A G E N D A

HICKORY CITY COUNCIL

March 1, 2016

7:00 p.m.

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 — March 1, 2016
76 North Center Street — 7:00 p.m.

I. Call to Order

II. Invocation by Rev. Whit Malone, Pastor, First Presbyterian Church

III. Pledge of Allegiance

IV. Special Presentations

A. Business Development Committee, Dr. Dana Chambers, Legacy Award Presentation to Byron Logan, Carolina Office Equipment

B. Presentation of FY 2015-2016 Board and Commission Work Plans. Presenters will be allotted five (5) minutes to make their presentations to Council. **(Exhibit IV.B.)**

Board/Commission	Presenter
Business Development Committee	Dr. Dana Chambers
Citizens' Advisory Committee	Mark Huggins
Community Appearance Commission	Andrew Straw
Community Relations Council	Clise Plant
Hickory International Council	Hani Nassar
Hickory Regional Planning Commission	Brian Frazier
Hickory Youth Council	Alanna Church
Historic Preservation Commission	Larry Triplett
Library Advisory Board	John Kenny
Parks and Recreation Commission	Lloyd Coley
Public Art Commission	Todd Hefner
Recycling Advisory Board	Norm Meres
University City Commission	Ryan Edwards

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of February 16, 2016. **(Exhibit VI.A.)**

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 a Community Appearance Grant for Non-Residential Properties Owned by Tim Cline Properties, LLC Located at 246-252 Union Square in the Amount of $5,000. **(First Reading Vote: Unanimous)**

B. Approval of the 2016 Loan Agreement with the National Museum of the United States Air Force under their Static Display Program for Loan of Aircraft to the City of Hickory/Hickory Regional Airport. **(First Reading Vote: Unanimous)**

C. Approval to Amend the Parking Ordinance for the Farmer's Market to Supersede Last Year's Ordinance (15-03) with a Time and Date Change. **(First Reading Vote: Unanimous)**

D. Approval of Amendment One (1) to the Agreement for Consulting Services with Gavel & Dorn, PLLC in the Amount of $17,000 for the Central Business District Waterline, Sewer Line and Storm Drainage Rehabilitation Project. **(First Reading Vote: Unanimous)**

E. Acceptance of Change Order One (1) with Hickory Sand Company, Inc. in the Amount of $6,890 for the Construction of the Sherwood Forest Sewer Project. **(First Reading Vote: Unanimous)**

F. Acceptance of a 25 Foot Temporary Construction Easement and 25 Foot Sanitary Sewer Line Easement for the Property of Randall Javann Bryant and wife, Constance E. Bryant, PIN #3724-18-40-0894, for Installation of a Sanitary Sewer Line. **(First Reading Vote: Unanimous)**

G. Acceptance of Bid and Award of Construction Contract to Iron Mountain Construction Co. Inc. for the Construction of the Kenworth Waterline Rehabilitation Phase 3 Project in the Amount of $627,000. **(First Reading Vote: Unanimous)**

H. Budget Ordinance Amendment Number 17. **(First Reading Vote: Unanimous)**

I. Approval of the Parks and Recreation Commission's Recommendation to Rename the Proposed Cloninger Mill Park to Bruce Meisner Park. **(First Reading Vote: Unanimous)**

VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

A. Special Events Activities Application Hickory Hops, Connie Kincaid, HDDA Executive Director, April 16, 2016, Event Time 1:00 p.m. to 7:00 p.m., (Set-up April 15, 2016 7:00 a.m. and Clean-up Ends April 16, 2016 11:00 p.m.), Government Avenue & Second Street SW. **(Exhibit VIII.A.)**

B. Special Events Activities Application Downtown Hickory Art Crawls, Connie Kincaid, HDDA Executive Director, May 19, September 15, and October 28, 2016, 4:00 p.m. to 9:00 p.m., Union Square, 3rd Street NW, 2nd Street NW, 1st Avenue NW, 1st Avenue SW, 2nd Street SW, and Government Avenue SW. **(Exhibit VIII.B.)**

C. Approval of Temporary and Permanent Easements with Piedmont Natural Gas on City-Owned Property Located Off of Dietz Road. **(Exhibit VIII.C.)**

The City owns multiple properties located off of Dietz Road near the River Road interchange on US 321. Piedmont Natural Gas has a sizable transmission easement and two gas lines running through the property. Piedmont Natural Gas is working on a project to upgrade the existing lines and construct a new line in the easement. This requires an additional 2.051 acres be added to the existing 3.722 acre easement. An additional 1.108 acres of temporary easement will be required during the construction process. Staff has researched easement prices and spoken with professionals involved in real

estate and feels that the price offered by Piedmont Natural Gas of $7,200 for the permanent easement and $1,600 for the temporary easement is fair. The easement prices are based on 50 percent of the total value for the permanent easement and 20 percent of the total value for the temporary easement. Staff recommends City Council approve the temporary and permanent easements with Piedmont Natural Gas on City-owned property.

D. Approval of Revisions to the Vacant Building Revitalization Grant Program. **(Exhibit VIII.D.)**

In the 2015 session the North Carolina General Assembly approved some revisions to the State Economic Development Law (NCGS §158-7.1). The revisions clarified the procedural requirements for cities that make expenditures under that part. The City has used this section as the authority for its Vacant Building Grant Program since its inception in 2008. The statute now requires that the City hold a public hearing prior to expending funds under the authority. The revisions to the guidelines outline the required procedures to keep the City's policy consistent with the new law. Another change removes the requirement for a Phase 1 Environmental Site Assessment prior to application for funding. Since the City no longer has funding from the EPA to conduct these assessments, this requirement is no longer practical as it creates an additional required cost to the owner that may not be required by their financing institution. Staff recommends Council approve the proposed revisions to the Vacant Building Revitalization Grant Program.

E. Acceptance of the Offer to Purchase City-Owned Property Located at 159 12th Street Court SE in the Amount of $81,000. **(Exhibit VIII.E.)**

Community Development Block Grant (CDBG) funds were used to purchase and rehabilitate the home located at 159 12th Street Court SE. Because the property was purchased and renovated with CDBG housing rehabilitation and purchase program funds, the property must be sold to a low or moderate income buyer and who will occupy the home as a principal residence. Staff has received an offer on the property for $81,000, which is slightly above the asking price of $79,900. However, the buyer is asking for the $4,000 in closing cost assistance. This will help reduce the out of pocket expense for the buyer. The property has been listed for sale with Hickory Real Estate Group since July 2015. Staff feels that this offer is fair in light of the income and owner occupancy restrictions on the home. Since the home is being sold to an income eligible buyer as affordable housing, NCGS §157-9 authorizes the City to sell the property without using a competitive sale or upset bid process. The competitive sale requirement would be incompatible with the income and ownership restrictions that are necessary due to the use of CDBG funds to purchase and rehabilitate the property. Staff recommends acceptance of the offer to purchase City-owned property at 159 12th Street Court SE.

F. Budget Ordinance Amendment Number 18. **(Exhibit VIII.F.)**

1. *To accept as revenue a $293 insurance claim payment from GB-Downers Grove/National LIA and appropriate the same into Maintenance & Repair of Vehicles for the Hickory Police Department. Payment was received due to vehicle damage sustained on January 18, 2016.*
2. *To appropriate $16,793 of Federal Department of Justice funds to purchase, train, and deploy a K9 into service for the Hickory Police Department. Former K9 Bachak retired in 2015, and the Hickory Police Department will use the funds to purchase the new canine and train the officer who will be the canine handler. This will include a six week school where the handler will be working directly with the canine.*
3. *To appropriate $3,971 of NC Unauthorized Substances tax funds for the purchase of supplies for the DARE program conducted in the Hickory School System. Funds will be used to purchase DARE shirts, DARE workbooks, and items used in training and for graduation of students from the DARE program.*

IX. Items Removed from Consent Agenda

X. Informational Item

A. Report of City Manager Mick Berry's travel to the NC City and County Management Seminar, February 3-5, 2016, Durham, North Carolina, (Meals and Lodging - $322.56; Registration Fee - $335; Mileage Reimbursement - $183.43). **(Exhibit X.A.)**

XI. New Business:

A. Public Hearings

1. Consideration of an Ordinance to Restrict Un-Muffled Engine Noise within the City of Hickory Limits. **(Exhibit XI.A.1.)**

Un-muffled engine noise is a concern for citizens, especially those who live near the interchange of I-40 and US Hwy 321 particularly at night. Large trucks exiting the interstate use their engine to slow them down in an inappropriate manner in lieu of using their braking systems properly. The noise caused by using this method is loud and disturbing to nearby property owners creating noise pollution. The City of Hickory Traffic Division has worked closely with NCDOT to follow guidelines in order to restrict un-muffled engine noise. Steps are being taken to get the appropriate signage in place as soon as the ordinance is passed. Staff recommends Council consider adopting the ordinance regarding un-muffled engine noise.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on February 19, 2016.

B. Departmental Reports:

1. Appointments to Boards and Commissions

COMMUNITY RELATIONS COUNCIL
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Other Minority VACANT
Other Minority VACANT

Alderman Guess to nominate Mike Ashabi to Community Relations Council, Other Minority Representative.

HICKORY REGIONAL PLANNING COMMISSION
(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)
(Appointed by City Council)
Burke County (Mayor to Nominate) VACANT Since 8-6-2008
Brookford (Mayor to Nominate) VACANT Since 6-2006

INTERNATIONAL COUNCIL
(Appointed by Mayor with the Concurrence of City Council)
(7) Positions VACANT

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

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

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

C. Presentation of Petitions and Requests

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

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

XIV. Adjournment

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

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

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

Priority # 1

BOARDS AND COMMISSIONS WORKPLAN

Page: 1 of 1

-1- Board/Commission Objectives	-2- Financial Input	-3- Community Impact	-4- Alternatives
Tasks 1) **Vacant Building Grant & Other Business Funding Ideas**: Review any vacant grant or business funding idea brought to the committee; 2) **Development and Permitting:** provide a stronger support system for the business community by keeping a pulse in the new project management and permitting system through quarterly surveys and through Catawba County Chamber of Commerce's survey from privilege license activity; **Strategies** 3) **Creative Business Space:** research and bring forth new creative business opportunities and ideas using existing spaces to help facilitate startup/entrepreneur businesses; 4) **Innovative City Incentives:** a) Competitive Intelligence: Research innovative approaches other communities are using with annual report/update from City staff and the Catawba County Economic Development Corporation (EDC) in the first quarter of the fiscal year; b) Business Start-Up Grant / CDBG Microenterprise Grant 5) **Solicitation of Community Ideas:** a) Host Forum with New Businesses b) Creation of Business Community Forum 6) **Recognition of Businesses Programs:** Needs revision a) Celebrating established businesses who have made great strides over the years and impacted the community b) Recognizing new businesses at the 1,5, & 10 year marks 7) **Internships / Mentoring**: monitor and support activity from Innovate Catawba along with partnerships with CVCC to promote business entrepreneurship programs in conjunction with the City of Hickory Possible Future Objective 8) **Business Promotion Event**: help support a "premier" local event (furniture design, etc.) or support and monitor similar activity in the community 9) **Peer Networking**: develop a framework for industry peer groups ("guilds"), promote that framework on City's communication channels	1. As funds are available/approved by City Council; Up to $20,000 or 15% of eligible project costs (whichever is less); Grants for demolition are available at a maximum of 35% of demolition and site restoration costs up to a maximum of $15,000 (Up to $100,000 for Vacant Building Revitalization Grants*) 2. None 3. $1,000 4. (a) None (b) $1,140 / $10,000 from CDBG funds 5. (a) None (b) $ _____ (Undetermined at this time) 6. (a) $1,000 (450.00 per year, awards) (b) None 7. None 8. $_____ (Undetermined at this time) 9. None TOTAL: $113,140*	1. Allow citizens to submit requests for grants for funding assistance for business operations. 2. Allows community more opportunities to communicate on business development processes. 3. Develops stronger relationships with startup / entrepreneur businesses. 4. When applicable, provide community more opportunities to obtain financial assistance and allow local business owners with more knowledge about where they can receive financial assistance. 5. Work with the business community to engage in ideas, strategies, and resources with the BDC and other area partners. 6. Develops stronger relationships between existing businesses and new businesses while aiming to keep business partnerships local as opposed to out of the area. 7. Allows students the opportunity to learn more about local businesses, professional development and strengthen the community. 8. Provides a greater visibility and engagement with the City's brand and in keeping with brand print recommendations. 9. Allows local businesses to better market themselves online & promote business activity	

Group Name: **Business Development Committee** **Chairperson: Jeff Hale** **Date: February 9, 2016**

BOARDS AND COMMISSIONS WORKPLAN

- 1 - Board/Commission Objectives	- 2 - Financial Input	- 3 - Community Impact	- 4- Alternatives
1. To represent citizens in planning, assessing, and reviewing the Community Development Block Grant (CDBG) program and utilization of HOME funds, North Carolina Housing Finance Agency funds, or any other community-development based funding the City of Hickory may receive through the Community Development Department.		To provide services and programs to stimulate the development of affordable housing for low- and moderate-income families located in distressed neighborhoods within the City.	
2. Recommend loan applications to City Council for various housing-related programs offered to low and moderate income families within the City of Hickory, including renovation of existing homes through the City's housing rehabilitation programs.	CDBG entitlement funds, rental rehabilitation program income, NC Housing Finance Agency funds, and other funds as they become available.	To provide affordable low-interest housing loans to renovate existing sub-standard housing for low- and moderate-income homeowners using available funding.	
3. Continue to investigate options for redevelopment of City owned property as affordable housing.	Funding from CDBG entitlement funds, North Carolina Housing Finance Agency, local financial institutions, Self Help Credit Union.	To stimulate the development of new affordable housing. Low- to moderate-income families within the City of Hickory will be recipients of loans using available funding.	
4. To provide funding for infrastructure and public facility improvements in low to moderate income neighborhoods.	CDBG entitlement funds	Help achieve CDBG goal of creating suitable living environments.	

