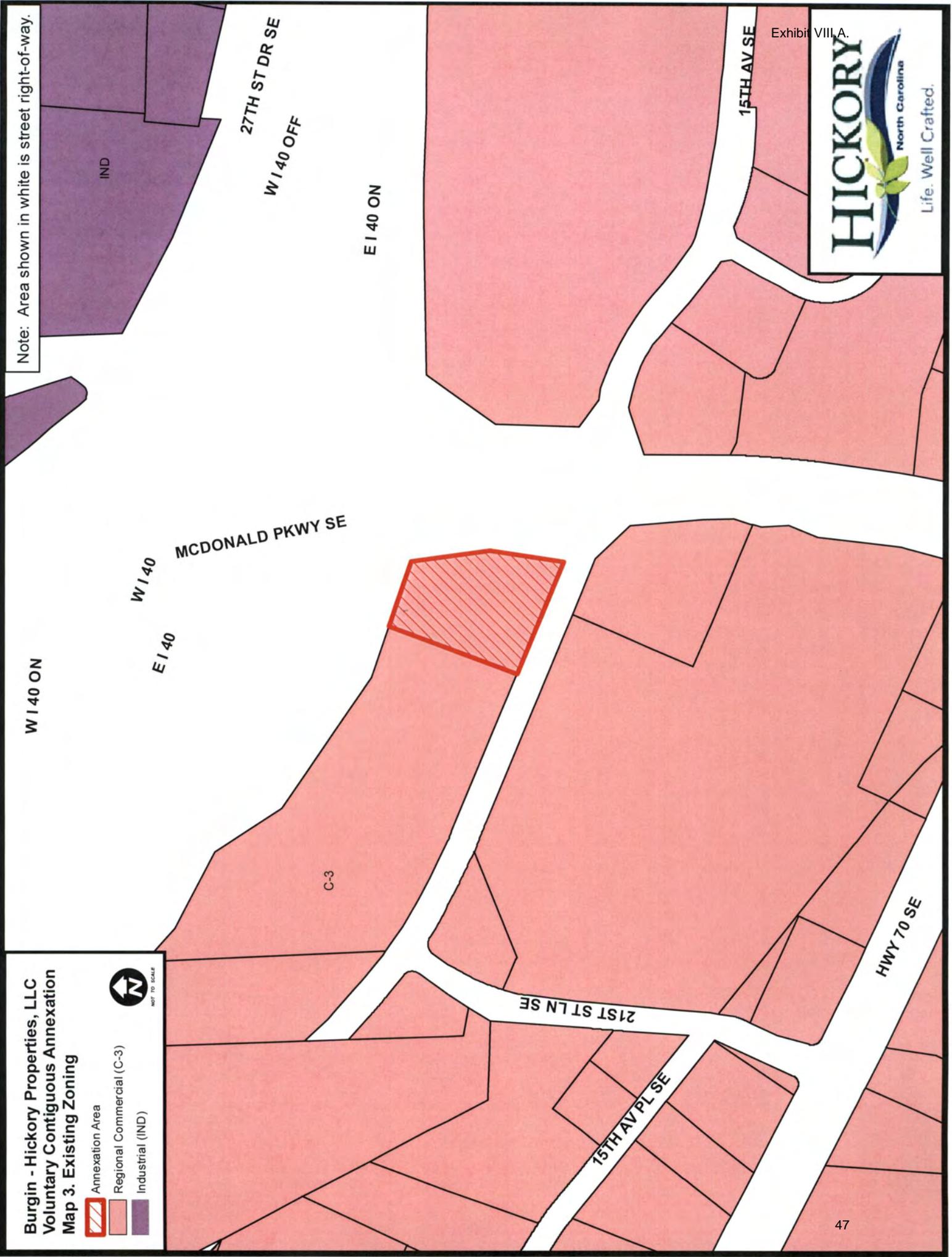


Exhibit VIII.A.



COUNCIL AGENDA MEMOS

To: City Manager's Office
From: David Leonetti, Community Development Manager
Contact Person: David Leonetti Community Development Manager
Date: June 25, 2015
Re: Call for Public Hearing to Consider Whisnant Hosiery Mills Local Historic Landmark Designation

REQUEST

Staff requests that City Council call for a public hearing to consider designation of the Whisnant Hosiery Mills as a local historic landmark.

BACKGROUND

The Whisnant Hosiery Mills complex located at 74 8th Street SE was built in 1929 with significant expansions in 1937 and 1966. The complex serves as a reminder of the pivotal role that the hosiery industry played in the development of the City of Hickory. The property is now known as Moretz Mill and has recently undergone an extensive rehabilitation. The owners of the property have requested that the property be designated as a local historic landmark. The property has been listed on the National Register of Historic Places since 2013. The designation would be for the entire Moretz Mill complex.

ANALYSIS

If the property is designated as a local landmark, all changes to the exterior of the building and site would need approval from the Hickory Historic Preservation Commission. Also, if designated, there would be a 50 percent deferral on all property taxes provided that property maintains its historic integrity. The property is currently assessed at \$2,518,300 by the Catawba County Tax Office. This figure does not factor in the project at full build out; therefore the assessed value is likely to be closer to \$10,000,000 with the amount of investment anticipated.

RECOMMENDATION

Staff recommends that City Council call for a public hearing to consider the designation of the Whisnant Hosiery Mills as a local historic landmark.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

There will be no expenditures required by this ordinance.

Reviewed by:

Brian M. Frazier

Initiating Department Head

Date

Amrita M. Dula

7-7-15

Deputy City Attorney, A. Dula

Date

Asst. City Manager Rodney Miller

7-7-15

Date

Asst. City Manager, A. Surratt

7-9-15

Date

Finance Officer, Melissa Miller

7-8-15

Date

Purchasing Manager, Bo Weichel

7-8-15

Date

Date

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

City Manager, M. Berry

Date

5

COUNCIL AGENDA MEMOS

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Captain Jeff Young / Police
Contact Person: Captain Jeff Young
Date: 06/24/2015
Re: Annual Taxicab Certificates of Convenience and Necessity

REQUEST: Hickory Police Department recommends approval of Certificates of Convenience and Necessity for five businesses to operate taxicabs and/or passenger vehicles for hire within the city.

BACKGROUND: Section 30-41 of Hickory City Code states that no person shall operate any taxicab or other passenger vehicle for hire in the city without first having obtained a certificate of public convenience and necessity from the city council authorizing such operation.

ANALYSIS: The five businesses listed on the attached memorandum have applied for and met the issuance standards and procedures set forth in Hickory City Code.

RECOMMENDATION: Hickory Police Department recommends the issuance of Certificates of Convenience and Necessity for the five businesses and vehicles listed on the attached memorandum for the fiscal year of 2015-2016.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Tom Adkins
Initiating Department Head

6/24/15
Date

Deputy City Attorney, A. Dula

7-7-15
Date

Asst. City Manager Rodney Miller

7-7-15
Date

Asst. City Manager, A. Surratt

7-9-15
Date

Finance Officer, Melissa Miller

9-8-15
Date

Purchasing Manager, Bo Weichel

7-8-15
Date

Date

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

City Manager, M. Berry

Date



HICKORY POLICE DEPARTMENT
Support Services Division
347 Second Avenue SW
Hickory, NC 28602
Phone: (828) 261-2604
Fax: (828) 328-6146

June 24, 2015

To: Chief Tom Adkins *TA*
From: Lt. Jeff Young *JY*
Re: Annual Renewal of Certificate of Convenience and Necessity

The following businesses are applying for the annual renewal of Certificates of Necessity for the operation of taxicabs and other vehicles for hire.

1. **Mile High Enterprises, LLC dba The Hickory Hop**
John Chamberlain, Sole Proprietor
3101 9th Avenue Drive NW
Hickory, NC 28601
 - The business has applied for a certificate for the use of five passenger vehicles for hire for the fiscal year of 2015-2016.

2. **Yellow Cab**
James Wilson Matlock, Sole Proprietor
117 1st Avenue SW
Hickory, NC 28602
 - The business has applied for a certificate for the use of thirteen taxicabs and one passenger vehicles for hire for the fiscal year of 2015-2016.

3. **Diamond Cab of Hickory**
James Wilson Matlock, Sole Proprietor
117 1st Avenue SW
Hickory, NC 28602
 - The business has applied for a certificate for the use of three taxicabs for the fiscal year of 2015-2016.

4. Hickory Limousine

Joseph Pollock, Owner
 3175 28th AV DR NE
 Hickory, NC 28601

- The business has applied for a certificate for the use of three passenger vehicles for hire for the fiscal year 2015-2016.

5. Platinum Limousine LLC

Jamie Roebuck, President
 Vickie Roebuck, VP
 1589 Airport – Rhodhiss Road
 Hickory, NC 28601

- The business has applied for a certificate for the use of three passenger vehicles for hire for the fiscal year 2015-2016.

Annually these companies are required to apply for the renewal of their Certificate of Convenience and Necessity. Upon review of the applications, I recommend the approval of certificates to be issued for the following businesses and for the following number of vehicles:

Company	Taxicabs	Passenger Vehicle for hire
Mile High Enterprises	0	5
Yellow Cab	13	1
Diamond Cab Company	3	0
Hickory Limousine	0	3
Platinum Limousine	0	3
Total	16	12

6
COUNCIL AGENDA MEMOS

Exhibit VIII.H.

To: City Manager's Office

From: Police, Captain Jeff Young

Contact: Captain Jeff Young

Date: 07/01/2015

Re: Approval to purchase CAD, RMS and Message Switch Server

REQUEST: Hickory Police Department requests approval to purchase a CAD, RMS and Message Switch Server for \$123,419.00

BACKGROUND: The CAD, RMS and Message switch server will allow Hickory Police Department to receive calls from citizens, dispatch those calls to officers, allow officers to write the necessary reports and submit the reports using the message switch. This purchase is a sole source as OSSI is the police department's current vendor of this product and switching vendors would be cost prohibitive.

ANALYSIS: The message switch server utilizes virtualization technology for increased reliability and uptime. The hardware and software that run on this system will enhance the dispatcher's ability to easily take call information from citizens, provide that information to officers, route officers to calls and access relevant stored data about the entire process. It provides a platform for statistical reporting of crime. It is the heart of HPD's entire public safety records keeping and dispatch system. This purchase will allow the police department to use less energy to power one server instead of three. Increased uptime and redundancy means that fewer resource hours will have to be spent repairing and the general users should not notice any disruption in the event of an outage. Better records keeping and more uptime means better service to our citizens and will provide the necessary information to the officers in the field. The server will need to be refreshed in approximately five years.

RECOMMENDATION: Hickory Police Department requests approval to purchase a CAD, RMS and Message Switch Server for \$123,419.00. Funds were approved in the FY2015-2016 CIP for the purchase of a message switch.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

010-5110-527-74-08

\$123,419.00

Reviewed by:

Tom Adkins
Initiating Department Head

07/02/2015
Date

Anita M. Dula
Deputy City Attorney, A. Dula

7-7-15
Date

Kelly M. D...
Asst. City Manager,

7-9-15
Date

A. Surratt
Asst. City Manager, A. Surratt

7-9-15
Date

Melissa Miller
Finance Officer, Melissa Miller

7-10-15
Date

Bo Weichel
Purchasing Manager, Bo Weichel

7-9-15
Date

Date

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

Mr. Berry
City Manager, Mr. Berry

Date

SunGard Public Sector Inc.
 4000 OSSI Ct - High Point, NC - 27265
 Phone: 336.885.0911 - Fax: 336.885.5329 - Email: Amy.Shultz@sungardps.com

SUNGARD[®] PUBLIC SECTOR

Add-on Hardware Quote

Date	Quote #	Acct Mgr
06/17/15	JCISQ1831-01	Amy Shultz

Quote Prepared For:

Hickory, NC
 Charles Sexton
 347 2nd Ave. SW
 Hickory, NC 28601
 Phone: (828) 261-2641
 Fax: 828-328-6146

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
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Stratus Virtualized ftServer

1	HWR-STRA-VMFT	Fault Tolerant Virtualized Server w/SAN	\$74,835.58	\$74,836.00	\$0.00
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- Stratus ftServer 4710*
- 1-way DMR Intel® 10-Core Xeon™ 2.5GHz CPU
 - Redundant Power Supplies
 - 64 GB Redundant Memory
 - (2) 300GB 15K RPM SAS Disk Drive (Mirrored OS)
 - (2) 8 Gb/S Fibre Channel Host Bus Adapter
 - (2) ftServer Dual-Port 10/100/1000 Embedded Ethernet ports
 - (2) ftServer Dual-Port 10/100/1000 Base-T Ethernet PCI Adapter
 - PCI-E Riser Kit
- ftScalable Storage G2 Array
- (1) ftScalable Storage G2 Expansion Shelf
 - (5) 146GB 15K RPM SAS Disk Drive
 - (4) 400GB SSD
 - (8) 1.2TB 10K RPM SAS Disk Drive
 - (4) ftServer Power Cable 120 VAC / 15A Plug Type NEMA 5-15 4.5 meter

* This server is configured to connect to the proposed ftScalable environment.

1	HWR-STRA-MTC-VMFT	Stratus Total Assurance Support:	\$16,472.00	\$16,472.00	\$16,472.00
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- ftServer 4710
- 400GB SSD Drives
- ftScalable storage Fibre Channel
- Vmware vSphere 5 Essentials Kit for 3 hosts
- Virtual Machine Root Cause Supplemental Service

The Total Assurance service level includes 24x7 Support of both hardware components and all system software. This is a 1 Year support agreement that is renewed annually.

- Includes support agreements for the following:
- ftServer 4710 Server
 - VMware Essentials Kit for 3 hosts
 - 400GB 2.5 inch SAS Solid State Drive
 - ftScalable storage Fibre Channel
 - Virtual Machine Root Cause (vmRC) Support

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	THP-VMWARE-ESSPLSIN C	VMware vSphere 5 Essentials Kit (Stratus) VMware vSphere Essentials Kit for 3 hosts (Max 2 processors per host)	\$0.00	\$0.00	\$0.00
1	THP-MS-WINSVRDCNTR	Windows Server 2012R2 Datacenter Edition Microsoft Windows Server 2012R2 Datacenter edition license for two processors. This version entitles the customer to deploy single operating system in a physical environment or an unlimited number of VMs on up to two processors.	\$4,639.86	\$4,640.00	\$0.00
2	THP-MS-SQLSTD-2COR	Microsoft SQL Server 2014 Standard Edition Core License Pack Microsoft SQL Server 2014 Standard Edition Core license pack for 2 CPU-Cores. A minimum purchase of four core licenses is required and allows for unlimited SQL connections. Physical servers will need licenses equivalent to the number of cores on all Processors. Virtual implementations will need licenses equivalent to the number of cores allocated to the SQL VM. Currently, only SQL 2008 and 2012 are supported with the SunGard Applications. The SQL 2014 license provides downgrade rights and 2008 or 2012 will be the version installed for the project.	\$2,726.09	\$5,452.00	\$0.00
1	THP-STRA-JSTRT-VMFT	Implementation Services for Stratus ftServer ftServer JumpStart Installation and Rack Mounting for the Stratus ftServer and ftScalable Array	\$6,494.00	\$6,494.00	\$0.00
			SubTotal:	\$107,894.00	
Third Party Hardware, Software and Services					
1	HWR-DIGI-TS4	Digi PortServer TS4 with cables The Digi PortServer TS4 is used to convert the ANI/ALI serial connection to Ethernet. This allows the virtualization of the Services Workstation/Utility Server and maintain ANI/ALI functionality. Comes with one Digi Network Cable Kit.	\$429.01	\$429.00	\$0.00
1	HWR-DIGI-CBLS	Digi Network Cable Kit Digi TS Cable Adapter Evaluation Kit* - (1) DB9 Female Crossover - (1) DB25 Male Crossover - (1) DB25 Female Crossover - (1) DB25 Male Straight through - (1) DB9 M Straight through - (1) DB25 Male printer adapter * 1 kit is required for each serial connection.	\$35.56	\$36.00	\$0.00
			SubTotal:	\$465.00	
SunGard Professional Services					
2	TCH-INSTALL-VM	Implementation Services for Virtualization Software SunGard's VMware Implementation Services include: - Server Hardware Configuration and initialization - Installation and configuration of VMware Host software - Installation and configuration of Windows Server Guest software - Hardware Ownership Transfer All Application Servers referenced in this Agreement shall be shipped to SunGard's offices. SunGard will install and configure all software on the Servers per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.	\$3,200.00	\$6,400.00	\$0.00

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	TCH-MGRTN-CAD	CAD Migration Services The SunGard Migration Services include migration of the ONESolution CAD application to a new host server while at the customer's site. This Agreement is based on the assumption that a Windows 2003 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation. All implementation services are billed on a daily basis. If SunGard provides less than a day of service, it will be billed at the full daily rate. Services do not include Travel and Living.	\$1,600.00	\$1,600.00	\$0.00
1	TCH-MGRTN-RMS	RMS Migration Services The SunGard Migration Services include migration of the ONESolution RMS application to a new host server while at the customer's site. This Agreement is based on the assumption that a Windows 2003 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation. All implementation services are billed on a daily basis. If SunGard provides less than a day of service, it will be billed at the full daily rate. Services do not include Travel and Living.	\$1,600.00	\$1,600.00	\$0.00
1	TCH-MGRTN-MSG	Message Switch Migration Services The SunGard Migration Services include migration of the ONESolution Message Switch application to a new host server while at the customer's site. This Agreement is based on the assumption that a Windows 2003 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation. All implementation services are billed on a daily basis. If SunGard provides less than a day of service, it will be billed at the full daily rate. Services do not include Travel and Living.	\$1,600.00	\$1,600.00	\$0.00
1	TCH-PMO-SERV	Technical Project Management Services Technical Project Management Services to provide project coordination between the Customer's point of contact and the assigned SunGard Public Sector implementation/migration team.	\$3,360.00	\$3,360.00	\$0.00
SubTotal:				\$14,560.00	
Shipping:				\$500.00	
Total:				\$123,419.00	\$16,472.00

This quote is valid until 09/17/15

To accept this quote, please fax a signed copy of the quote to Amy Shultz at 407-304-4226.