Group Name: Citizens' Advisory Committee **Chairperson:** Mark Huggins **Date:** February 4, 2016

Community Appearance Commission Work Plan 2016-2017

-1- Board/Commission Objectives	-2- Financial Impact	-3- Community Impact	-4- Alternatives
Community Revitalization: 1. Continue the Community Appearance Grant program. 2. Continue the Landscape Incentive Grant program. Continue efforts to encourage community improvements and renovations. Continue with incentives for a public/private partnership for landscape and façade improvements in the city.	1. Continue the Community Appearance Grant program $30,000.00. 2. Continue with the Landscape Incentive Grant program $10,000.00 Use of existing staff, equipment, and capital budget.	Both grants help implement City Council goals. The Community Appearance Grant provides incentive to upgrade private properties in the commercial revitalization area. The Landscape Grant works to improve areas across the city. Improvements made through both grant programs have encouraged others to make improvements.	If not funded, there is a lost opportunity for public/private partnership that would benefit all. Business owners may not invest in the appearance of their business.
Continue the Saturday litter pick-up program which takes positive action towards improving the appearance of the City of Hickory.	Cost: $10,000.00 Use of existing staff, equipment and capital budget	This cost effective program augments existing efforts by the city to clean up litter. The community impact has been positive as areas around the city are cleaned of litter. Litter pick up is conducted by a number of community service workers and the funds are set-aside for the guards overseeing these crews.	The City's litter pick-up efforts would not be augmented by this program.
Promote the benefits of trees to the Community and meet a Tree City, USA requirement by holding an Arbor Day celebration.	Cost: $500.00	The planting of trees provides be environmental and aesthetic benefits to the community. Tree City USA status helps the city obtain grants from the forestry council.	Have no celebration for Arbor Day; ineligible for the Tree City USA program.

Chairperson/Liaison: Andrew Straw (Chair) / Cal Overby (Liaison)

Date: January 25, 2016

Community Appearance Commission Work Plan 2016-2017

-1- Board/Commission Objectives	-2- Financial Impact	-3- Community Impact	-4- Alternatives
Provide public education regarding litter reduction.	Cost: $300.00	This money will be used to increase awareness among children and young adults and/or donated to Keep Catawba County Beautiful.	Education is necessary to remind people of the need for litter control and its impact on the City's image.
Beautification Awards help recognize citizens that contribute to the city through landscaping and building improvements.	Cost: $500.00	The beautification awards provide positive reinforcement to the citizens by recognizing their efforts.	Provide no recognition to the beautification efforts of the citizens.
Budget Total	**$51,300.00**		

Chairperson/Liaison: Andrew Straw (Chair) / Cal Overby (Liaison)

Date: January 25, 2016

Cameron McHargue

From: Cal Overby
Sent: Tuesday, January 26, 2016 9:56 AM
To: Cameron McHargue
Cc: Brian Frazier
Subject: FY 16 /17 Community Appearance Commission Budget & Workplan
Attachments: CAC Requested Budget for FY 2016-2017.doc; Community Appearance Commission FY16-17 Workplan.doc

Cameron:

Please find attached copies of the Community Appearance Commission's FY 16 / 17 recommended budget and workplan. The budget amount is unchanged from last year (FY 15 / 16), but the Commission is recommending moving some funds around. The funds being moved are not grant or litter contract line items, which account for bulk of their budget ($50,000). The remainder of their budget is $1,300, and is allocated to three tasks. This is how the shift looks:

	FY 15 / 16	FY 16 /17
1. Community Appearance Grants	$30,000	$30,000
2. Landscape Incentive Grants	$10,000	$10,000
3. Litter Contracts	$10,000	$10,000
4. Arbor Day	$700	$500
5. Litter Education	$500	$300
6. Beautification Awards	$100	$500
TOTALS	**$51,300**	**$51,300**

Let me know if you have any questions.

Best regards,

Cal Overby, AICP
Principal Planner
City of Hickory
P.O. Box 398
Hickory, NC 28603
Phone: 828.323.7487
Fax: 828.323.7476
coverby@hickorync.gov

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COMMUNITY APPEARANCE COMMISSION
FY 2016-2017 BUDGET

Budget Item	Requested Amount
Community Appearance Grant	$30,000
Landscape Incentive Grant	$10,000
Litter Contracts	$10,000
Arbor Day Celebration	$500
Litter Education	$300
Beautification Awards	$500
Total Requested	**$51,300**

COMMUNITY RELATIONS COUNCIL WORKPLAN FOR FY2016-2017 Page 1 of 4

-1- CRC OBJECTIVE	-2- FINANCIAL IMPACT	-3- COMMUNITY IMPACT	-4- ALTERNATIVES
• Maintain the CRC Grant Program whereby the CRC can facilitate positive relationships among constituencies by providing grant resources to private non- profit groups or public agencies. These groups will network people of good will and improve communications and cooperation in the solution of human relations problems. • In the Fall, grants will be accepted in August so recommendations can be formulated in October. In the Spring, grants will be accepted in January so recommendations can be determined in March. The CRC will continue to request enough information to get a full understanding of the activities of the requesting organizations. A statement of assurances and a contract will continue to be used for all grantees to sign. • In a continued effort to increase the community's awareness of the CRC's mission and goals, agencies receiving grants will be asked to: 1. Note in the application how their project fits into the mission of the CRC and how it helps promote positive human relations, with focus primarily being on City of Hickory residents; and, 2. Note how any prior grants received were used to meet the agency's objectives, particularly regarding any long term positive impact, educational benefit, or personal growth of individuals; and, 3. To recognize the City of Hickory and the CRC in all promotional materials and in the press whenever feasible.	Use of existing staff time, equipment, operating or capital budgets: • Staff will develop promotional material and publicize the program. • Finance Department will disperse and audit funds. • Staff time for the CRC liaison to advertise and process applications and notifications **Total cost: $ 12,400.00** Funding Source: General Fund	How this objective meets a Council Goal: • Grant Program aids in forging partnerships with the community to accomplish goals. • Grant recipients are asked to assist CRC by promoting and attending CRC events and programs. • Who benefits and how: • Target groups who are identified by the CRC as needing special intervention in promoting positive human relations. • Individuals who live, grow up or work in the community who grow as a result of a CRC grant. Relationship with other ongoing or projected City activities: • Coordination with other Boards and Commissions. • Coordination with local non-profit agencies.	Alternatives: • Continue the CRC's part-time, volunteer coordination of human relations activities and the various community groups and City Departments who are involved directly or indirectly with same. Consequences if objective is not accomplished by City Council: • Lack of legitimate coordination and lack of other initiatives.

Total FY 2016-2017 CRC Work Plan Request: $ 17,000.00

COMMUNITY RELATIONS COUNCIL WORKPLAN FOR FY2016-2017 Page 2 of 4

-1- CRC OBJECTIVE	-2- FINANCIAL IMPACT	-3- COMMUNITY IMPACT	-4- ALTERNATIVES
• Sponsor a multi-cultural oriented community relations event designed to attract a wide range of interested citizenry, and to recognize, with awards, individuals and groups who have accomplished exemplary human relations tasks in previous years. • Explore an event such as a concert, fair, workshop/seminars, and/or banquet to encourage youth and diverse audiences to attend. • Partner with other City boards and commissions on projects that fit the CRC goals and mission.	Use of existing staff time, equipment, operating, or capital budgets: • Staff will assist in promoting the event via news releases and other notifications to civic clubs and community groups. **Total cost: $2,500** Funding Source: General Fund Projected cost escalation: • As the event gains in community popularity, there is the possibility that the cost of the event will escalate proportionally.	How this objective meets a Council goal: • The event aids in establishing relationships within the community and provides those making efforts to promote positive community relations among culturally diverse groups to be recognized. Who benefits and how: • The community at large benefits by greater awareness. Recognized individuals/groups receive a public incentive to continue their human relations effort.	Alternative: • Give awards at a special meeting for that purpose. Consequences if objective not accomplished by City Council: • No public recognition of individual/groups who perform exemplary human relations tasks.

Total FY 2016-2017 CRC Work Plan Request: $ 17,000.00

COMMUNITY RELATIONS COUNCIL WORKPLAN FOR FY2016-2017 Page 3 of 4

-1- CRC OBJECTIVE	-2- FINANCIAL IMPACT	-3- COMMUNITY IMPACT	-4- ALTERNATIVES
• Encourage CRC membership to seek out free training opportunities to further develop the skills of the CRC membership. • Work with other local agencies offering training in the human relations area. • Plan and hold a CRC retreat in FY15-16 to train and further develop skills and abilities of the members.	Use of existing staff time, equipment and operating budgets: • Staff time to make arrangements for travel Total cost: **$1,250.00** Funding Source: General Fund Projected cost escalation: • Cost of professional facilitation services may change depending on scope of work.	How this objective meets a Council goal: • Increases the effectiveness of the CRC Who benefits and how: • Community benefits through educated CRC membership and staff.	Alternatives: • Do not encourage training by members Consequences if the objectives are not accomplished by City Council: • No training will lead to a commission who are uninformed on current human relations related issues • No update of the CRC's mission will lead to an antiquated CRC role and mission

Total FY 2016-2017 CRC Work Plan Request: $ 17,000.00

COMMUNITY RELATIONS COUNCIL WORKPLAN FOR FY2016-2017 Page 4 of 4

-1- CRC OBJECTIVE	-2- FINANCIAL IMPACT	-3- COMMUNITY IMPACT	-4- ALTERNATIVES
• To expand CRC outreach efforts and increase CRC visibility through meetings with neighborhoods and other community support groups. Expand outreach to the differently-abled community • Sponsor another community movie night /documentary featuring a topic pertinent to diversity and encourage attendees to bring canned goods to be donated to local charities • Continue community meetings by meeting in libraries, churches, community centers, and schools to make CRC more visible and accessible to the public. Work with community organizations to sponsor and host CRC meetings • Advertise meetings in a variety of community media. • Continue to focus on the needs of the immigrant communities	Use of existing time, equipment, operating, or capital budgets: • Additional staff time required to make meeting space arrangements **Total cost: $850.00** Projected cost escalation: N/A	How this objective meets a Council goal: • Helps support neighborhood focus and enhances the impact of the CRC as a City Council appointed board. Who benefits and how: • Neighborhoods and other community support groups who may be unaware of CRC efforts and services. Also, CRC members benefit from community input.	Alternative: • Keep meeting at Police Headquarters and invite groups to come to meetings. Consequences if objective is not approved: • Community groups will miss the opportunity to learn about and benefit from the mission of the CRC.

Total FY 2016-2017 CRC Work Plan Request: $ 17,000.00

Hickory International Council Work Plan
July 1, 2016 – June 30, 2017

	Objective	Financial Impact (budgeting request)	Community Impact	Alternatives
1	Plan and carry out the 14th Annual International Spring Fest (International Film Festival for Children 2017)	**$ 2,000** in addition to business donations and City in-kind services. Covers student poster awards, film and auditorium costs, advertising, and bussing the students to and from their schools.	Emphasize the national and international cultures. Educate our young children the value of international diversity. Involve over 5,000 students in school activities relating to the origin of the movies being screened.	No similar educational festival in the Unifour.
2	Co-sponsor 7th Annual PANGEA Model UN Green conference for middle and high school students (grades 6-12). This is another Hickory International Council link to the Greater Hickory educational institutions.	**$ 3,000** for major sponsorship of this event. Sponsorship will be used to cover conference technology, facilities, publicity, and awards.	**Community impact:** Participants take on the roles of diplomats to learn the means of global cooperation & effective international decision making, to discover the world of diplomacy, to explore current events on the international political scene, and to engage in the democratic process.	Someone else will take the lead and the HIC can be a supporting member. LRU may fill this role in the future.
3	7th Annual Folkmoot, USA community event (July 2017). This is the official International Folk Festival of NC coming to Hickory	**$ 3,500** in addition to ticket sales. Covers advertising, the differential cost of tickets, and any auditorium costs.	Emphasize the national and international cultures. Educate the community the value of international diversity.	No similar international festival in the Unifour.
4	Award grants to individuals and community organizations that provide programs supportive of the goals, purposes, and mission of the HIC.	**$ 1,500** for one or two awards as long as the total grant is less than 50% of the cost of the total project.	Solidify the International Council's commitment and involvement in the community.	Do not provide a grant but acknowledge such initiatives in public.
5	Community Connections: Collaborate with local agencies and organizations to share information such as international movies in collaboration with Footcandle Film Society.	**$ 1,500** for programming and publicity including membership to Footcandle Film Society, movie rentals, and theater fees.	Expose the community to different cultures, encourage newcomers to civic participation & action, and strengthen the social networks of the total community.	Support local educational institutions in some of their programming.
6	Community Conversations: Great Decisions Discussions. September/October 2017	**$ 1,000** Books, discussion materials, refreshments, and guest honoraria.	Engage the community in discussions over 8 weeks that cover the most important topics of the year relevant to the interests of the United States.	Collaborate with local agencies and educational institutions.
7	Christmas Concert (Romanian Baptist Church Choir along with various of their guests)	**$ 1,500** Choir guest fees, auditorium security charges, and stage decorations.	Involve the community in an international setting. Sing-a-along, enjoy international delicacies.	No alternative international Christmas concert in this area.