Please call me at 336-885-0911 if I can be of further assistance or if you have any questions.

Thank you,
Amy Shultz
Customer Account Executive

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

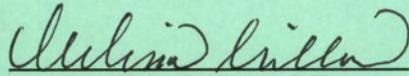
By: _____
Mick W. Berry, City Manager

Attest:

(SEAL)

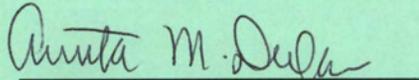
Debbie Miller, City Clerk

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



Melissa Miller, Finance Officer

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



Arnita Dula, Staff Attorney

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF HICKORY,
NORTH CAROLINA**

The following resolution was offered by _____ and seconded by _____ and upon being put to a vote was carried _____ on the 14th day of July, 2015:

THAT WHEREAS, it is recognized that the proper movement of travel within and through the Hickory urbanized area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

WHEREAS, there are a number of governmental jurisdictions within the Hickory urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Hickory urbanized area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a revised Memorandum of Understanding between the Town of Brookford, Town of Cahaj's Mountain, Town of Catawba, Village of Cedar Rock, City of Claremont, City of Conover, Town of Connelly Springs, Town of Drexel, Town of Gamewell, Town of Glen Alpine, Town of Granite Falls, City of Hickory, Town of Hildebran, Town of Hudson, City of Lenoir, Town of Long View, Town of Maiden, City of Morganton, City of Newton, Town of Rhodhiss, Town of Rutherford College, Town of Sawmills, Town of Taylorsville, Town of Valdese, Alexander County, Burke County, Caldwell County, Catawba County and the North Carolina Department of Transportation has been prepared that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

That the Memorandum of Understanding between the Town of Brookford, Town of Cahaj's Mountain, Town of Catawba, Village of Cedar Rock, City of Claremont, City of Conover, Town of Connelly Springs, Town of Drexel, Town of Gamewell, Town of Glen Alpine, Town of Granite Falls, City of Hickory, Town of Hildebran, Town of Hudson, City of Lenoir, Town of Long View, Town of Maiden, City of Morganton, City of Newton, Town of Rhodhiss, Town of Rutherford College, Town of Sawmills, Town of Taylorsville, Town of Valdese, Alexander County, Burke County, Caldwell County, Catawba County and the North Carolina Department of Transportation, be approved and that the Mayor and City Clerk are hereby directed to execute the Memorandum of Understanding.

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the above is true and correct copy of excerpts from the minutes of the CITY COUNCIL of said CITY OF HICKORY.

WITNESS my hand and the official seal of the [municipality] this the 14th day of July, 2015.

ATTEST

City Clerk (SEAL)

MUNICIPAL STATEMENT OF ADOPTION OF THE AMENDED MEMORANDUM OF UNDERSTANDING REGARDING THE GREATER HICKORY METROPOLITAN ORGANIZATION FOR ALEXANDER, BURKE, CALDWELL AND CATAWBA COUNTIES

The Amended Memorandum of Understanding dated May 27, 2015 for cooperative, comprehensive, and continuing transportation planning and the establishment of a Metropolitan Planning Organization for the Counties of Alexander, Burke, Caldwell and Catawba Counties and the participating municipality of Hickory is hereby adopted by the City of Hickory this ____ day of _____, 2015.

Mayor, City of Hickory

Clerk to the Board

Seal



Western Piedmont Council of Governments

1880 Second Avenue NW, Hickory, NC 28601
PO Box 9026, Hickory, NC 28603
828.322.9191 • Fax: 828.322.5991 • www.wpcog.org

Over 45 Years of Regional Leadership

MEMORANDUM

To: Clerks of MPO Member Municipalities
From: Kelly Larkins, Transportation Planner
Subject: Greater Hickory MPO Amended Memorandum of Understanding
Date: July 1, 2015
Cc: John Marshall, WPCOG Planning Director

On May 27th of this year, the Greater Hickory MPO Technical Advisory Committee voted unanimously to approve the amended MPO Memorandum of Understanding (MOU). Several changes were made to the MOU with the most important involving the MPO officially accepting the Unifour RPO into the MPO’s planning boundary (all four counties). Due to the significance of this action, the MPO member municipalities must approve the amended MOU by resolution.

Enclosed with this memorandum is a copy of the amended MOU (with changes highlighted in yellow) and a copy of your signature page to be signed and returned to the Western Piedmont COG by Monday August 31st.

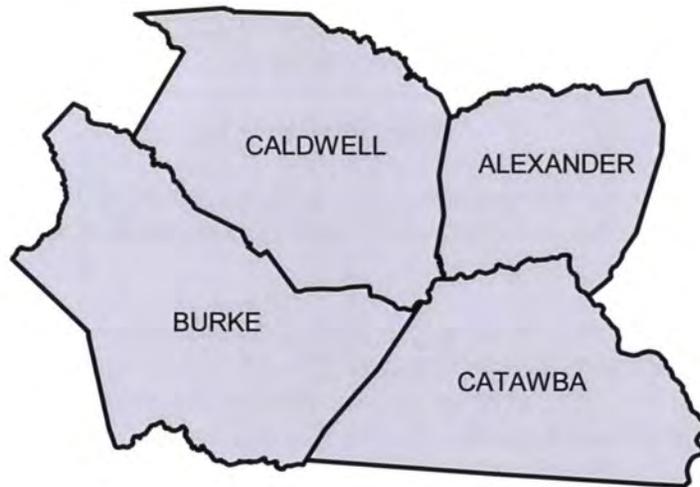
Contact me if you have any questions.

Kelly Larkins
(828) 485-4231
kelly.larkins@wpcog.org

Robert L. Smyre, Chairman • George B. Holleman, Vice-Chairman • Larry G. Yoder, Secretary • Mary Bess Lawing, Treasurer • John F. “Chip” Black, Past Chair
At-Large Members: Wayne F. Abele, Sr., Kitty W. Barnes, Bob Floyd, Jr., Barbara C. Pennell
Anthony W. Starr, Executive Director

Alexander County • Taylorsville • **Burke County** • Connelly Springs • Drexel • Glen Alpine • Hildebran • Morganton • Rutherford College • Valdese • **Caldwell County** • Cahah’s Mountain
Cedar Rock • Gamewell • Granite Falls • Hudson • Lenoir • Rhodhiss • Sawmills • **Catawba County** • Brookford • Catawba • Claremont • Conover • Hickory • Long View • Maiden • Newton

Greater Hickory Metropolitan Planning Organization



Memorandum of Understanding

February, 2003
Amended March 2009
Amended September 2013
Amended May 2015

AMENDED MEMORANDUM OF UNDERSTANDING
FOR
COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING
AMONG

THE COUNTY OF ALEXANDER, TOWN OF BROOKFORD, COUNTY OF BURKE, TOWN OF CAJAH'S MOUNTAIN, TOWN OF TAYLORSVILLE, COUNTY OF CALDWELL, COUNTY OF CATAWBA, TOWN OF CATAWBA, VILLAGE OF CEDAR ROCK, CITY OF CLAREMONT, TOWN OF CONNELLY SPRINGS, CITY OF CONOVER, TOWN OF DREXEL, TOWN OF GAMEWELL, TOWN OF GLEN ALPINE, TOWN OF GRANITE FALLS, CITY OF HICKORY, TOWN OF HILDEBRAN, TOWN OF HUDSON, CITY OF LENOIR, TOWN OF LONG VIEW, TOWN OF MAIDEN, CITY OF MORGANTON, CITY OF NEWTON, TOWN OF RHODISS, TOWN OF RUTHERFORD COLLEGE, TOWN OF SAWMILLS AND TOWN OF VALDESE, THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH THAT:

THAT WHEREAS, the above parties entered into a Memorandum of Understanding for Cooperative, Comprehensive, and Continuing Transportation Planning, last amended in September 2013, regarding the Greater Hickory MPO;

Whereas, each MPO is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C., Section 134, any subsequent amendments to that statute, and any implementing regulations; and a Comprehensive Transportation Plan as per Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina; and

WHEREAS, the transportation plan, once adopted shall serve as the basis for future transportation improvements within the MPO; and

WHEREAS, it is the desire of these parties that all prior Memoranda of Understanding between the parties be superseded and replaced by this Memorandum of Understanding.