Total requested budget: $ 14,000

Hickory International Council
Chair: Hani Nassar
March 1, 2016

HIC work plan 2016-2017.docx

Hickory Regional Planning Commission / Board of Adjustment Work Plan 2016-2017

-1- Board/Commission Objectives	-2- Financial Impact	-3- Community Impact	-4- Alternatives
Complete 5-year review and update of the Hickory By Choice (HBC) 2030 Comprehensive Plan and Land Development Code	The process is staff and Commission driven. Any resources needed for the initiative will be provided through the Planning & Development Services Department's operational budget	The update will review the existing HBC 2030 Plan to ensure the objectives and strategies remain relevant to the City of Hickory and its residents. The accompanying review of the Land Development Code will examine what works and what has been problematic, and develop and recommend solutions to those areas where improvement is needed.	Allow the current HBC 2030 Plan and the Land Development Code to exist in their current states. This is done with the risk of falling behind on current trends and addressing regulatory standards that should be modified to assist in growth of the City's tax base and employment market.
Continue to expeditiously review petitions pertaining to Rezoning, Special Use Permit, Variances, Administrative Appeals and all other related items.	The Hickory Regional Planning Commission is statutorily obligated to review such petitions. The fees collected when applications for such items are submitted are used to off-set the costs of required legal advertising.	The timely review of these types of petitions aids in the introduction of new development within the City of Hickory. Petitions of this nature are indicative of growth, and benefits the local economy through the expansion of the City's tax base and job creation. The expeditious review of such petitions also work to create an atmosphere of a can do attitude between the City of Hickory, citizens, real estate developers, and the business community.	These types of petition are statutorily required to be reviewed. The City's only real effect on the process is the timeframe of their review. If the City chooses to take longer to review these petitions, economic growth may be negatively impacted.
Monitor the City's EPA Area-Wide Brownfield Planning Grant, and provide any assistance needed during the planning process.	The EPA Area-Wide Brownfield Panning Grant ($200,000) was awarded to the City to provide a long range Brownfield redevelopment plan for part of SW Hickory. The Planning Commission's participation in the process will not have a financial impact on the City's budget.	The EPA Area-Wide Brownfield Planning Grant provides the City with the opportunity to create a holistic and comprehensive approach to the redevelopment of suspected and identified brownfield sites along and around the US 70 SW corridor. The completed plan can be used as a tool in marketing properties in the area for clean-up and redevelopment.	Allow the planning process to unfold without any oversight or input. The Planning Commission is often a forum for residents to voice concerns and desires to the City. The lack of this forum may prevent valuable input that is needed to create a meaningful plan.

Chairperson/Liaison: Randall Mays (Chair) / Brian Frazier (Liaison)

Date: January 27, 2016

Hickory Regional Planning Commission / Board of Adjustment Work Plan 2016-2017

-1- Board/Commission Objectives	-2- Financial Impact	-3- Community Impact	-4- Alternatives
Continue to stay current on planning related issues by means of training provided by city staff or other qualified entities and organizations.	City staff typically provides training to the Planning Commission on new planning, development, and legal matters.	The training received by the Planning Commission aides the body in making sound, legal decisions regarding matters that come before it.	The only alternative would be to provide off-site training, or no training at all. The former would add additional cost, when training can be provided by staff at no cost. The latter could result in decisions lacking sound planning and legal grounds.
Provide direction to city staff regarding any upcoming long-range planning projects	The Planning Commission, as part of its general duties, provides City staff with directives regarding planning matters as circumstances arise.	City staff utilizes the direction of the Planning Commission identify planning initiatives needed to aid in the positive growth of the community.	The alternative would be that the Planning commission provides no direction at all. This would not be a wise approach. The Planning Commission, as an appointed body, receives much input and observations form the community that staff may not be able to receive.
Budget Total	**$0**		

Chairperson/Liaison: Randall Mays (Chair) / Brian Frazier (Liaison)

Date: January 27, 2016

City of Hickory Youth Council
Work Plan 2016-2017

Activity	Financial Impact	Community Impact
Learn about city departments, policies and initiatives. Hold at least three meetings per year at city facilities to learn more about city operations. Dinner will be served at these meetings.	$300 – Dinner and Supplies	The Youth Council will learn about city departments, policies and initiatives and be able to let fellow youth know about the city and answer any questions that their peers may have about the city.
Actively participate in the North Carolina State Youth Council and other programs to increase the knowledge and effectiveness of the Youth Council. These programs include conferences and special events offered by various state and national organizations.	$2,000 – Includes travel expenses for Youth Council members and chaperones.	The Youth Council will be able to keep abreast of current issues for Youth Councils across the country. In addition, they will be able to learn from the experiences of other Youth Councils.
Encourage and promote the use of Hickory Parks and Recreation Department youth-related programs. Promote programs and events by sponsored by Parks and Recreation and read and distribute the Leisure Pursuits newsletter to various organizations that involve youth. Adopt a Trail at a city park and hold a clean up at least once a year.	None	The Youth Council will be committed to promoting the use of city services, like the Parks and Recreation programs, to youth in the community.
Provide Team-Building and Leadership training to Youth Council Members Hold a Youth Council Retreat during the summer to provide team-building opportunities as well as leadership and facilitation training. Hold other team-building and leadership training events throughout the year	$300 for retreat, supplies, other training expenses, and outreach activities.	Youth Council Members are seen as leaders both in their schools and the community. Youth Council members also come from a number of different schools. The retreat will help members get to know one another better and function more efficiently as a group.
Continue to have Youth Council representatives serve on city boards and commissions. Representatives will give updates on what happened on the board and commission activities during regular Youth Council meetings.	None	In order for the Youth Council to provide thoughtful input on issues important to the youth of Hickory, the group needs to stay as current as possible with the issues affecting other boards and commissions.

City of Hickory Youth Council
Work Plan 2016-2017

Hold events that will involve fellow youth of the City. This could include events like the Youth Forum and Dialogue Circles where the Youth Council gathers together a diverse group of youth to ascertain their feelings on specific youth issues.	$400 - Includes marketing, supplies, food/drinks for certain events.	Encouraging youth to participate in city-wide events will help ensure that diverse viewpoints are heard.
Be aware of the fact that the Youth Council represents a diverse group of young people in Hickory, each with important and different perspectives on the issues that affect Hickory's youth. Partner with other boards, commissions and organizations that promote diversity, service and civic education. Examples may include, the Christmas Bureau, Bikes for Tykes, Animals for Alex, and the Cops for Tots program. Conduct additional service projects throughout the year. Assist with other communities forming Youth Councils.	$250 – Includes supplies for community outreach and other service events.	These projects will enhance communications between different groups, which helps everyone understand one another better. The service projects conducted by the Youth Council should provide direct benefits to the community in relation to the services provided.
Promote the Youth Council by participating in citywide events. Serve as ambassadors of the City and volunteer at events such as Oktoberfest and International Springfest, Hickory Holiday Parade, and other city events that need volunteers. Purchase T-shirts to keep an identity out in the community.	$350 T-Shirts	This will encourage more youth to get involved in positive programs and events.
Serve as role models for Hickory's youth.	None	Members of the Youth Council have a responsibility to conduct themselves in a mature manner. Their parents, teachers, principals, and the Hickory City Council expect nothing less.
	Total: $3,600	

Historic Preservation Commission Work Plan 2016-2017

-1- Board/Commission Objectives	-2- Financial Impact	-3- Community Impact	-4- Alternatives
Administer the Historic Preservation program: • Review applications for Certificates of Appropriateness. • Review nominations to the National Register of Historic Places. • Make recommendations on new historic districts or landmarks. • Attendance at training conferences for commission members and staff	Operating costs, outreach materials, supplies membership fees, and subscriptions are budgeted at **$1,600.** Advertising costs for public hearings are budgeted at **$2,000.** Training conference attendance, travel and accommodations is estimated to cost **$1,500** for two members and staff to attend one workshop.	This objective ensures that locally designated historic districts and landmarks are protected from unmanaged change. Attendance at training seminars will allow commissioners and staff to stay on top of best practices in the field of historic preservation.	If this objective is not accomplished, the Land Development Code is not being enforced. Review of Nominations to the National Register of Historic Places is a requirement of the Certified Local Government Program. Commission and staff member training is also a requirement of the Certified Local Government Program.
Continue to implement a phased historic plaque program for historic properties. Purchase additional signage to identify historic districts.	Under the program, the City will continue to partner with the Hickory Landmarks Society to pay half the cost of ordering a bronze plaque for historic properties. The program would be funded at **$3,500.** This will allow the city to fund the plaque program on a first come first served basis. The commission also plans to continue the purchase of new signage for the historic districts. This will include sign toppers for street signs in the districts and larger identification signs on major roads. This project will be phased as funds are available.	A number of properties have been listed on the National Register since the city last engaged in a plaque program. Recent updates to the city's architectural history also revealed some inconsistencies in existing plaques. A plaque program would identify historic properties in a consistent manner, which would assist the commission's outreach and educational efforts.	The city could provide specifications and ordering instructions for historic plaques and markers without sharing in the cost. A completely voluntary program would likely have significantly lower participation.

Chairperson: Larry Triplett

Date: March 1, 2016

Historic Preservation Commission Work Plan 2016-2017

-1- **Board/Commission Objectives**	-2- **Financial Impact**	-3- **Community Impact**	-4- **Alternatives**
Continue outreach and educational efforts to build support for historic preservation. • Increasing and updating the information available on the city's website. • Updating and creating informational brochures for developers and property owners. • Providing access to training and awareness programs for local professionals and property owners. • Create walking tour brochures and interactive online maps for each historic district. • Investigate opportunities for expansion of historic districts.	**$2,500** for outreach events and printed materials.	Community outreach and education is an important part of the success of the Historic Preservation Commission and their mission. It is important that property owners, design professionals, contractors, and developers know about the rights, responsibilities, and benefits related to historic preservation.	If this objective is not accomplished the Commission would miss the opportunity to publicize the economic and cultural benefits of preserving Hickory's past and involving the public in the process. Educational and informational materials are necessary to provide historic property owners with up to date information regarding preservation and rehabilitation techniques.
Budget Total	**$11,100**		

Chairperson: Larry Triplett

Date: March 1, 2016

Hickory Public Library
Advisory Board Work Plan
2016-2017

Board/Commission objectives	Financial Input	Community Impact	Alternatives
1. Each board member will participate in a minimum of two specific volunteer activities related to library programming or operations.	None	Volunteering provides an opportunity for board members to learn more about library services and promote the library to the community.	Board members and community will be less informed of library services
2. Board will contribute at least one article about the library to the *Hickory Daily Record*; write one article or book review for the Friends of the Library quarterly newsletter; speak to the Neighborhood College and Leadership Catawba groups during library visits; and make at least one appearance on WHKY's **First Talk** program to promote the library.	None	Board contributions to ongoing publicity enhances publicity by offering a patron's perspective.	Less knowledge in community of library services
3. Board will advocate for public library issues with state legislators, the State Library, and local funders and assist with legislative events at the library.	None	Additional funding and other support will result in better library services.	Lack of state and local support will adversely impact library service.
4. Board will assist library staff and Friends of the Library as needed to plan and conduct author visits and other programs throughout the year, including the L-R Visiting Writers Series collaboration and "community read" events.	None	Board involvement helps the library maximize the financial investment involved in bringing well-known authors to Hickory. Additional programs and community collaborations will attract new library customers and raise visibility of the library in the community.	Fewer programs; less impact of author visit
5. Board will assist with an effort to solicit donations to the library's endowment during National Library Week in April.	None	Contributions to the Endowment are an investment in the future of the library and help ensure annual income distributions to supplement budget.	Less funding for innovative services, programs and facility enhancement
6. Board will review the Library's new strategic plan quarterly to ensure that goals and objectives are being met.	None	Board involvement is essential to ensure future library services are relevant and effective in meeting needs of the community.	Less effective board member

Adopted by Library Advisory Board January 14, 2016
Approved by City Council

BOARDS AND COMMISSIONS WORKPLAN

BOARD/COMMISSION OBJECTIVES	FINANCIAL INPUT	COMMUNITY IMPACT	ALTERNATIVES
Strongly emphasize the Parks and Recreation Department's plans and efforts to renovate and upgrade existing recreation facilities and buildings.	The following facility improvement projects, with estimated costs, have been identified: • ~~Hickory Optimist Park Phase I Improvements~~ ~~$208,740~~ • ~~Brown Penn Senior Center Roof Replacement~~ ~~$ 12,000~~ • ~~Kiwanis Park Ballfield Fence Replacement~~ ~~$ 23,100~~ • Restroom Facility at Southside Heights Park $ 92,000 • Additional Parking at Hilton Park $177,450 • Hickory Optimist Park Phase II Improvements $340,000 • Parking Lot Repaving at Civitan Park $ 48,600 • Paved Trail Resurfacing at Hilton Park $ 33,600 • Restroom Facility Replacement at Fairbrook Optimist Park $100,000 • Civitan Park Ballfield Fence Replacement $ 34,000 • Paved Trail Resurfacing at Henry Fork Park $ 50,400 • Tennis Court Resurfacing at Westmont Recreation Center $ 24,000 • Parking Lot Repaving at Fairbrook Optimist Park $ 53,500	The estimated cost of these parks and recreation facility improvements total $953,550.00. These improvements have been identified in the Parks and Recreation Department's five (5) year Capital Improvement Program (CIP). All of the identified improvements and upgrades are within recreation facilities that are 15+ years of age. These improvements will extend the useful life of these parks and will increase their usage by the citizens who utilize them.	None

GROUP NAME: PARKS AND RECREATION COMMISSION CHAIRPERSON: LLOYD COLEY DATE: FEBRUARY 9, 2016

Availability of funds and budget approval ultimately determines schedules of individual projects.