NOW THEREFORE BE IT RESOLVED by the Greater Hickory MPO that the following Memorandum of Understanding (MOU) is made:

SECTION I. It is hereby agreed that the COUNTY OF ALEXANDER, TOWN OF BROOKFORD, COUNTY OF BURKE, TOWN OF CAJAH'S MOUNTAIN, COUNTY OF CALDWELL, COUNTY OF CATAWBA, TOWN OF CATAWBA, VILLAGE OF CEDAR ROCK, CITY OF CLAREMONT, TOWN OF CONNELLY SPRINGS, CITY OF CONOVER, TOWN OF DREXEL, TOWN OF GAMEWELL, TOWN OF GLEN ALPINE, TOWN OF GRANITE FALLS, CITY OF HICKORY, TOWN OF HILDEBRAN, TOWN OF HUDSON, CITY OF LENOIR, TOWN OF LONG VIEW, TOWN OF MAIDEN, CITY OF MORGANTON, CITY OF NEWTON, TOWN OF RHODISS, TOWN OF RUTHERFORD COLLEGE, TOWN OF SAWMILLS, TOWN of TAYLORSVILLE, TOWN OF VALDESE AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION in cooperation with THE UNITED STATES DEPARTMENT OF TRANSPORTATION, will participate in a continuing transportation planning process with responsibilities and undertakings as related in the following paragraphs:

- A. The area involved - the Greater Hickory Transportation Study Planning Area - will consist of the Hickory Urbanized Area as defined by the United States Department of Commerce, Bureau of the Census, in addition to that area beyond the existing urbanized area boundary in Alexander, Burke, Caldwell and Catawba Counties. This area is hereinafter referred to as the Greater Hickory MPO Metropolitan Planning Area.
- B. The continuing transportation planning process will be cooperative one and all planning discussions will be reflective of and responsible to the comprehensive plans for growth and development within the Metropolitan Planning Area.
- C. The continuing transportation planning process will be conducted in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
- D. The Urbanized Area Boundary and Metropolitan Planning Area shall be periodically reviewed and revised in light of new development and basic data projections.
- E. The Greater Hickory Metropolitan Planning Organization Board Established.

A Greater Hickory Metropolitan Planning Organization Board [hereinafter referred to as "Board" or "the Board"] is hereby established with the responsibility for cooperative transportation planning decision making for the Greater Hickory MPO. The Board shall have the responsibility for keeping the policy boards of the participating local governments informed of the status and requirements of the transportation planning process; for assisting in the dissemination and clarification of the decisions and policies of the policy boards; and for providing opportunities for citizen participation in the transportation planning process.

The Board, in cooperation with the State, and in cooperation with publicly owned operators of public transportation services, shall be responsible for carrying out the urban transportation planning process as required by Federal and State transportation planning requirements and shall develop the planning work program, Metropolitan Transportation Plan, and Transportation Improvement Program.

This Board shall be the forum for cooperative decision-making by elected officials of the member General Purpose Local Governments. However, this shall not limit the Board's local responsibility for (1) ensuring that the transportation planning process and the plans and improvement projects which emerge from that process are consistent with the policies and desires of local government; nor, (2) serving as a forum for the resolution of conflicts which arise during the course of developing the Metropolitan Transportation Plan, the Comprehensive Transportation Plan and the Transportation Improvement Program.

- G. The Board is hereby established with the responsibility for coordinating transportation policy decisions of member local governments within the Metropolitan Planning Area and will consist of the Chief Elected Official or a single representative appointed by, and from, the member local government from the following Boards of General Purpose Local Government, public transportation as well as a member of the North Carolina Board of Transportation:
 - 1. Alexander County Commissioners
 - 2. Brookford Board of Aldermen
 - 3. Burke County Commissioners
 - 4. Cahah's Mountain Town Council

5. Caldwell County Commissioners
6. Catawba County Commissioners
7. Catawba Town Council
8. Cedar Rock Village Council
9. Claremont City Council
10. Connelly Springs Board of Aldermen
11. Conover City Council
12. Drexel Board of Aldermen
13. Gamewell Town Council
14. Glen Alpine Town Council
15. Granite Falls Town Council
16. Hickory Board of Aldermen (2 Members)
17. Hildebran Town Council
18. Hudson Town Commissioners
19. Lenoir City Council
20. Long View Board of Aldermen
21. Maiden Town Council
22. Morganton City Council
23. Newton City Council
24. Rhodhiss Town Commissioners
25. Rutherford College Town Council
26. Sawmills Town Council
27. Taylorsville Town Council
28. Valdese Town Council
29. North Carolina Board of Transportation
30. Western Piedmont Transit Authority Official

Each of the above member agencies may also appoint an alternate, in accordance with the rules contained within the GHMPO Bylaws.

H. The duties and responsibilities of the Board are as follow:

1. The Board in cooperation with the State, and in cooperation with publicly owned operators of public transportation services, shall be responsible for carrying out the Federal and State transportation planning process and shall develop the planning work programs, Metropolitan and Comprehensive Transportation Plans, and Transportation Improvement Program.
2. The Board shall be the forum for cooperative decision-making by elected officials of General Purpose Local Government. The Board shall have responsibility for (1) ensuring that the transportation planning process and the plans and improvement projects which emerge from that process are consistent with the policies and desires of local government; and (2) serving as a forum for the resolution of conflicts which arise during the course of developing the Transportation Plan and the Transportation Improvement Programs.
3. The Board shall establish goals and objectives for the transportation planning process reflective of and responsive to comprehensive plans for growth and development in the Metropolitan Planning Area adopted by Boards of General Purpose Local Government.
4. The Board shall review and approve the Planning Work Program, Transportation Plan and Transportation Improvement Program as necessary.

5. The Board as required, shall review, approve, and endorse amendments to the Planning Work Program, the Transportation Plan and the Transportation Improvement Program.
6. The Board shall be responsible for adopting and amending the Metropolitan and Comprehensive Transportation Plans (CTP). Revisions to the CTP must be jointly approved by the MPO and NCDOT.
7. The Board shall have the responsibility for keeping the Boards of General Purpose Local Government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of these Boards; and ensuring meaningful citizen participation in the transportation planning process.
8. The Board shall review, approve and endorse changes to the Federal Functional Classification System and Urbanized Boundary, in conformance with Federal regulations.
9. The Board shall review, approve, and endorse a Prospectus for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process; and
10. The Board shall review and approve related air quality planning in conformance with Federal regulations.
11. The Board shall review and approve energy conservation planning and energy contingency planning for the transportation system in conformance with Federal regulations.
12. The Board is responsible for conducting public involvement and technical analyses to determine the preliminary alignments for transportation projects (both road and transit) included in the Metropolitan Transportation Plan. These alignments will be used by local jurisdictions through their land development ordinances for right-of-way protection purposes. Once the Board has adopted an official thoroughfare alignment, the alignment can only be modified by:
 - a. Official Board action; or
 - b. Action of the GHMPOs Technical Coordinating Committee (TCC), (which is described in Section I.O of this Memorandum of Understanding) under the following criteria:
 - i) The TCC finds the proposed alignment to be technically reasonable; and,
 - ii) The proposed alignment enters and exits the affected property at the officially approved location and angle or curvature.

The Board adopts the alignment for right-of-way purposes even if the alternatives are produced through a State or locally funded environmental study process.

13. Each General Purpose Local Government on the Board will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus. Additionally, the local government shall coordinate zoning and subdivision approval within its jurisdiction in accordance with the adopted Transportation Plan.
14. The Board is responsible for the distribution of funds distributed to GHMPO's under the provisions of MAP-21 and any subsequent re-authorizations.

15. The Board shall adopt a set of Bylaws for the Board and the TCC. Amendments to either set of Bylaws shall occur by a ¾ vote of the GHMPO.
 16. The Board shall maintain a centralized information repository including but not limited to the Metropolitan Transportation Plan including the Comprehensive Transportation Plan; the Planning Work Program (PWP); air quality conformity analysis; Board and TCC Bylaws and membership lists; copies of all draft and final environmental studies, public hearing maps, roadway corridor official maps, and noise reports on projects within the GHMPO boundaries; copies of adopted transportation project alignments; the Transportation Improvement Program (TIP) (local and state); and any other appropriate archival information. The GHMPO shall endeavor through the affected local governments and appropriate technological means to make this information easily available to local governments, citizens, and individuals involved in land development and real estate transactions.
 17. The Board shall have the primary responsibility for citizen input into the continuing transportation planning process. During transportation plan reevaluation, citizen involvement in the planning process shall be encouraged for reanalysis of goals and objectives and plan formation.
 18. Any other duties identified as necessary to further facilitate the transportation planning process.
- I. The Board shall consist of both voting and non-voting members.

Voting membership of the Board will consist of representatives of the following General Purpose Local Government units and the North Carolina Board of Transportation as of September 24, 2014, which shall have the indicated number of votes:

<u>Unit</u>	<u>number of votes</u>
1. Alexander County	1
2. Town of Brookford	1
3. Burke County	1
4. Town of Cahah's Mountain	1
5. Caldwell County	1
6. Catawba County	1
7. Town of Catawba	1
8. Village of Cedar Rock	1
9. City of Claremont	1
10. Town of Connelly Springs	1
11. City of Conover	1
12. Town of Drexel	1
13. Town of Gamewell	1
14. Town of Glen Alpine	1
15. Town of Granite Falls	1
16. City of Hickory	2
17. Town of Hildebran	1
18. Town of Hudson	1
19. City of Lenoir	1
20. Town of Long View	1
21. Town of Maiden	1
22. City of Morganton	1

23. City of Newton	1
24. Town of Rhodhiss	1
25. Town of Rutherford College	1
26. Town of Sawmills	1
27. Town of Taylorsville	1
28. Town of Valdese	1
29. N.C. Board of Transportation (NCBOT)	1
30. Western Piedmont Transit Authority	1
Total	31

Members will vote on matters pursuant to the authority granted by their respective governmental bodies.

Non-voting membership – One representative from each of the following bodies will serve as a non-voting member:

- FHWA – Division Administrator (or designee)

Other local, State, or Federal agencies impacting transportation in the Planning Area, can become non-voting members upon invitation by the Board.

The Board shall have a Chair and Vice-Chair and shall meet in accordance with the rules contained within the GHMPO Bylaws.

J. Board Voting Policy

1. The Board and the Technical Coordinating Committee (TCC), as well as any established sub-committees are responsible for carrying out the provisions on North Carolina G.S. Chapter 143, Article 33C regarding open meetings, and Chapter 132 regarding public records. A quorum is required for transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise transacting public business. A quorum consists of 51% of the members of the TAC or TCC, plus as many additional members as may be required to ensure that 51% of possible votes are present. An alternate may be appointed to attend meetings should the member not be able to attend. Alternates should be identified by name on the meeting attendance log. Vacant seats will not count against the quorum. Electronic meetings and voting are allowed as long as proper public notice is given and meeting materials are available to the public upon request. Any member who does not attend two consecutive TCC/TAC meetings will not be included as part of the membership needed to obtain a quorum after the second meeting. Membership, however, is immediately reinstated by the presence of the most recently appointed member (or his alternate) at any future meeting.
2. When any project is on a road that does not carry an I, US, or NC route designation, and is totally contained within a single municipality's corporate limits or extraterritorial planning jurisdiction, its location shall be determined only with the consent of that municipality.
3. The GHMPO cannot override the position of any individual local municipality on a project for a road that does not carry an I, US, or NC route designation when any portion of the project is within that municipality's corporate limits or extraterritorial planning jurisdiction except by $\frac{3}{4}$ majority vote of all votes eligible to be cast.

- K. The Transportation Improvement Program (TIP) shall be adopted in accordance with adoption schedules for the State Transportation Improvement Program (STIP). The TIP shall include all information

typically contained in the STIP, including, but not limited to route number, project I.D. number, project limits, project description, proposed implementation schedule, funding source, and projected cost. The TIP is intended to represent local priorities for transportation improvements. Once it is adopted, any discrepancies between the TIP and the STIP will be negotiated through established State and Federal processes.

- L. The Board shall develop a list of projects for transportation improvements in conjunction with the NCDOT prioritization process as codified in NCGS § 136-18.42. This entails preparing a list of projects for staff to evaluate against NCDOT's quantitative measures, then choosing a subset of projects. The subset of projects chosen will be assigned points by the Board based on locally and regionally developed criteria and submitted to NCDOT and the GHMPO Board to compete for available funding in the STIP and TIP, respectively.
- M. The Board may establish subcommittees and advisory groups through its bylaws or through a vote at a regularly scheduled meeting. The subcommittees may consist of existing members of the Board, the Technical Coordinating Committee, and other officials and citizens as appropriate to achieve the objectives of the subcommittee.
- N. The GHMPO will coordinate transit planning and programming within the Planning Area. The duties and responsibilities of the Board with regard to transit planning and programming are as follows:
 1. Establish policies for distribution of Federal Transit Administration funds that are provided directly to the Metropolitan Planning Organization. These policies will be reviewed and approved annually by the Board.
 2. Develop and approve a list of prioritized projects for transit improvements.
 3. Program transit improvements in the Transportation Improvement Program (TIP).
 4. In developing transit plans, programs, and funding formulas, the Board shall consider the following factors: Federal Transit Administration funding formulas, State Maintenance Assistance Program formulas, and population served by the transit system, ridership, and present and future demand for transit service.
- O. A Technical Coordinating Committee, hereinafter referred to as the TCC, shall be established with the responsibility of general review, guidance, and coordination of the transportation planning process for the Metropolitan Planning Area and with the responsibility for making recommendations to the respective local and State governmental agencies and the GHMPO Board regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Planning Work Program (PWP), Transportation Improvement Program, Federal Functional Classification System and Urbanized Area Boundary, revisions to the Metropolitan Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Membership of the TCC shall include technical representation from all local and state governmental agencies directly related to and concerned with the transportation planning process for the planning area. GHMPO Board approval of TCC membership changes shall be required.

TCC Membership:

1. Alexander County
2. Town of Brookford
3. Burke County
4. Town of Cahah's Mountain
5. Caldwell County
6. Catawba County
7. Town of Catawba Town
8. Village of Cedar Rock
9. City of Claremont
10. Town of Connelly Springs
11. City of Conover
12. Town of Drexel
13. Town of Gamewell
14. Town of Glen Alpine
15. Town of Granite Falls
16. City of Hickory – 2 Representatives
17. Town of Hildebran
18. Town of Hudson
19. City of Lenoir
20. Town of Long View
21. Town of Maiden
22. City of Morganton
23. City of Newton
24. Town of Rhodhiss
25. Town of Rutherford College
26. Town of Sawmills
27. Town of Taylorsville
28. Town of Valdese
29. NCDOT – Transportation Planning Branch
30. NCDOT - Division 11 Engineer, or his/her designated representative
31. NCDOT - Division 12 Engineer, or his/her designated representative
32. NCDOT - Division 13 Engineer, or his/her designated representative
33. NCDOT – Public Transportation Division (non-voting)
34. Western Piedmont Regional Transit Authority (Greenway Transit)
35. Area Traffic Engineer, Division of Highways, Traffic Engineering Branch, NCDOT
36. Director of Planning, Western Piedmont Council of Governments
37. Alexander County Chamber of Commerce
38. Burke County Chamber of Commerce
39. Caldwell County Chamber of Commerce
40. Catawba County Chamber of Commerce
41. FHWA, MPO Contact (non-voting)

Representatives of the municipalities shall be the chief administrative officers (managers/administrator/clerks), planning directors or their designees. Other entities may be represented by their chief administrative officers or their designees. Each TCC member shall have one vote.

Other local agencies, organizations, and individuals, upon filing a request with the TCC Secretary, will be informed of the time, date, and location of all meetings of the TCC and may attend meetings.

Notification will also be furnished to any private transportation operator, upon receipt of a request.

The TCC shall meet in accordance with schedules set forth in the TCC Bylaws. The Chairperson may cancel a regular meeting if there is insufficient business on the TCC's tentative agenda.

The Board and the Technical Coordinating Committee (TCC), as well as any established subcommittees are responsible for carrying out the provisions on North Carolina G.S. Chapter 143, Article 33C regarding open meetings, and Chapter 132 regarding public records. A quorum is required for transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise transacting public business. A quorum consists of 51% of the members of the TAC or TCC, plus as many additional members as may be required to ensure that 51% of possible votes are present. An alternate may be appointed to attend meetings should the member not be able to attend. Alternates should be identified by name on the meeting attendance log. Vacant seats will not count against the quorum. Electronic meetings and voting are allowed as long as proper public notice is given and meeting materials are available to the public upon request. Any member who does not attend two consecutive TCC/TAC meetings will not be included as part of the membership needed to obtain a quorum after the second meeting. Membership, however, is immediately reinstated by the presence of the most recently appointed member (or his alternate) at any future meeting.

- P. Administrative coordination for the GHMPO and for the TCC will be performed by the Western Piedmont Council of Governments Planning Director, who shall report to the Chair of the GHMPO. Administrative support shall be furnished by the Western Piedmont Council of Governments' planning staff. The Planning Director shall supervise additional GHMPO staff as necessary and approved in the annual work program. The Planning Director will serve as the Secretary for the GHMPO and TCC with the responsibility for such functions as follows:
1. Arranging meetings and agendas
 2. Maintaining minutes and records
 3. Maintaining Policy Manual
 4. Preparing a Prospectus and Planning Work Program (PWP)
 5. Assembling and publishing the Transportation Improvement Program
 6. Serving as custodian of the Metropolitan and Comprehensive Transportation Plans
 7. Collecting from local governments, certified and sealed minutes and resolutions that document transportation plan revisions and submitting these for mutual adoption by the North Carolina Department of Transportation annually or more often if deemed necessary by the GHMPO or local governments involved
 8. Monitoring the transportation planning process to ensure its execution is in accordance with goals and objectives
 9. Performing other coordinating functions as assigned by the GHMPO from time to time
 10. Taking lead responsibility for structuring public involvement in the transportation planning process
 11. Preparing the **quarterly** PL Expenditure Report

The Planning Director shall be hired by the Western Piedmont Council of Governments.

- Q. All transportation and related Federal Aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Planning Work Program

adopted by GHMPO. As part of the development of the Planning Work program, the MPO shall review the process for sharing the funding of MPO activities and establish funding responsibility for each local government.