BOARDS AND COMMISSIONS WORKPLAN

BOARD/COMMISSION OBJECTIVES	FINANCIAL INPUT	COMMUNITY IMPACT	ALTERNATIVES
Continue to pursue collaborative public/private partnerships to upgrade and improve Hickory's parks and recreation services. Place special emphasis and focus on the following initiatives: __Proposed improvements to Rotary-Geitner Park by the Robert Lackey Family. __ Proposed tennis complex improvements at Hickory City Park by the Greater Hickory Tennis Association. __ Friends of Hickory's proposed downtown park. __ Kiwanis Park Splash Pad	The Robert Lackey Family proposes to privately fund significant improvements to the existing Rotary-Geitner Park. These improvements include a conservatory, memorial garden, lake house, tree canopy walk and event dock. The total project cost has not yet been determined. The Greater Hickory Tennis Association has agreed to contribute a minimum of $125,000 towards tennis complex improvements at Hickory City Park. The City of Hickory's maximum financial commitment to the project is $449,200. The Friends of Hickory group is proposing to privately fund the development of a park in downtown Hickory. The Friends of Hickory have received approximately $535,000 in donations and pledges to date toward their project budget of $700,000. The Hickory Kiwanis Club and the Kiwanis Club of Western Catawba County have agreed, through a memorandum of understanding, to contribute a minimum of $100,000 towards the construction of a splash pad at Kiwanis Park. The City of Hickory has established a not to exceed budget of $300,000, with the City's maximum financial commitment to the project being $200,000.	Competing for success in the marketplace means creating places where workers, entrepreneurs, and businesses want to locate, invest and expand. Hickory has made significant investment in the public spaces over the years with parks, greenways, the SALT Block and in downtown. The City of Hickory recognizes the value of private non-profit groups providing recreation opportunities to a large number of city residents	None

GROUP NAME: PARKS AND RECREATION COMMISSION CHAIRPERSON: LLOYD COLEY DATE: FEBRUARY 9, 2016

Availability of funds and budget approval ultimately determines schedules of individual projects.

BOARDS AND COMMISSIONS WORKPLAN

BOARD/COMMISSION OBJECTIVES	FINANCIAL INPUT	COMMUNITY IMPACT	ALTERNATIVES
Continue exploring the Parks and Recreation Commission's recommendation to pursue an aquatic recreation facility that would serve the entire Hickory community by researching funding mechanisms, locations, and infrastructures. Place special emphasis on the potential inclusion of splash pads/spray grounds into Hickory's parks system. Continue support of the City of Hickory's partnership with the Hickory Foundation YMCA to provide the opportunity for all city residents to participate in swim lessons.	Existing city staff time, as well as Parks and Recreation Commission time, will be spent investigating all funding mechanisms, locations and infrastructures. The City of Hickory pays the $40 registration fee for city residents to participate in the Hickory Foundation YMCA's swim lesson program.	The Parks and Recreation Commission took an active role in evaluating the options for providing public aquatic recreation opportunities and in meeting with citizens to gather public input. During the telephone survey, 86% (60% very, 26% somewhat) said it was important for the City of Hickory to provide aquatic recreation opportunities to its citizens. Also 69% of those surveyed said the City of Hickory needs aquatic facilities owned and operated by the City of Hickory. The Parks and Recreation Commission recommended to City Council that the City of Hickory should provide an aquatic recreation facility for its citizens, and it should serve the entire community. City Council accepted the recommendation and asked the Parks and Recreation Commission to include the recommendation in their work plan. Since the swim program partnership began with the Hickory Foundation YMCA in 2009, 2,223 city residents have participated in swim lessons.	None

GROUP NAME: PARKS AND RECREATION COMMISSION CHAIRPERSON: LLOYD COLEY DATE: FEBRUARY 9, 2016

Availability of funds and budget approval ultimately determines schedules of individual projects.

BOARDS AND COMMISSIONS WORKPLAN

BOARD/COMMISSION OBJECTIVES	FINANCIAL INPUT	COMMUNITY IMPACT	ALTERNATIVES
Support completion of the Sandy Pines Park master site plan as recommended in the 1997 Parks and Recreation Master Plan, the 2010 Parks and Recreation Needs Assessment and endorsed by Hickory By Choice.	Funding was available in FY 2001-2002 to complete the site plan but funding was frozen at that time due to state revenue shortfalls. With the proposed mixed use development of the Cloninger Mill property, staff had recommended that revenues generated from sale of the residential lots be used to fund completion of the master site plan for Sandy Pines. The estimated cost for the master site plan is $39,000. Development of the park has been identified in the Parks and Recreation Department's five (5) year Capital Improvements Program (CIP) plan.	The 1997 Parks and Recreation Master Plan states that "...an additional neighborhood park is needed in the northeast quadrant of the city to serve newly annexed areas. The city has acquired a 13 acre tract at Sandy pines which should be developed as a neighborhood park...it is likely this site will be needed within the next 10 – 15 years". The 2010 Parks and Recreation Facilities Needs Assessment states that"...maintaining the 1997 criteria for neighborhood park development (2.5 acres/1,000 population) results in a current need for 125 acres of neighborhood park land by 2020...or two additional neighborhood parks. Looking at a map of existing neighborhood parks, it is apparent that several neighborhood parks would be well served in the northeast quadrant of the city...typically neighborhood parks have a half mile service radius, locating them one mile apart. One obvious location for a new neighborhood park is the city land located in the Sandy Pines area...".	The only alternative is to delay the planning and development of the proposed park. City residents would continue to utilize existing parks.

GROUP NAME: PARKS AND RECREATION COMMISSION CHAIRPERSON: LLOYD COLEY DATE: FEBRUARY 9, 2016

Availability of funds and budget approval ultimately determines schedules of individual projects.

BOARDS AND COMMISSIONS WORKPLAN

BOARD/COMMISSION OBJECTIVES	FINANCIAL INPUT	COMMUNITY IMPACT	ALTERNATIVES
Support the development of the future Cloninger Mill Park as recommended by the approved park master site plan.	The City of Hickory contracted with Alfred Benesch and Company in FY 2008 – 2009 to develop a park master site plan for the Cloninger Mill property. Hickory City Council accepted the master site plan for Cloninger Mill Park in March 2009. Preliminary cost estimates for park development totaled $2.9 million in 2009. Park development can occur in a phased process. Grant funding would be solicited to assist in funding the project. In 2015, North Carolina Outward Bound donated $900,000 to allow the 10 acre commercial tract to remain as part of the park. Alfred Benesch and Company was again contracted to update the 2009 master site plan to incorporate the additional 10 acres into the park. The preliminary updated master plan was presented to the Parks and Recreation Commission in December 2015 with the final master plan being presented in January 2016. The new,updated cost estimates total $3,928,004.00. Development of Cloninger Mill Park has been identified in the Parks and Recreation Department's five (5) year capital improvement program (CIP).	The 1979 Recreation and Parks Master Plan states that"...one of Hickory's greatest needs is to provide open space and relatively undeveloped areas where the fairly simple forms of outdoor recreation can take place. The lack of access to Lake Hickory is a major deficiency. The Cloninger Mill property should be reserved for long range future use...The Cloninger Mill property will become a very significant park of the city's open space system in the next decade, and it should by all means be reserved for recreation purposes." The 2010 Parks and Recreation Facilities Needs Assessment states that"...there is a current need for 25 acres of additional community park land in the city; by 2020 that need increases to 50 acres. At a size of 50 acres per park, this standard would indicate one additional community park is needed. The City already has the land needed to meet this need for an additional community park at its Cloninger Mill site in the northeast portion of the city...".	The only alternative would be to delay the planning and development of the park. City residents would continue to utilize existing parks.

GROUP NAME: PARKS AND RECREATION COMMISSION CHAIRPERSON: LLOYD COLEY DATE: FEBRUARY 9, 2016

Availability of funds and budget approval ultimately determines schedules of individual projects.

Priority #1

BOARDS AND COMMISSIONS WORKPLAN

-1- Board/Commission Objectives	-2- Financial Input	-3- Community Impact	-4- Alternatives
Administer the Public Art Program 1. Continue Public Art Program. a. Sculpture Project	Use of existing staff and equipment. Acquisitioning sculptures to place on the Art Walk or in other public buildings or spaces. $16,000.00	These are Council goals. Who benefits and how: The community will benefit from an aesthetic viewpoint and feeling of community vision. The Sculpture Project will engage the community. The community and visitors benefit from Public Art. Public art can be an important tool in economic development.	Alternative: Consequences if not accomplished: The city will miss the opportunity to showcase itself as a cultural center. Quality of life. Opportunities for economic growth may decline if quality of life factors are not enhanced. Cultural amenities are important to companies when looking at relocation or expansion

Group Name: Public Art Commission **Chairperson: Mr. Todd Hefner** **Date: February 11, 2016**

Priority #2

BOARDS AND COMMISSIONS WORKPLAN

-1- Board/Commission Objectives	-2- Financial Input	-3- Community Impact	-4- Alternatives
Provide outreach and educational efforts to build support for public art. Some of the Commission's initiatives include:	Training conference attendance, travel and accommodations as well as subscriptions are estimated to cost $500.00.	Education is important to the success of the Public Art Program. If the public understands the benefit of Public Art to quality of life, the program will enhance the city's cultural status.	If this objective is not realized the commission may fail in its effort to implement goals.
• Art Walk Brochure Development	Printing of Art Walk Brochure. $2,000.00	Impacts of cultural heritage tourism have yet to be experienced by the city. Working with other artist groups provides the city with the opportunity to increase cultural exposure while minimizing expenditures.	The City of Hickory will not be able to compete with other cities in quality of life.
• Public Art Website	Continue the enhancement of the Public Art Website, utilizing existing staff.	Enhancement of the website will allow citizens to see many of the works of art existing throughout the city.	

Group Name: Public Art Commission **Chairperson: Mr. Todd Hefner** **Date: February 11, 2016**

Priority # 3

BOARDS AND COMMISSIONS WORKPLAN

-1- Board/Commission Objectives	-2- Financial Input	-3- Community Impact	-4- Alternatives
Provide for continuous maintenance of existing art work.	No additional staff or equipment 1. $4,000 **TOTAL BUDGET REQUEST=** **$22,500.00**	The gateways to the City would benefit from public art. It is important that the first view that visitors will see when they arrive in Hickory is a pleasant one. The 80+ pieces of artwork (the majority of which are outside) in the city means that continuing maintenance is needed to ensure that the art work is well cared for.	If this objective is not realized the commission may fail in its effort to implement the City's goals. Substantial amounts of money have been expended on these pieces of art work and they need to be properly maintained.

Group Name: Public Art Commission **Chairperson: Mr. Todd Hefner** **Date: February 11, 2016**

Priority # 1

RECYCLING ADVISORY BOARD WORKPLAN

-1- RAB Objectives	-2- Financial Impact	-3- Community Impact	-4- Alternatives
The Board **will identify areas with low participation** in recycling and will implement methods to encourage participation in these areas. ▪ Continue to encourage recycling in multi-family complexes. ▪ Inform various civic clubs and neighborhood groups the RAB is available to attend meetings and present information on Waste Reduction and Recycling opportunities in Hickory.	Objective will be financed from the Solid Waste fund and/or other sources such as grants.	Fulfillment of this objective should motivate and educate those who may in the past have been unaware of the City's curbside recycling effort. This, in turn, should increase Hickory's recycling participation rate and revenues and reduce solid waste landfilled in accordance with North Carolina's and Catawba County's solid waste goals.	The Recycling Division can continue to educate in a general sense, but without proper education and motivation the effectiveness of the recycling program is limited.
▪ Continue to provide recycling information in Spanish, Hmong and English. ▪ Use Hispanic Radio, local Hispanic establishments and other locations frequented by many diverse people to further educate the residents of Hickory. For Example; the library, Hispanic stores and service providers to help get the information out. ▪ Continue to encourage recycling in the commercial waste sector. ▪ Provide information to commercial entities on available recycling options.	Should be minimal or no cost involved. We can use the printed materials we already have and the radio station has agreed to do some free public service announcements for the City of Hickory.	This outreach should increase our participation rate within the city and therefore increase the amount of material that is recycled.	