Administration of funding in support of the transportation planning process on behalf of the GHMPO will be conducted by Western Piedmont Council of Governments, the lead planning agency, which will execute appropriate agreements with funding agencies as provided by the Planning Work Program.

SECTION II. Subscribing agencies to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving 30 calendar days written notice to the GHMPO Chairperson prior to the date of termination. When annexation occurs and member municipality boundaries extend beyond the adopted urbanized area boundary, the new boundaries will automatically become part of the urbanized area and will be so designated on the Transportation Plan within 60 calendar days of the annexation. After two (2) years from the date of adoption of this document, the terms of this agreement will be evaluated by the participating members. It is further agreed that these agencies will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Additionally, these agencies shall coordinate zoning and subdivision approval in accordance with the adopted Transportation Plan.

SECTION III. In witness whereof, the Secretary of Transportation on behalf of the North Carolina Department of Transportation has signed this Memorandum of Understanding and the other parties have adopted this Memorandum of Understanding.

DEPARTMENT OF TRANSPORTATION

By _____
Secretary of Transportation

BUDGET ORDINANCE AMENDMENT # 20

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, 2015.

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

FUNCTIONAL AREA	INCREASE	DECREASE
Debt Service	144,100	
TOTAL	144,100	0

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

FUNCTIONAL AREA	INCREASE	DECREASE
Sales and Services	144,100	
TOTAL	144,100	0

SECTION 3. 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 _____, 2015

Mayor

Clerk

BUDGET ORDINANCE AMENDMENT # 1

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	146,200	-
Other Financing Uses	-	146,200
Culture and Recreation	73,604	-
Public Safety	12,180	-
Transportation	1,366	-
TOTAL	233,350	146,200

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	1,366	-
Other Financing Sources	85,784	-
TOTAL	87,150	0

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

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	242,814	-
TOTAL	242,814	0

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	242,814	-
TOTAL	242,814	0

SECTION 3. 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 _____, 2015

Mayor

Clerk



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 Development Assistance Center D.A.C.)

SPECIAL EVENT APPLICATION
PUBLIC PROPERTY EVENTS

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 D.A.C. of any changes. Incomplete applications will not be accepted. **A complete application should be submitted at least 90 days prior to the planned event to allow sufficient review time. 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: Mel's Jingle Run (Benefitting Operation 300 & PORCH)
 Applicant Name & Title: Sarah Prencipe (Op300 Volunteer) Leslie Knapp (Mellow Mushroom) Mandy Pitts (PORCH Volunteer)
 Organization: Operation 300, PORCH, Mellow Mushroom (Peace-A-Pie Makers, LLC)
 Mailing (Billing) Address: 2258 Mosteller Estate Ave SE (Sarah Prencipe)
 City & State & Zip: Hickory, NC 28602
 Daytime Phone: 828-323-7412 Cell: 828-446-4248 Email: sprencipe@hickorync.gov
 Description of the Event: Downtown 5K race route in December to celebrate the holiday and raise money for two charities

Does the event have a Twitter, Myspace, Facebook or other social networking page? Not Currently
 If yes, please list URL(s): _____

Event Address: <u>Sails on the Square Stage & 5K Route</u>	
Date of Event: <u>December 12, 2015</u>	
Event Start Time: <u>9:00 A.M.</u>	Event End Time: <u>10:30 A.M.</u>
Road Closure Begins (if applicable): _____	Road Closure Ends (if applicable): _____
Set-Up Begins: <u>6:00 A.M.</u>	Clean-Up Ends: <u>Noon</u>
Preferred Date & Time of Inspection: <u>N/A</u>	
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>Race fee to run or walk the 5K</u>	

APPLICANT'S SIGNATURE Sarah Prencipe DATE: 7/1/15

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

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

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: DJ playing popular music before and after race

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: 8:15 A.M. Finish time: 10:30 A.M.

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). Vendors are required to obtain a city privilege license. (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
Mellow Mushroom (Tentative)	Pizza Delivery	Pizza
Or		
Grocery store items purchased by volunteers	Store bought	Bananas & packaged items like granola bars

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
12/12/15	6:00 A.M.	Volunteers arrive and begin setting up tables for participants	on the sails stage
		to pick up race packets and to display information about the	
		race packets and to display information about the charities.	
	8:45 A.M.	5K Warm up exercises	
	9:00	5K Begins	
	10:30	Race complete/Food/Awards Program	
	Noon	Clean up complete	

CITY SERVICES

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment. The applicant is responsible for arranging and providing services such as solid waste, wastewater, event clean up, traffic control, etc.

ROLLOUT CARTS

In order to determine what types of containers best suit the needs of the event, please answer the following questions:

Will the event be serving/selling/distributing beverages? Yes or No.

If yes, in what containers will they come packaged in?

Aluminum cans Glass bottles/jars Plastic bottles/jugs/jars

How many rollout carts are you requesting for trash? 4

How many recycle carts are you requesting? 2

Delivery Location?

See Union Square Stage - Pick up at Noon or following Monday.

Date and Time for rollout carts to be emptied/picked up?

Applicants are responsible for cleaning and restoring the site after the event. Please pick up all trash including paper, plastic, bottles, cans and event marketing signs. The cost of any employee overtime incurred because of an applicant's failure to clean and/or restore the site following the event will be borne by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.

PUBLIC PROPERTY CLEAN-UP

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? _____

Will the event need City personnel to assist with event site clean-up? Yes No

Date & Time for clean-up staff arrival: _____

Will any of the following services be used for the event: Union Square Public restroom 6:00-12:00

Water Service Wastewater Service Portable Toilet Service

SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

Beer/Alcohol Security Stage Security Event Area Security Gate Security
Road Closure Security Money Handling Security Other

Overnight Security From _____ To _____

Dates & Times security will be on site: N/A - will help with 5k route

Security provided by: _____ Number of Security Personnel: _____

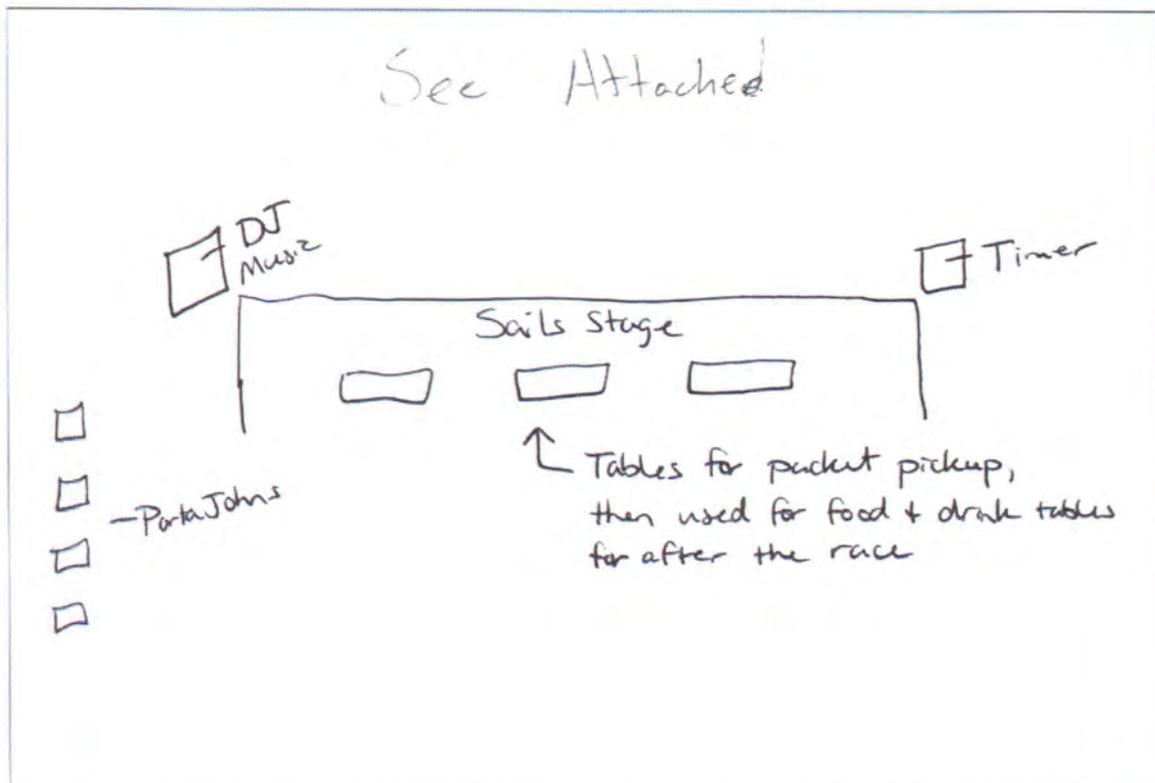
Applicant may be required to hire sworn off-duty City of Hickory police officers to provide security to insure public safety. The Hickory Police Department will determine the number of security personnel required on site.

SITE PLAN

Provide 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.

SITE PLAN SKETCH



ROAD CLOSURES

If your event involves road closures, a parade, a foot or bike race, any other type of procession, or more than one location, please attach a Route and Traffic Plan. Include the required information (listed below) and any additional information that you believe apply to your event. When planning a moving route, the Hickory Police Department is available to assist you in planning your route. You may also choose from the City's pre-approved routes.

- NC and US roadways will also require approval from the NCDOT.
- The proposed route to be traveled including the requested starting and termination point. Please also clarify the direction of movement of your event.
- Routing plans for traffic. Illustrate a plan to include roads that you are requesting to be closed to vehicular or other traffic for your event. Include planned arrangements to resolve conflicts with people trying to reach businesses, their own residences, places of worship and public facilities including public transportation.
- Whether the event will occupy all or a portion of the street(s) requested for use.
- Proposed locations for barricades, signs and police/volunteers.
- The provision of twenty foot (20') minimum emergency access lanes throughout the event site.
- White temporary waterbase paint can be used to mark the route on the street pavement (May be purchased at common hardware stores such as Lowes Home, Home Depot, etc.).

Please Note: All road closure requests will be strictly reviewed by the City. Road closures will be limited to one block or one cul-de-sac as determined by the City so as to not impede traffic and emergency routes for special events. Exemptions to this limitation may be granted for approved parades, foot races, and bike races. Approval, denial, or modification of all road closure requests lies in the sole discretion of the City. The City of Hickory has final discretion over your Route and Traffic Plan including, but not limited to the route, placement and number of all barricades, signs and police volunteer locations

DO NOT ASSUME, ADVERTISE, OR PROMOTE YOUR EVENT UNTIL YOU HAVE A SIGNED PARADE PERMIT FROM HICKORY POLICE DEPARTMENT. CONFLICTS DO ARISE AND CHANGES TO THE REQUEST MAY BE NECESSARY.

5K 1

I have selected preapproved route _____ OR sketch below or attach a detailed map routing your proposed procession.

APPLICANT'S SIGNATURE:

Scott Purmij

DATE:

7/1/15

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

**** THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT ON UNION SQUARE COMMON, STREETS ADJOINING THERETO OR OTHER PUBLIC PLACES AND PARKS ****

RULES REGULATING THE USE OF UNION SQUARE COMMON, STREETS ADJOINING THERETO AND OTHER PUBLIC PLACES AND PARKS FOR SPECIAL EVENTS

- Special events may be held in one or more of the following areas:
 - Union Square Common, north of the Southern Railway tracks, east of Third Street, NW, and west of Second Street, NW.
 - Streets adjoining Union Square, including Third Street, NW, between the Southern Railway tracks and the northern margin of First Avenue, NW; First Avenue, NW between Third Street, NW and Second Street, NW; Second Street, NW from the Southern Railway tracks to the northern margin of First Avenue, NW; and Trade Alley.
 - Any other public building, park or property owned or possessed by the City of Hickory which, by its nature, is suitable for any certain special event that may be applied for, provided that said event remains open to the public at large.
- The City Council reserves the right to reject any application as to the use of any area described above for any special event. If the City Council learns that the event or vendors participating were misrepresented to the City Council or that the event in any way fails to comply with the rules regulating the use of Union Square Common or fails to comply with any applicable local, state, or federal laws, it reserves the right to rescind any approved application up to and during the course of the event. In the case of a special event being held at a City-owned facility for which a rental fee is usually charged, the normal rental fee shall be charged to the applicant unless the City Council waives such rental.
- Application must be filed in the City Manager's Office at least ninety (90) days prior to the time that the applicant desires to first take possession of the area to make preparations for the special event. The applicant for a special event must be a non-profit organization, organized and existing for the purpose of either some charitable or public benefit or for the promotion of business in the Downtown Area of Hickory. In addition, said non-profit organization may at the request of the Council be required to produce evidence of their non-profit corporation status as defined by state and federal laws. In addition, procedures to be used for selecting participants and vendors must be included with the application.
- The applicant shall provide to the City Manager at least two (2) weeks prior to the beginning of the public participation in the special event a list of all of the vendors or others having booths or display tables during the special event. No other persons may sell merchandise or operate any booth or display tables during the special event, unless the applicant, in writing, requests the City Manager to amend such list accordingly and permission is granted.
- No motor vehicles or other large equipment or manufactured items or livestock will be permitted within the area unless they are clearly identified and described and the proposed location is stated in the application and specific approval is given.
- The size, type of construction and location of display tables and booths must be described generally in the application; all construction must be safe and self-sustaining; no spikes or other holding devices may be driven into the ground of any street, sidewalk or tied to any tree.
- When food preparation, painting and/or pottery -making activities or similar activities are held, appropriate protective materials must be placed over any paved or brick areas for protection.

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- A first-aid station shall be provided, staffed by competent Emergency Medical Technicians, unless a waiver is requested and granted by the City.
- The applicant shall be responsible for providing trash receptacles of the number and size as the city shall require in order to eliminate litter.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages.
- Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The policy is to be one of comprehensive general liability in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will 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.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all applicable Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.

Operation 300 and PORCH

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

Operation 300 is a registered 501(c)3 not for profit organization which hosts adventure camps for children who have lost their fathers as a result of military service and seeks to honor the families of the fallen. PORCH is a Catawba County non-profit food assistance program designed to help needy families with children in areas of greatest need, not presently being adequately served by existing organizations.

LIST ORGANIZATIONS OFFICERS:

Operation 300 - Tara Baldwin

772 214 4434

TELEPHONE

PORCH - Peggy Shuford

TELEPHONE

TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Sarah Prencipe or Leslie Knapp

828-446-4248 or 828-446-9460(Leslie)

NAME

TELEPHONE

2258 Mosteller Estate Ave SE, Hickory 28602

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.

7/11/15
Date

Sarah Prencipe
~~President~~ Volunteer
Operation 300
Non-Profit Organization

Approved by:
Andrew Gault
CITY MANAGER - ASSISTANT

7/9/15
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, party of the first part, and the Peace-A-Pie Makers, Inc dba Mellow Mushroom a non-profit organization with its principal place of operation being Catawba County, North Carolina, party of the second part:

WITNESSETH :

WHEREAS, the party of the first part is desirous of allowing the party of the second part to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

WHEREAS, the party of the second part is desirous of conducting a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said party of the second part has heretofore 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 party of the second part hereby completely and unequivocally releases the party of the first part, the officials of the party of the first part, and all employees of said party of the first part, and their families, from any and all claims, damages, injuries or rights of action which the party of the second part may incur by reason of the special event being conducted by the party of the second part.

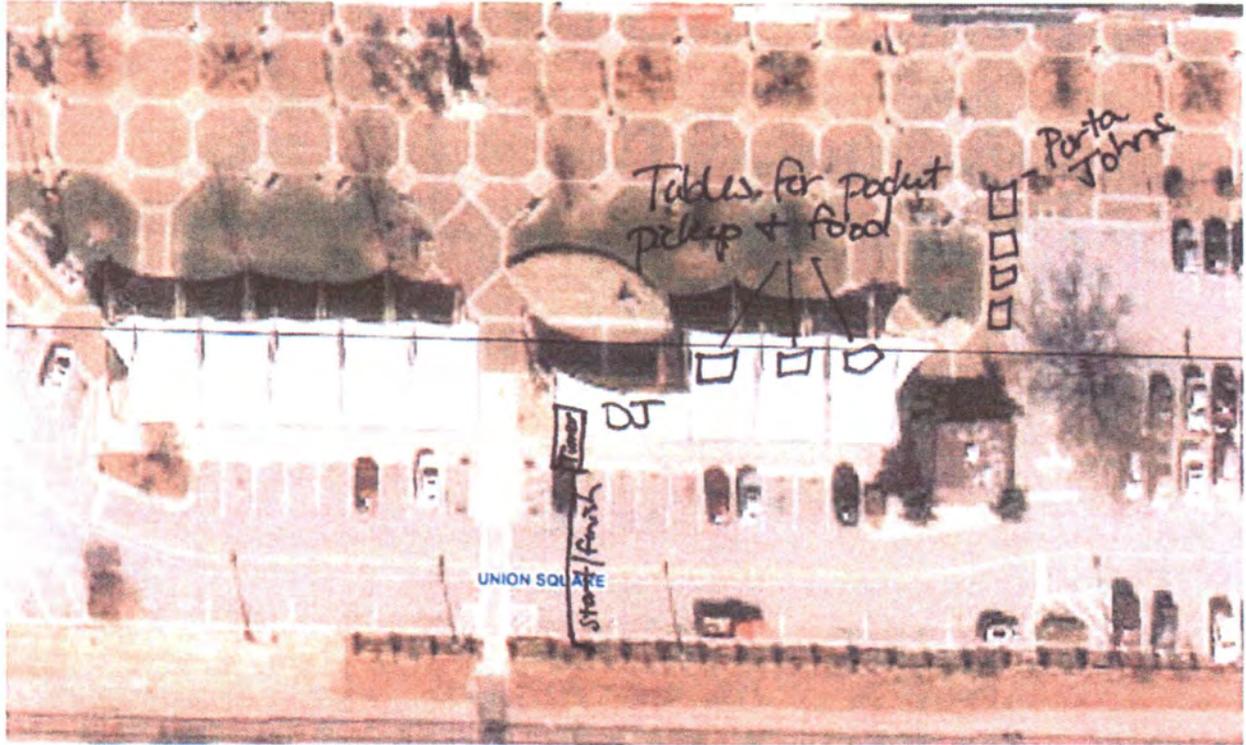
2. That the party of the second part hereby agrees to indemnify and hold harmless the party of the first part for any liability, injury or claim which may arise to the benefit of the party of the second part as a result of the special event being conducted by the party of the second part.
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that their exists sufficient consideration for the execution of this instrument.