Group Name: Recycling Advisory Board

Chairperson: Norm Meres

Date: 1/08/2016

Priority # 2

RECYCLING ADVISORY BOARD WORKPLAN

-1- RAB Objectives	-2- Financial Impact	-3- Community Impact	-4- Alternatives
The Board will **publicize** the City's Single Stream Recycling program and **educate** the public about *other* waste reduction methods in the City of Hickory. ▪ Assist in planning for City functions to ensure facilities are available for recycling. ▪ Expand and improve recycling opportunities at City owned locations and facilities. ▪ Utilize existing City media to share information, such as website and water bills, and explore other types of media, such as Social Media. ▪ Encourage use of recycling ads by local media.	Objective will be financed from the Solid Waste fund and/or other sources such as grants.	This publicity will provide not only an opportunity to educate the public about waste reduction but will in fact help reduce the amount of recyclables thrown away.	Publicity can be provided by traditional news releases. However, more diverse contact is an effective way of reaching large numbers of the public in a short amount of time.
▪ Continue to produce video for use on the website showing how to properly dispose of waste and recycle, including not only plastics, etc, but yard waste as well.	There will be no cost associated with this project. We will use the Information Office's video camera and upload the images to our website, Facebook, etc.	This will help give a visual reference to the material which can be read on our website already.	
▪ Monitor the City of Hickory Sanitation's website for updated and relevant information			
▪ Promote Reuse locations located in the Unifour area. Develop a contact list that will be available to the public through the City's Sanitation website.		This will help the community by answering their questions and provide guidance in there efforts to be better stewards of the environment.	
Promote Recycling options for special materials in the Unifour area. Develop a contact list that will be available to the public through the City's Sanitation website.		This will help the community by answering their questions and provide guidance in there efforts to be better stewards of the environment.	

Group Name: Recycling Advisory Board

Chairperson: Norm Meres

Date: 1/08/2016

Priority #__3__ RECYCLING ADVISORY BOARD WORKPLAN Page: 3 of 5

-1- RAB Objectives	-2- Financial Impact	-3- Community Impact	-4- Alternatives
The Board will recommend opportunities to **expand the scope of the City's waste reduction efforts.**	Objective will be financed from the Solid Waste fund and/or other sources such as grants.	Fulfillment of this goal will help to keep Hickory a municipal leader in recycling and waste reduction efforts, by serving to improve the environment, increase the availability and convenience of recycling, and reduce cost associated with landfilling solid waste collected.	Waste reduction trends can continue to be set by Catawba County and private waste haulers.
▪ Encourage a buy recycle policy for the City departments, schools and businesses.			
▪ Encourage recycling participation at all City parks and City departments.			
▪ Sponsor and participate in an Earth Day Event.			
▪ Continue participation in the Household Hazardous Waste and Electronic Collection Events with Catawba County.	Cost is minimal since events are mostly sponsored by the county. (Solid Waste Fund)	It helps the community by allowing them an easy outlet to dispose of items that are currently banned or dangerous to landfill.	
▪ Explore collection of additional commodities, for example Construction Sites		This option will be addressed by Single Stream Recycling and the promotion of other recycling services that are available in the community such as Styrofoam, plastic bag, pallet, metal and other recyclable and reusable material.	
▪ Participate in River Clean Up Events	None. Recycling Advisory Board will promote this event and help coordinate a local site during this event.	Promotion of this event will help promote the issue of garbage and recyclables in our creeks, rivers and lakes.	
▪ Explore potential recycling options in Organics (Food Waste)	None.	Reduce the amount of waste going to the landfill by redirecting organic material and converting it into a usable fertilizer for use in the landscape	

Group Name: Recycling Advisory Board **Chairperson:** Norm Meres **Date:** 1/08/2016

Priority # 4

RECYCLING ADVISORY BOARD WORKPLAN

Page: 4 of 5

-1- RAB Objectives	-2- Financial Impact	-3- Community Impact	-4- Alternatives
The Board will promote a recycling and waste reduction **campaign aimed at Hickory's school students.** ▪ Work with school liaisons to implement recycling programs in public and private schools. ▪ Assist public educators to achieve state mandated environmental education objectives. ▪ Provide an educational play by a theatre group for all 4th grade classes in the Hickory City Schools.	Objective will be financed from the Solid Waste fund and/or other sources such as grants. Need to revitalize this effort to ensure we are starting to teach at an early age the value of being a wise steward of what we have been given. Funding source: Solid Waste Fund. **TOTAL COST: $3,000.00**	This initiative will provide an opportunity to educate school students about waste reduction and increase awareness of the importance of waste reduction for all residents of Hickory.	Education can be provided to school students in a general sense but a specific campaign will be more meaningful and have a greater impact on children.

Group Name: Recycling Advisory Board

Chairperson: Norm Meres

Date: 1/08/2016

Priority #__5__ RECYCLING ADVISORY BOARD WORKPLAN Page: 5 of 5

-1- RAB Objectives	-2- Financial Impact	-3- Community Impact	-4- Alternatives
The Board will continue to **review the City's solid waste ordinance** and determine if recommendations should be made on updating the ordinance. ▪ Continue to review and update the City's Scoop on Trash brochure. ▪ Explore implications of Single Stream Recycling on the Solid Waste Ordinance.	Objective will be financed from the Solid Waste fund and/or other sources such as grants.	This objective would serve to clarify the City's solid waste collection policy and to educate the public about Hickory's commitment to waste reduction.	The ordinance can remain as it is but a review by the Board would serve to update the City's policy and recommend changes that would promote waste reduction.
▪ Explore every other week garbage pick-up service due to Single Stream Recycling Program.	Positive impact by saving in collection cost due to reduced amount of pick-ups.	Cost savings by reducing fuel usage and necessary maintenance on service vehicles.	Continue to service residence on a weekly pick up schedule.

Group Name: Recycling Advisory Board Chairperson: Norm Meres Date: 1/08/2016

Priority # 1

BOARDS AND COMMISSIONS WORKPLAN

-1- Board/Commission Objectives	-2- Financial Input	-3- Community Impact	-4- Alternatives
1. **Event Partnerships** – strengthening the bond with Lenoir-Rhyne University students and Hickory residents by enhancing the collegiate atmosphere (i.e. Summer Movie Fest; Spring Event; etc.)	1. $5,200.00	1. Welcomes and engages students and young professionals with more collegiate and exciting atmosphere.	
2. **Business Partnerships & Programs** – promoting school pride throughout the community and increasing student body presence within the business community (i.e. LRU/UCC promotional stickers for businesses to advertise discounts to students; etc.)	2. $1,000.00	2. Allows students more financial opportunity to participate in local economic impact through retail stores and restaurants, etc.	
3. **Promotional & Marketing Products** – increasing the collegiate atmosphere and promoting school pride through marketing products and promotional items (i.e. t-shirts for freshmen and new transfer students; spring football promotional items; etc.)	3. $5,800.00 TOTAL: $12,000.00	3. Introduces and strengthens the since of school pride within the community to both students, the University, and the City residents.	

Group Name: University City Commission **Chairperson:** Ryan Edwards **Date:** February 9, 2016

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, February 16, 2016 at 7:00 p.m., with the following members present:

	Rudy Wright	
Brad Lail		Hank Guess
Vernon Tarlton	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, Governmental Affairs Manager Yaidee Fox, and City Clerk Debbie D. Miller

I. Mayor Wright called the meeting to order. All Council members were present.

II. Invocation by Rev. Susan Walker, Associate Pastor, Exodus Missionary Outreach Church

III. Pledge of Allegiance

IV. Special Presentations

A. Presentation by Community Groups Requesting Appropriations from the City Council during the Next Fiscal Year Beginning July 1, 2016.

The Council will not take action tonight. Action will be taken when the Council considers the City's annual budget in May or June. These presentations are made so Council Members can ask questions or make comments about the requests. Presenters will be allotted no more than five (5) minutes to make their presentations to Council.

Organization	Presentation By	Amount Requested
Catawba County Economic Development Corporation	Scott Millar	$151,976
Habitat for Humanity of Catawba Valley	Mitzi Gellman	$19,088
Hickory Downtown Development Association	Connie Kincaid	$50,000
Hickory Metro Convention & Visitors Bureau	Mandy Pitts and Bruce Eckard	$20,000
Safe Harbor Rescue Mission	Vicki Murray	$10,000
SALT Block Foundation	Michael Thomas	$100,000
United Arts Council of Catawba County	Vicki Martin	$40,143

Mr. Scott Millar, Catawba County Economic Development Corporation (EDC), advised Council that the EDC spent a significant amount of time this year working on some very positive outcomes, and also a headquarters opportunity that didn't turn out quite as positively as they had hoped. With Transportation Insight there had been changes to the whole area of the community, but there also was the whole area from Lenoir-Rhyne Boulevard with Lenoir-Rhyne's Health Sciences Facility that is going to provide many years of great opportunity and growth in there. The Blue Bloodhound project created almost 200 really high paying jobs in certain sectors in an IT field there. In the last couple of weeks he had been working with a company that is being displaced by all of these projects and that is looking around Hickory for other locations. That is providing expanded opportunities around the City. What City Council is desiring for growth within the City is occurring, and has been occurring. He felt that Council understood the value of good economic development. He requested $151,976. He advised that they would work with the City to try and make this opportunity payoff for many years to come. He asked City Council if they had any questions.

Mayor Wright asked what percentage of their total budget was covered by the City of Hickory.

Mr. Millar commented that it is approximately a quarter of it to keep in perspective. The County puts in 52 percent. The City of Hickory is the next largest. He advised that it is a convoluted factor but it takes in the entire tax base for the County by the municipalities as well as population. The City of Conover and City of Newton are in line, but Maiden had also moved up because of the Apple investment and they had moved up in their funding accordingly.

Ms. Mitzi Gellman, Habitat for Humanity of Catawba Valley, advised that their request was for funding for their sewer and water taps, as they had done for the past 25 years. She advised that their request of $19,088 was for eight sewer and water taps for new home construction. She commented that this is part of their older traditional program. The sewer and water taps will be located in the Northstone neighborhood off of Falling Creek Road. They recently celebrated the dedication of two homes in which Alderman Zagaroli attended. She presented a PowerPoint presentation and displayed photos of what the housing looked like in this neighborhood. This neighborhood will have 18 houses, 10 traditional Habitat homes, and 8 market rate homes. All of these homes will be called "net zero ready", which means they are extremely energy efficient. If they had a solar panel on

the top they would be able to live completely off of the grid based on the electricity that they would produce with the solar array on the houses. The houses they are building now will not have solar panels due to the expense, but they are making them as energy efficient as possible. The average power bill for all of these homes should be around $80 per month for everything. They have improved the exterior construction on these homes. They are using LP smart siding, no more vinyl siding. It has a nice look with painted finishes, and looks more like a wood product. It is really durable and long lasting. The homes have more of an open floor plan, and more of a traditional design that you might see in older neighborhoods as well. She showed a photo of the Gruever Family, all five of the Gruever kids, plus two adults. Mr. Chris Gruever is a Principal at a private school in Conover, his wife is a stay at home mom. She showed a photo of their finished home, except for the grass. They are still building simple descent homes. She pointed out a pull up bar which is new which will accommodate a few bar stools. She commented that the design is more of an open flow. They also capitalize on things that keep their cost down. The stove and the refrigerator are donated by Whirlpool for every new house construction that they do. She showed a photo of the high efficiency washer and dryers. They also install low flow shower and toilets, a heat pump hot water system and a mini-split heat pump system as well. Those are new technologies for them, but it keeps the cost down for the homeowner overall. She advised that it was a four bedroom house, with an open wrap around porch. She showed a photo of the Gruever's neighbor the Allred family, Keyandra and her son. Keyandra works at Trinity Ridge. This home was sponsored by Church of the Ascension along with Holy Trinity Lutheran in partnership with Habitat, and also in memory of Ed Rogers who was the founding member of Habitat for Catawba County. She commented that these kids would all move into the neighborhood about the same time, and become super playmates. She pointed out a house across the street which was under construction and advised that this was one of the market rate houses which is available on the open market. She pointed out the greenspace in which they have been working with a design firm in Boone on. She should a concept for the area and pointed out the greenspace, a community garden area, a couple playground areas, a covered gazebo, as well as a counsel ring/fire pit kind of area. Across the street there is a wetland area where they will put in a walking trail. It will be designed for the teenagers as they grow up, a place for them to hang out. There will be wildflowers and other things planted in that area. She discussed the affordable cost for Habitat. The donation of the sewer and water taps saves them $2,000 per house. Volunteer labor is an integral part of how they keep their cost low. This neighborhood was bought out of foreclosure, so per lot cost was around $7,500 per lot. With the donation of gift in kind, roofing shingles, appliances, and insulation, the total material cost for a four bedroom, 1,300 square foot home, plus the wrap around porch which adds another 200 square feet to it, total cost approximately $85,000. It was appraised for approximately $115,000. That will be the purchase price of the home. She discussed affordable long term, and advised they will have concrete and brick porches, architectural shingles on the roof for 30 years, and the high efficiency appliances.