This the 31th day of June, 2015.

Leslie A Knapp
President, owner

Leslie A Knapp

Sigg
Witness



CITY OF HICKORY TRAVEL EXPENSE REPORT

Exhibit X.B.

Name of Coworker: Mick Berry

Travel dates: 6/18/2015 - 6/21/2015

Date of Report: July 2, 2015

(Must be submitted no later than
10 days after date of return)

Wilmington NC

NC CITY COUNTY MANAGERS SEMINAR

Course description

Location

PLEASE ATTACH ALL REQUIRED RECEIPTS

	SUN	MON	TUES	WED	THURS	FRI	SAT	TOTALS			
								Cash	Credit Card	Vendor Ck	
Room						127.44			127.44		
Meals					20.50	30.50		51.00			
Registration Fees									250.00		
Airfare Expense											
Rental Car											
City Vehicle Expense											
Personal Vehicle (1)	174.23			174.23				348.45			
City Fuel Card											
Other (2) <i>tips for parking</i>				4.00	4.00	4.00		12.00			
								\$411.45	\$127.44		

377.44

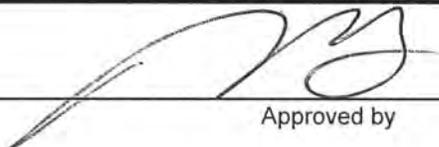
If personal vehicle was used, please fill in the number of miles driven: _____

(See notes #1 and #2)

Total Cash Expenses	\$ <u>411.45</u>	Balance Due Coworker	\$ <u>411.45</u>	Account #	_____
Cash Advanced	\$ <u>411.70</u>	Balance Due City	\$ _____	Account #	_____
Credit Card	\$ 427.44 <u>377.44</u>			Account #	_____
Vendor Check	\$ _____				

CERTIFICATION: I certify that the above described travel was authorized official business, was not reimbursed by any other entity, and was performed in accordance with the City of Hickory Travel Policy and that no compensation was of a personal nature.

Coworker's Signature _____



Approved by

7/7/15

Date

1 - Current federal rate is \$0.575 per mile. May only receive reimbursement for use of a personal vehicle if City vehicle was not available.
2 - List other expenses on reverse side

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Chuck Hansen, Public Services Director
Contact Person: Chuck Hansen
Date: February 25, 2015
Re: Property purchase next to City's Public Services Complex, Childers Property, PIN 371314432647

REQUEST: Request approval to purchase .890 acres next to existing Public Services Complex as we have a property owner that wants to sell and has approached the City about purchasing PIN 371314432647, located at 1352 12th Av. NE, Hickory, NC, 28601

BACKGROUND: Chuck Hansen and Ms. Childers have been discussing this for about two years. It is a piece of property next to our existing Public Services complex that is owned by Ms. Katie Childers. It is the old skating rink in the Highland neighborhood, somewhat of an eye sore in the Highland neighborhood. There have been conversations with Ms. Childers over the past several years about what she wants to do with her property when she retires. She retired in December 2015, and she and her sister ran a furniture sample sewing operation in the buildings. The property was valued at approximately \$110,000 before this recent reevaluation where it dropped to \$105,900. Staff had an appraisal performed which stated the property is valued above the tax value and asking price, but it did discuss building conditions of the old skating rink building.

Attached is an offer for the City to purchase the property for \$100,000 drafted by Ms. Childers's attorney (Beth Williams). It will cost about \$9,000 to \$10,000 to demolish the old skate rink building which has no use to the City and will eliminate an eye sore in the neighborhood. Also there is a 10 year old metal building that could be used by Public Services on the property. Childers wanted \$105,900 (tax value) (actually she wanted the old tax value of \$110,000), but in discussions with her attorney, the City proposed \$100,000 since the City would have to demolish the old skating rink. With the attached offer to purchase in the amount of \$100,000, which was initiated by the property owner, it could be seen as both parties approximately splitting the \$10,000 demolition cost for the old skating rink.

ANALYSIS: Attached is the offer to purchase for PIN number is 371314432647. The city owns the property to the south and east. (There is road to north and creek to west of the subject property). It is very logical for the city to purchase this property to close out that NW corner of the Public Services property, as the Public Service's complex is expected to be here for another 50 years. We can immediately use the metal building; but more importantly for the future of this very important city complex is the additional land and owning the NW corner of the Public Services' property.

RECOMMENDATION: Approve the purchase of the property located at 1352 12th AV. NE, Hickory, PIN 371314432647 in the amount of \$100,000 and approve the demolition of the old skating rink building on the property.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

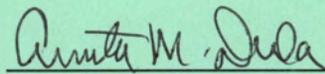
x

LIST THE EXPENDITURE CODE:

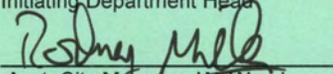
Reviewed by:

Chuck Hansen 
Initiating Department Head

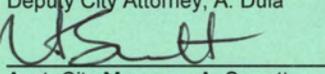
5/7/15
Date


Deputy City Attorney, A. Dula

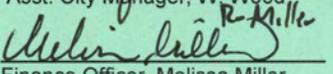
7-7-15
Date


Asst. City Manager, W. Wood

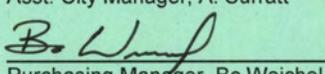
7-7-15
Date


Asst. City Manager, A. Surratt

7-9-15
Date


Finance Officer, Melissa Miller

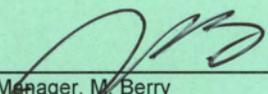
5-11-15
Date


Purchasing Manager, Bo Weichel

5-11-15
Date

Date

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


City Manager, M. Berry

Date



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between
City of Hickory

a(n) NC Corportation ("Buyer"), and
(individual or State of formation and type of entity)

Katie S Childers

a(n) individual ("Seller").
(individual or State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 1352 12th Av NE Hickory, NC 28601

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, Catawba County, consisting of .890 acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 371314432647; and, (ii) some or all of the Property, consisting of approximately .890 acres, is described in Deed Book 1131, Page No. 422, Catawba County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 100,000.00 (b) "Purchase Price" shall mean the sum of one hundred thousand Dollars,

payable on the following terms:

\$ _____ (i) "Earnest Money" shall mean _____ Dollars or terms as follows: _____

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with _____ (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580-T
Revised 1/2011
© 7/2012

Buyer Initials _____ Seller Initials _____

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ _____ (ii) **Proceeds of a new loan** in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ _____ (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ _____ (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of \$ _____. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$ 100,000.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of one hundred thousand Dollars.

Buyer Initials _____ Seller Initials _____

(c) "**Closing**" shall mean the date and time of recording of the deed. Closing shall occur on or before _____ or 120 days from contract date _____.

(d) "**Contract Date**" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "**Examination Period**" shall mean the period beginning on the Contract Date and extending through 90 days from contract date _____.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "**Broker(s)**" shall mean: _____ n/a _____ ("Listing Agency"),
_____ ("Listing Agent" - License # _____)
Acting as: Seller's Agent; Dual Agent
and _____ ("Selling Agency"),
_____ ("Selling Agent" - License # _____)
Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

(g) "**Seller's Notice Address**" shall be as follows:
255 River Haven Dr Taylorsville, NC 28681

except as same may be changed pursuant to Section 12.

(h) "**Buyer's Notice Address**" shall be as follows:

except as same may be changed pursuant to Section 12.

(i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:
_____ n/a _____

Buyer Initials _____ Seller Initials _____

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

n/a

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys and copies of all presently effective warranties or service contracts related to the Property. 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; and (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. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before **subject to approval of Hickory City Council , effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

Page 4 of 8

Buyer Initials _____ Seller Initials _____

STANDARD FORM 580-T

Revised 1/2011

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Untitled

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

(a) All Leases shall be itemized on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Buyer Initials _____ Seller Initials _____

Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):
n/a

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.
Seller represents that the regular owners' association dues, if any, are \$ n/a per _____.

Buyer Initials _____ Seller Initials _____

(b) Compliance: To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. 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. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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.

Buyer Initials _____ Seller Initials _____

BUYER:

Individual

Date: _____

Date: _____

Business Entity

City of Hickory

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

Individual

Katie S Childers

Date: _____

Date: _____

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Firm)

Date: _____

By: _____

Approved as to form

Armita M. DeLo
City of Hickory – Legal Dept.

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

Melvin Buller
City of Hickory
Finance Officer