Ms. Gellman updated Council on the repairs program which the City had funded for them. Since July 1, they had 25 repairs, 12 of those were funded by the City of Hickory. She advised that they were trying to layer the funding so they could get more bang for their buck, for those 12 project they were also able to layer that with some Thrivent Financial funding, which was approximately $2,500 per house. They also had done five Thrivent funding only. For example a need for a deck, or exterior renovations, or cleanup stuff. Eight of the 25 had been through private funding as well. They are in the beginning phases of a feasibility study with Habitat. If they receive a positive response from the community the campaign goal will be $2.3 million with approximately $1.2 to $1.4 set aside for repairs and the balance to be for new construction and other items as well.

Alderman Tarlton thanked Ms. Gellman.

Ms. Connie Kincaid, Hickory Downtown Development Association, commented that their mission is to stimulate economic development within the context of historic preservation. She advised they had a vision statement that was created by the community and each year they have their work plan that takes them a few steps closer to seeing the reality of that vision statement. This past year they installed three additional directional signs downtown, as well as increasing the safety along the railroad tracks. They worked with private businesses, non-profits, and government agencies. Their festivals and events generated more than seven million dollars of economic impact to the Hickory Metro area this past year. She advised Council that this information was included in the annual report that she had left for them. She encouraged Council to look at the annual report. She shared with Council that their Board of Directors held their annual planning retreat last Friday. It was 98 percent attended. It was facilitated by the Director of the North Carolina Main Street Center out of the Department of Commerce. It was held at Transportation Insight and it was a very productive day. They would like to see downtown as a cultural center and a gathering place for the community based on three aspects of development: education, entertainment, and commerce. She commented that you automatically think of the wonderful things that are going on at the Hickory Museum of Art, Hickory Community Theatre, the Symphony, or anything over at the SALT Block, the Friday night concerts, the Downtown Art Crawl, but there is much more. She commented, look at our individual

businesses and what they are creating like the chef's demonstration at the Natural Olive, or the new beer releases from Olde Hickory Brewery, or the wine tastings, the art competitions from Full Circle Arts. They all create a cultural environment in a commercial area where our individual businesses are giving us places for the community to gather. It is more than just benches and those wonderful tables and chairs around the Sails that people gather around on a daily basis, even in the cold. It is more than that. It is taking our businesses that additional step. She advised they have 1,400 square feet available for residential and commercial space that is valued at $32 million dollars. There is 131 residents and 2,400 employees. She commented that annual report does not tell you that from June 30th until December 31st, they went from a 98 percent occupancy to an 81 percent occupancy for a multitude of reasons over a whole lot of properties. That gives us this incredible opportunity to welcome those corporate centers and professional services and the retailers that can complement our existing mix. It is an exciting time to be in downtown Hickory. Over the next 7 years the city walk will completely change the face of our downtown. Together we brought downtown to where it is now and together we can take it to where it will be in the future. She commented that they look forward to working on that partnership. She requested, on behalf of the Board of Directors and the general membership of Hickory Downtown Development Association, $50,000 for fiscal year 2016/2017. They value their partnerships, and look forward to working with the City in the future.

Mayor Wright commented that when Ms. Kincaid ran down the list of the arts she left out poetry.

Ms. Kincaid advised that they have that at Tasteful Beans. He has published 13 books at this point. He has a poetry reading coming up on March 8th.

Alderman Lail questioned the occupancy. The boundaries were expanded of downtown to include Transportation Insight. He asked if that decline included the addition.

Ms. Kincaid advised yes. Their occupancy is based on square footage, and they take in all square footages from the basement all the way to the highest floor. They divide it up by use as well. She advised that she had the numbers if Council was interested in seeing them.

Mayor Wright commented that we are getting some apartments.

Ms. Kincaid confirmed that was correct. In the near future there will be three more announcements of new businesses coming in. We are already beginning to fill up the available square footage.

Mayor Wright commented that city walk is just going to add to the excitement and attract the young people and the companies that employ them, which is Council's goal.

Ms. Kincaid commented that in downtown they represent all of the age groups, from the retirement planners that work with the older folks, to the children and toy stores that have the young kids coming in, and everyone in between.

Mayor Wright thanked Ms. Kincaid.

Mr. Bruce Eckard, Hickory Metro Convention & Visitors Bureau, thanked Council for their past support, and for all they had done over the years with the Convention & Visitors Bureau and also with the Tourism Development Authority (TDA). They look forward to Council's support going forward. He commented that they were probably asking for the least amount of money. He joked that he would talk to Mandy Pitts about that for the next year. He thanked them for letting them hire one of the City's former dedicated employees, Mandy Pitts. He commented that the 90 days that Mandy was working with and training with Bebe Leitch might have been the happiest 90 days of her life. But now that she has worked for 47 days at the Convention & Visitors Bureau, and TDA, she might ask for her old position back. She has grown up in a hurry. She will do the job and it will be a win/win for the City, the community, the Tourism Development Authority, and for the Convention & Visitors Bureau.

Ms. Mandy Pitts, Hickory Metro Convention & Visitors Bureau commented that it was good to see City Council and it was great to be here. She commented that this is where she grew up, she is still growing up, and everything she had learned she had learned right here. She introduced Sarah Davis, Director of Sales, who is a big part of the team at the Tourism Development Authority. The $20,000 that they were requesting was to help with marketing Hickory on the Convention & Visitors Bureau side. She had seen firsthand, Sarah Davis and the team aggressively go after different meeting and convention planners. They go to Raleigh, Winston, and different places to encourage people to come to Hickory. Bebe Leitch use to say, once you come to Hickory you are going to come back every single year. They have great meeting spaces, wonderful hotel rooms, a safe community, lots of parks and recreational facilities. The money goes towards trying to help recruit those

people to Hickory. Hickory is really the place where people want to meet. They also have a Visitors Center. A lot of people think that the Visitors Center is paid for by the State. It is not, it is a local Visitors Center. They promote primarily what is happening in the Hickory Metro, but across the State as well. She advised that it is thousands of people and they are really picking up the relocation guides as well. She commented that is uplifting to her because she knows how hard they have worked to get people to move to the area. They will place at least 30 ads in National, State, and local publications. For example, Our State, the Great Smokey Mountains, an USA Magazine. They have 15 new events and conferences. That means it is paying off, all of these years meeting with these meeting executives. They have 60 repeat customers this year that are having daylong conferences, or couple of days conferences. She advised that 20,190 people in Catawba County work in tourism. Whether it is hotels, the Crawdads, Hickory Motor Speedway, or restaurants. That is a big deal. She advised that was a $43 million dollar payroll for 20,190 people. She advised that Bebe Leitch had said that it is the purest form of economic development as you have people coming to Hickory, spending money and enjoying it and hopefully coming back to live. She commented about mottos and brands, they do Visitors Well Crafted, Meetings Well Crafted, Sports Well Crafted, and Every Thing Well Crafted. They came up with an informal moto, “We expect more, so we give more”. She knows that is why customers keep coming back. She is hopeful that the City will continue to support them. She advised she would come back next year with a more detailed plan how a bigger investment could have a bigger payback. She thanked Council.

Mayor Wright pointed out to Mr. Eckard that the Hickory Metro Convention & Visitors Bureau was third from the bottom.

Ms. Vicki Murray, Safe Harbor Rescue Mission, advised she was at the bottom. She thanked Council for their support of Safe Harbor Rescue Mission. From the community relations grants that they have received to now housing the administrative offices in a building downtown so they could free up four offices for more programing for the women that they serve. She wanted Council to see the impact that Safe Harbor is having in the City. Safe Harbor cares deeply for those that are in poverty. They want to be the front runners for ending and preventing generational poverty. Women and children are the fastest growing population in America, and in Catawba County as well. The new day program serves women and children that are experiencing homelessness. In the last six years their numbers have grown by 267 percent. Last year they had 4,818 visits to the new day program. Once they meet the immediate need of food and shelter, their next goal is to help them obtain housing and full-time employment. They do this through their case management, counseling and the many classes that they offer women. Last year they spent $153 billion dollars in public assistance. This trend cannot continue and we must find realistic solutions. Studies have also shown that leaving a person chronically homeless cost taxpayers $30,000 - $50,000 per year through emergency room visits, jails, and shelters. It is a vicious cycle from the street to the hospital, to the shelter, to the jail, to the psychiatric center and drug treatment, back to the street again. Their efforts have measured success. Last year 26 percent of the women that came through their case management, that attended their classes, are now housed, and 10.2 percent of these women have full-time employment. Greenleaf transitional housing is where they also save thousands of taxpayer’s dollars. They are keeping women off the streets of Hickory. They have 14 livable apartments that are almost at full capacity now. This serves the graduates of their Whole Woman Program which is a yearlong program. They transition to their apartments. They just recently opened it up to women that are experiencing homelessness. Last week they moved four women that were homeless into their apartments. They will live there temporarily while they help them find jobs, get to job interviews, and to other partnering agencies in town. She realized that she was taking a risk in asking for operational support. It would probably be a lot sexier for her to ask for an addition to their building, but the truth is they are meeting a huge need in Hickory. The women they serve are off the streets, they are out of the jails, and they are out of the emergency rooms. Therefore again saving the State and City money. She advised that they need the City’s support, and she felt like the City needed the work of Safe Harbor. She advised that their proposal contained a list of their programs, there are many and they are implementing many more new programs this year. She discussed their Whole Woman Recovery Program. She advised that they are finding that Judges are learning the success of their program and many times they are offering a woman an early release from jail if she will commit herself to their yearlong program. Again, saving taxpayer’s dollars. In our State to keep a woman incarcerated for a year it is $23,000 - $28,000. With the help of our community they can help hurting women start over with giving them a helping hand. Many folks are helping them plan for their future, including Paul Thompson with Transportation Insight who is overseeing a strategic plan to expand with excellence. They have purchased the property behind their building along 2nd Avenue. Soon it will be cleared and grass will be sown, and they hope to put a park there for the women and children in their program. When you ride by their place you will see a gazebo outback with a waterfall, and a children’s play area. They take great pride in anything they do and want to leave it better than they found it. That includes the women that come through their doors at Safe Harbor Rescue Mission as well. She thanked Council. She advised that they offer a luncheon tour the first and third Thursday of every month. They would love for Council to come

personally and take the tour through all of their programs, hear testimonies from the women, and see the impact that is happening through Safe Harbor in our City. She thanked Council.

Alderman Tarlton questioned the dates for the luncheon tour.

Ms. Murray reiterated the first and third Thursday. She advised they could call the office to make a reservation.

Mayor Wright thanked Ms. Murray.

Mr. Michael Thomas, SALT Block Foundation, thanked Council for their time and efforts on behalf of the community and for their past support of their organization. He advised that the SALT Block Foundation is a public non-profit whose mission is to fund and manage the maintenance, repair, and capital improvement of the physical facilities for the non-governmental organizations that live at the SALT Block. Those included the Science Center, Hickory Museum of Art, the Western Piedmont Symphony, the Hickory Choral Society, and the United Arts Council, as well as the SALT Block Foundation's offices. There are three buildings that they maintain. The Arts and Science Center, the Aquarium Planetarium building, and the West Wing. It is an expensive proposition, all those buildings are old and require constant updating and maintenance. However, the investment pays dividends. These SALT Block organizations are major economic and cultural assets to the community and they collectively serve over 300,000 people every year including students from every Hickory Public School. When you include visitors to the Patrick Beaver Memorial Library, the entire block collectively serves over a half of a million people every year. Since the opening of the Arts and Science Center in 1986, the City has been a wonderful partner in their work at the SALT Block. They City has, and continues to help them in many ways including providing security, ground maintenance and capital replacement funds for the SALT Block. The County has also been a wonderful partner over the past 30 years providing much needed annual operating funds for the foundation. The SALT Block has been lucky to have the support of some very generous citizens and businesses who over the years have contributed a significant majority of the needed funding. Tenant organizations also contribute to the ongoing expenses and up keep. They continue to diligently raise funds from the private sector for the support of the SALT Block Foundation. This takes the form of annual giving, as well as their primary focus, planned or State giving. They are experiencing some success, they take a long time to come to fruition. Because of the public private partnership between the City, the County and the private donors, the SALT Block Foundation has the necessary funds to keep the lights on, and the heat on, not an inexpensive proposition in itself, and to keep the building safe and attractive for their guest and keep them in good repair. Ongoing support from the City, and matching support from the County, is vital to insure the stability of the SALT Block Foundation and its resident organizations both in the near term and in the long term. He highlighted projects that they had just completed which was to wire the entire SALT Block for high speed internet and wireless access point, which had been accomplished with generous support from CommScope and Corning, a contribution from the Science Center as part of the City's support for the organization. That upgrade will both permit the resident organizations to improve their programing and operations with efficient internet access and allow them to provide free wireless access to all visitors to the block. They are in the process of completing some significant upgrades to the auditorium which will allow them to expand the scope of programing that is available in that space, in addition to the steady flow of work needed to repair the floors, walls, windows, ceilings, and roofs as they age. Their capital improvement plans for the remainder of this fiscal year and for next fiscal year are focused on improvements for the hardware and software for the HVA systems, HVAC systems, and the fire alarm, as well as continued improvements for access to visitors with limited mobility. The SALT Block Board of Directors, individually and collectively, have been and will continually to be integrally involved and supportive of the Crafting Hickory initiatives and the bond implementation process. He commented that they are proud to have four members of their Board of Directors serving on the Bond Commission, as well as the Executive Director of one the resident organizations. He commented that none of that speaks to Alderman Zagaroli's involvement as a past member of their board, and now is sitting in a Council's chair. They think that all of those things indicate the central role that the SALT Block and the SALT Block Foundation play in the life of our community. The City's investment in the SALT Block is paying off. The capital replacement funds are enabling them to keep the three buildings in good shape. It is an ongoing process but one they believe will keep the SALT Block strong and attractive for hundreds of thousands of our citizens each year. He thanked Council for their important ongoing support and respectfully requested their continued partnership in the coming year at the same levels.

Ms. Vicki Martin, President of United Arts Council of Catawba County, thanked Council for their past support on behalf of the Arts Council. She commented that Council had greatly supported their organization and all of the cultural organizations that fall under their umbrella. She asked for Council's continued commitment for one dollar per person, per capita, for their arts funding for the upcoming year. As a local business owner, Martin Starnes & Associates, she believes that the strength of our cultural organizations helps us

to bring young talent to our local community. It aides in the recruitment of businesses and new professionals. She has a young professional from her organization that is serving on the Bond Commission, and she is very excited with what is going on with the Bond Commission. The longtime support of Hickory City Council for the United Arts Council has been crucial in keeping our arts, science and history programing at a very high quality level. For people that think there is nothing going on in Catawba County, she begged to differ. There is so much going on every week in this County, if they would take the time to do their homework they could find plenty to do. They also believe that the cultural organizations such as the Hickory Museum of Art, the Catawba Science Center, the Planetarium Aquarium, the Hickory Community Theatre, the Western Piedmont Symphony, the Choral Society, the Hickory Landmark Society and the Hickory History Center as well as the United Arts Council are vital to the plans around the bond implementation. They want to be proud of our City, and they are, for its vision with this imitative and they look forward to many more partnerships and collaborations in the future. She asked Council to consider their request and consider remembering the economic impact of that request. The Arts Council sub-grants all of the City's funds to other funds, they match them with funds State and local. They require organizations that receive those grants to also match them dollar for dollar. For every dollar that Council grants to them, that translates to a minimum of four dollars spent in our community. The North Carolina Arts Council actually estimates that number to be as high as $24 per every dollar that is contributed to be spent locally when there is something going on for an event in the community. They are currently participating in a yearlong National Economic Impact Study and they will look forward in sharing those numbers with Council next year. They believe that they will be pretty significant when they attend an event within the community where they spend their dollars either going out to dinner, or having a drink afterwards. They hope that Council will see this as just one of the benefits of a long term relationship between the City and the United Arts Council. In 2014/2015 their project operation and individual grants totaled $225,786. They anticipate at the end of this fiscal year that will be even higher. She asked Council to consider their 2016/2017 request for $40,143 which was one dollar per capita. She thanked Council for their monetary support and the continued message that the quality of life has the highest priority for Council.

Mayor Wright requested a big hand for all of the volunteers and the groups that had presented. He commented that Ms. Vicki Martin, and her firm, had set an example that had never been surpassed in the community for involvement, money wise and timewise by a professional organization. You see their hand in almost everything that is going on in this City that is good. He asked about the $40,143, because the estimated population was 40,330. He commented he remembered how hard they had pushed for 40,000 in the census of 2010. The number turned out to be 40,010. He wanted to know where those 190 were. He thanked them all. He asked Mr. Berry if there was anyone on this list who had not previously been funded.

City Manager Mick Berry advised Safe Harbor.

Mayor Wright asked if there was anybody that was funded last year who were not present this year.

Alderman Seaver commented City of Refuge.

Mayor Wright asked if they were funded last year. He advised that Council would work through the budget and spend a significant part of the next four or five months working on the budget. These requests would be factored in. All of them are very worthy, and there are many others that are very worthy as well that have not been funded.

V. Persons Requesting to Be Heard

A. Billy Sudderth, Multipurpose Resource Center at Ridgeview, 7th Avenue and 1st Street SW.

Mr. Billy Sudderth advised that he was with group that was trying to develop a Multipurpose Center in the Ridgeview community. Several weeks ago he had made a request to City Council for a feasibility study to be conducted to evaluate the pros and cons of a Multipurpose Center in the Ridgeview community, upon a donated lot in the City from the former Ridgeview High School graduates. He pointed out the need for this program in the City and County for a variety of much needed services. The recently retired Council member had received his request and he anticipated some response to his concerns. He had been collaborating with a number of groups that felt that the Multipurpose Center is a much needed entity during these uncertain times. He realized that the City of Hickory is facing many challenges and resources are needed to expand economic opportunities for all of its citizens. His community continues to be the least served and the first to be demolished through the power of eminent domain. The streets and houses in the Ridgeview community are suffering from neglect because only a small segment of their community are able to receive grant assistance to upgrade and repair their homes. The roads are the last to be paved and trash is scattered around areas. Rodents and mainly insects tend to thrive. He asked Council to respond to his request. Hickory will continue to

devalue in repetition as an All-American City following the cycle of poverty to thrive in the closest community located a few blocks from the state of the art City Hall. He expected a reply promptly regarding his concerns as soon as they could get around to it. He advised he had given Council all of the papers that he had so far. He also had papers that Council may want to look at of the projected programs and projects that they will be talking about that is needed for that particular area. A multitude of programs and projects.

Mayor Wright asked if the estimated total cost was four million dollars.

Mr. Sudderth advised that was the cost that they put it at. He didn't know what the total would be. He was anticipating that it probably wouldn't be that much.

Mayor Wright asked Mr. Sudderth over what timeframe from start to finish.

Mr. Sudderth commented that he had some information. To insure future sustainability you are talking about the time that the place could be looked at by the City, you meet their contractor and their architecture, you are talking about eight to fourteen months, or something like that.

Mayor Wright asked if he had sought input from the County, or the Community College.

Mr. Sudderth advised that he had been to the Community College. He didn't want to get too far into them because he knew they had a lot of things to do. He had talked to the County. Mr. Berry had been very influential in getting them to talk to other people, County Commissioners and so forth. He wanted to talk to City Council first. He advised that they would be talking to Federal people and State people. They have already written to some of those agencies. It is a matter of hearing back from them, and making presentations to them. They are in dire need for that community to be revitalized. They are going to have to have some improvement in growth, because of the level of poverty, drugs, crime and other things that take place in the community, other things that are happening also. They have to get these citizens into some area of training. The more they talk about it the more people are coming wanting to put a program in. They see a much needed program. This is just a few of the programs/projects that they are concerned about. They see a need for it. If the City does a study they may see a need for some of it and they may see a need for some that they don't see. It would be good to take a look at them because the community has lost all aspect of urbanizing, the dynamic of revitalization for successes is really challenging.

Mayor Wright asked if Council had any questions.

Alderman Tarlton asked Mr. Sudderth if he had any plans or concepts plans.

Mr. Sudderth advised that they were moving to work with a gentleman in Charlotte, but they decided in their last meeting to stay local. They wanted to use an architect in Hickory, and contractors in Hickory to help them. They also had people contracted to come and measure and make suggestions about the type of building that could probably sit on the lot. They volunteered that.

Alderman Lail commented that it sounded like Mr. Sudderth was already underway with this. Getting support from a lot of different areas, the County, and the Federal government is going to be super important.

Mr. Sudderth commented that they knew that they were going to have to address all of those areas. They have a profession grant writer already with them. They will be dealing with bringing in other funding for this particular project. They would like just to depend on Hickory but that wouldn't be fair. Council has many challenges and resources. He commented that is the nature of the growth and development and maybe it could be a part of that.

Alderman Tarlton asked Mr. Sudderth where they had arrived at the four million dollar figure.

Mr. Sudderth advised that it was approximately 18 of them that had been talking about a year or two. They turned their eyes to growth and development. They thought about the building and what would be needed there. The initial program. They said it would be between $2.5 and $4 million dollars.

Alderman Tarlton commented that it didn't look like a very large lot.

Mr. Sudderth advised that it was capable of housing a two story building with limited parking, and also parking across the street and behind the church.

Alderman Tarlton asked if he knew approximately the square footage that he was talking about.

Mr. Sudderth advised that he was not going to say. When they measured he just measured for the building, 109 feet by 65. He hadn't looked at the total lot yet.

Alderman Tarlton asked who owned the land.

Mr. Sudderth advised the land was owned by the City.

Mayor Wright commented that Mr. Sudderth was born and raised here.

Mr. Sudderth confirmed that he was born and raised behind Mt. Pisgah.

Mayor Wright commented and then you became an educator.

Mr. Sudderth advised that he became a professional educator. He graduated college, he had two graduate degrees and worked in Hickory two years and went to graduate school in Houston. He commented they were making $3,600 and they were already making $25,000. There was no doubt about what he was going to do. He became a citizen of the State. He got his graduate degrees for $48. He came back and worked at A&T, UNC Charlotte, Charlotte Public Schools, and the Department of Labor. He did a lot of volunteer work in areas, and he still does that.

Mayor Wright commented that Mr. Sudderth had come back here and still tries to help his fellow man. He thanked Mr. Sudderth.

Mr. Sudderth commented that he was a freak behind democracy.

VI. Approval of Minutes

A. Regular Meeting of February 2, 2016

Alderman Seaver moved, seconded by Alderwoman Patton that the Minutes of February 2, 2016 be approved. The motion carried unanimously.

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

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

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

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

A. Approval of the Purchase of a 2016 Rosenbauer ARFF (Aircraft Rescue and Firefighting) Truck in the Amount of $328,892 in Accordance with North Carolina Department of Transportation – Division of Aviation (NCDOT-DOA) Grant Process. **(First Reading Vote: Unanimous)**

B. Grant Project Ordinance Number 5. **(First Reading Vote: Unanimous)**

C. Budget Ordinance Amendment Number 16. **(First Reading Vote: Unanimous)**

D. Consideration of Bond Commission's Recommendation Combined Option "A" for Riverwalk, City Walk, Streetscapes and Gateways. **(First Reading Vote: Unanimous)**

E. Consideration of an Ordinance to Demolish an Abandoned Structure at 747 Main Avenue SW. **(First Reading Vote: Unanimous)**

VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

Alderman Lail moved, seconded by Alderman Tarlton approval of the Consent Agenda. The motion carried unanimously.

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

A. Approved on First Reading a Community Appearance Grant for Non-Residential Properties Owned by Tim Cline Properties, LLC Located at 246-252 Union Square in the Amount of $5,000.

City Council created the Community Appearance Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of properties located within the City's designated Urban Revitalization Area. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is $5,000. The applicant, Tim Cline Properties, LLC has provided two bids for the replacement of storefront awnings, which total $10,486 and $13,375. Both estimates are in excess of $10,000, and qualifies for the full $5,000 grant. The Community Appearance Commission voted unanimously (6-0) at their January 25, 2016 meeting, to recommend funding of the requested grant in the amount of $5,000. The current tax value of the properties is $1,006,700. The value of the grant represents approximately .5 percent of the properties tax value, or 87.6 percent of the 2015-2016 City property tax bill.

B. Approved the Special Events Activities Application for National Day of Prayer 2016, Charles Moretz, Christopher Harris, Managers, ARC, Inc., May 5, 2016, 6:30 a.m. to 10:00 p.m. Sails on the Square.

C. Approved the Special Events Activities Application for Downtown Hickory Farmers Market 2016, Sarah Taylor Wood, Manager, Downtown Hickory Framers Market, April 16, 2016 through November 26, 2016, Wednesdays 8:30 a.m. to 4:00 p.m. and Saturdays 6:30 a.m. to 2:00 p.m., Union Square.

D. Approved the Special Events Activities Application for Piedmont Percussion Program Concert, Rick Cline Director, Piedmont Percussion Program, April 8, 2016 4:00 p.m. to 9:00 p.m., Sails on the Square.

E. Approved to Advertise All Real and Personal Tax Amounts, for the Current Fiscal Year and Prior Fiscal Year, in the Hickory Daily Record in an attempt to collect the Outstanding Amounts.

General Statute §105-369(a) mandates that the Tax Collector inform the governing body of and then advertise the "total amount of unpaid taxes for the current fiscal year that are liens on real property". A taxing unit has the option of also advertising personal property taxes that are not a lien on real property, but the cost of that advertisement may not be passed along to taxpayers as is the cost of the real property tax lien advertisement. The amount advertised should only be the principal amount of taxes owed, not including any interest, costs, or fees. Although the Machinery Act mandates only the current year's tax liens be advertised, some tax offices advertise liens from prior years as well. General Statute §105-369(c) requires that real property tax liens for the current year be advertised at any time from March 1 through June 30.

County	Real Property Tax	Personal Property Tax	Public Service Property Tax	Totals
Burke 2015	*$2,537.96*	*$6,553.96*	*-*	*$9,091.92*
Caldwell 2015	*$1,368.66*	*-*	*$52.59*	*$1,421.25*
Burke 2014	*-*	*$967.27*	*-*	*$967.27*
Caldwell 2012	*$1,208.00*	*-*	*-*	*$1,208.00*
Caldwell 2011	*$1,208.00*	*-*	*-*	*$1,208.00*
Totals	***$6,322.62***	***$7,521.23***	***$52.59***	***$13,896.44***

The Tax Collector has informed City Council of the unpaid tax amounts for the current fiscal year and prior fiscal years. Staff recommends that City Council issue an order to advertise all real and personal (current fiscal year and prior fiscal year) tax amounts in the Hickory Daily Record in an attempt to collect the outstanding amounts.

F. Approved on First Reading the 2016 Loan Agreement with the National Museum of the United States Air Force under their Static Display Program for Loan of Aircraft to the City of Hickory/Hickory Regional Airport.

The City has taken part in the United States Air Force's Static Display Program for many years whereby certain aircraft are on loan to the City for display by the Hickory Aviation Museum. In return, the Hickory Aviation Museum agrees to maintain and ensure the preservation of said aircraft in good condition while furnishing the Air Force with photos and for the aircraft to remain prepared for expedition and periodic inspection. The Hickory Regional Airport currently has on loan two aircraft that fall under this agreement, which are an F-105B and T-33A. Staff recommends approval of the 2016 Loan Agreement with the National Museum of the United States Air Force.

G. Approved the 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 February 4, 2016:

- Jon Huskins, 1607 1st Avenue NW, Hickory, was awarded a City of Hickory's Housing Rehabilitation Loan. The Citizens' Advisory Committee recommends approval for assistance not to exceed $15,000 for repairs to his house. Assistance would be in the form of a zero percent interest deferred loan.

Funds are budgeted for this item 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 Citizens' Advisory Committee recommends approval of the aforementioned request for assistance through the City of Hickory's housing assistance programs.

H. Approved on First Reading Amending the Parking Ordinance for the Farmer's Market to Supersede Last Year's Ordinance (15-03) with a Time and Date Change.

The Farmer's Market hours have changed this year which require a change in no parking ordinance hours and dates. The Traffic Division has analyzed this request and feels it would be fitting. Changing the signage along this parking area would be simple and the signs/markings shop has already taken the appropriate steps to ensure an easy transition. Staff recommends amending the Traffic Ordinance by prohibiting parking in the Union Square lot to facilitate the Farmer's Market. Parking will be prohibited in the spaces south of Union Square along the north side of the parking lot road connecting the east and west parking lots as well as along the west parking lot to incorporate the first three angled parking spaces. Parking will be prohibited on Wednesdays from 8:00 a.m. until 4:00 p.m. and on Saturdays from 6:00 a.m. until 2:00 p.m. during the Farmer's Market from April 16, 2016 through November 26, 2016 (excluding Saturday, October 8, 2016 which is Oktoberfest weekend, and Saturday, November 12, 2016, which is Shuck-n-Peel). Towing will be enforced. Parking Ordinance 15-03 will become null and void. The new Parking Ordinance will cover the recommended change.

ORDINANCE NO. 16-08

AN ORDINANCE OF THE HICKORY CITY COUNCIL
AMENDING THE TRAFFIC ORDINANCE AUTHORIZED IN THE
HICKORY CODE OF ORDINANCES – ARTICLE III, SECTION 18-81

WHEREAS, Article III of the City of Hickory Code of Ordinances be and is hereby amended through the modification of the official maps authorized therein as follows, to wit:

Amend the Traffic Ordinance by prohibiting parking in the Union Square lot to facilitate The Farmers Market. Parking will be prohibited in the spaces south of Union Square along the north side of the parking lot road connecting the east and west parking lots as well as along the west parking lot to incorporate the first three angled parking spaces. Parking will be prohibited on Wednesdays from 8:00 AM until 4:00 PM and on Saturdays from 6:00 AM until 2:00 PM during the Farmers Market season from April 16, 2016 through November 26, 2016. Towing will be enforced. Parking Ordinance #15-03 will become null and void.

All ordinances or provisions of the Hickory City Code of Ordinances which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

This Ordinance shall become effective immediately upon adoption.

I. Approved on First Reading Amendment One (1) to the Agreement for Consulting Services with Gavel & Dorn, PLLC in the Amount of $17,000 for the Central Business District Waterline, Sewer Line and Storm Drainage Rehabilitation Project.

The Central Business District (for this project is the area of downtown Hickory bounded by Trade Alley north to 2nd Avenue NW and 2nd Street NW west to 3rd Street NW) is served by an older portion of the City of Hickory distribution system. Over time this material will become turberculated with material and significantly reduce the available flow diameter of the waterlines. This project is intended to restore the full pipe diameter, and reestablish necessary fire flows and available service to customers. Sanitary sewer lines are older and degrading allowing a significant amount of inflow/infiltration to enter the lines and cause problems downstream of the Central Business District. As a component of the overall evaluation the main trunk line storm drainage system was evaluated and found to have some issues that were requiring attention as well. The infrastructure in this area is estimated to be over 100 years old. City Council approved the original agreement to evaluate, design, and construct the improvements necessary for the Central Business

District infrastructure rehabilitation project on April 7, 2015. Amendment one (1) is necessary to fund additional services that were not covered in the original agreement. Those services include additional closed circuit TV inspections, pre-construction building inspections, prepare easement survey plats, and design additional infrastructure improvements necessary to accommodate recreational features to be added in the service area. Amendment one (1) will result in a revised contract price of $285,000. Staff recommends Council's approval of amendment one (1) to the agreement for Consulting and Construction Administration Services with Gavel & Dorn, PLLC for the Central Business District waterline, sewer line and storm drainage rehabilitation project in the amount of $17,000.

J. Approved on First Reading Acceptance of Change Order One (1) with Hickory Sand Company, Inc. in the Amount of $6,890 for the Construction of the Sherwood Forest Sewer Project.

The Public Utilities Department and Catawba County Environmental Health identified Sherwood Forest Subdivision as one of three areas of concern in 1998 as a part of the future service areas for the City of Hickory sanitary sewer system. Staff applied for State Revolving Grant funds and were approved for a grant to fund construction of necessary sanitary sewer infrastructure to provide public sewer to the homes in this subdivision. Change order one (1) with Hickory Sand Company, Inc. is for unforeseen conditions, which include installation of a precast junction box, approximately 10 feet of 30 inch concrete pipe and 40 feet of 15 inch HDPE pipe and associated grading to form a ditch section previously undetected. Change order one (1) will result in a new construction price of $720,151.50 and represents a .99 percent increase to the original construction price. Staff recommends Council accept change order one (1) to the Sherwood Forest Sewer Project with Hickory Sand Company, Inc. for the construction of the Sherwood Forest Sewer Project in the amount of $6,890. Grant funds are available to cover the change order.

K. Approved on First Reading Acceptance of a 25 Foot Temporary Construction Easement and 25 Foot Sanitary Sewer Line Easement for the Property of Randall Javann Bryant and wife, Constance E. Bryant, PIN #3724-18-40-0894, for Installation of a Sanitary Sewer Line.

The temporary and permanent easement is necessary for completion of the Random Woods Subdivision sanitary sewer project. This City was awarded a State Revolving Grant by NCDENR-DWQ in 2012 in the amount of $2.946 million dollars for this project. This easement is necessary for the construction of the infrastructure required to serve this area with sanitary sewer and will not increase the cost of this construction project. The easement was negotiated for a total sum of $3,000 in exchange for the easement. Staff recommends approval of this 25 foot temporary construction easement and 25 foot permanent sanitary sewer easement across the property of Randall Javann Bryant and wife, Constance E. Bryant, PIN #3724-18-40-0894, for installation of a sanitary sewer line.

L. Approved on First Reading Acceptance of Bid and Award of Construction Contract to Iron Mountain Construction Co. Inc. for the Construction of the Kenworth Waterline Rehabilitation Phase 3 Project in the Amount of $627,000.

The Public Utilities Department annually identifies infrastructure that is in need of replacement or rehabilitation, as appropriate, as a component of the Department's sustainability programs. This project replaces approximately 4,700 linear feet of aged two inch, six inch and twelve inch case iron waterline with proposed two inch, six inch, eight inch and twelve inch PVC waterlines. Fire Hydrants, valves and water service connections will be replaced as a part of the project as well. The project will include construction of one new section of six inch line that will provide a beneficial loop within the area to circulate potable water. Clark & Associates, Inc. was responsible for design and bidding of the project. Construction bids were received from three perspective bidders: Iron Mountain Construction Co. $627,000; Hickory Sand Company, Inc. $678,460; and Neill Grading & Construction Co., Inc. $762,714. Clark & Associates, Inc. evaluated the bid packages and found Iron Mountain Construction Company, Inc. to be the lowest responsible bidder and has recommended acceptance and award of the project to Iron Mountain Construction Company, Inc. The funds for this project will be taken from Public Utilities Fund Balance. Staff recommends Council accept the bid and award of the construction contract with the responsible low bidder Iron Mountain Construction Co., Inc. for the construction of the Kenworth Waterline Rehabilitation Phase 3 Project in the amount of $627,000.

M. Approved on First Reading Budget Ordinance Amendment Number 17.

ORDINANCE NO. 16-09
BUDGET ORDINANCE AMENDMENT NO. 17

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
Public Safety	10,547	-
Culture & Recreation	3,860	-
TOTAL	14,407	-

SECTION 2. To provide funds for the above, the General Fund revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental Revenue	9,797	-
Miscellaneous Revenue	750	-
Sales & Services	3,860	-
TOTAL	14,407	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	17,000	-
TOTAL	17,000	-

SECTION 4. To provide funds for the above, the Capital Reserve revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	17,000	-
TOTAL	17,000	-

SECTION 5. To Amend the Water & Sewer Capital Projects Fund, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Projects	17,000	-
TOTAL	17,000	-

SECTION 6. To provide funds for the above, the Water & Sewer Capital Project Fund revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	17,000	-
TOTAL	17,000	-

SECTION 7. To Amend the Enterprise Fund, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	627,000	-
TOTAL	627,000	-

SECTION 8. To provide funds for the above, the Enterprise Fund revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	627,000	-
TOTAL	627,000	-

SECTION 9. Copies of the budget ordinance amendment shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

IX. Items Removed from Consent Agenda – None

X. Informational Item

XI. New Business:

A. Public Hearings

B. Departmental Reports:

1. Approved on First Reading the Parks and Recreation Commission's Recommendation to Rename the Proposed Cloninger Mill Park to Bruce Meisner Park.

On December 1, 2015 City Council reached a consensus of their desire to rename the proposed Cloninger Mill Park in honor of former Alderman Bruce Meisner in

recognition of his 32 years of faithful service to the City of Hickory. City Council asked that their request follow the City of Hickory's Public Facility Naming Policy process. In accordance with the policy, the naming request was referred to the Parks and Recreation Commission for their consideration and recommendation. The Parks and Recreation Commission held a public hearing on February 9, 2016 with 10 of 11 Parks and Recreation Commission members present. This public hearing was advertised in a newspaper having general circulation in the Hickory area on January 15, 2016. No one spoke against the naming request, and one person spoke in favor of the request. Upon closing the public hearing the Parks and Recreation Commission voted unanimously to recommend to City Council that the proposed Cloninger Mill Park be renamed to the Bruce Meisner Park.

City Manager Mick Berry asked the City's Parks and Recreation Director Mack McLeod to the podium to present Council with the Parks and Recreation Commission's recommendation on naming of the Cloninger Mill Park to Bruce Meisner Park.

Mr. Mack McLeod advised Council of the Parks and Recreation Commission's recommendation to rename the proposed Cloninger Mill Park to Bruce Meisner Park. He introduced two Parks and Recreation Commission members in attendance, Mr. David Crosby, and the Commission's Chair, Mr. Lloyd Colley. He advised Council that at their December 1, 2015 meeting City Council reached a consensus of their desire to rename the proposed Cloninger Mill Park to Bruce Meisner Park in honor and recognition of former Council member Bruce Meisner's 30 years of faithful service to the City of Hickory. That naming request, in accordance with the City of Hickory's Public Facility Naming Policy was referred to the Parks and Recreation Commission for their consideration and recommendation. The Parks and Recreation Commission, at their meeting on January 12, 2016 considered the naming request and the subsequent process that needed to be followed. As required by the Naming Policy the Parks and Recreation Commission called for a public hearing on February 9, 2016 at their regularly scheduled meeting to gather any public input on the proposed name. This public hearing was duly advertised as required by North Carolina General Statute in the Hickory Daily Record on January 15, 2016. The public hearing was held on February 9 and there was 10 of the 11 Parks and Recreation Commission members present for the meeting. No one spoke against the naming request and one person did speak in favor of the request. Upon closing the public hearing the Parks and Recreation Commission voted unanimously to recommend to City Council that the proposed Cloninger Mill Park be renamed to Bruce Meisner Park. He advised that the recommendation before Council, on behalf of the Parks and Recreation Commission, was that the proposed Cloninger Mill Park be renamed to Bruce Meisner Park. Pending Council consideration and approval of their recommendation, Staff recommended to the Parks and Recreation Commission that a permanent sign not be placed on the property until the park is actually built and open, but that a temporary sign could be erected. He showed a photo of a projected sign on a PowerPoint, "The Future Site of Bruce Meisner Park". The Parks and Recreation Commission fully supported Staff's recommendation and also unanimously voted to recommend the same to City Council.

Mayor Wright commented that sign could be dressed up a little. He was not proposing that he do it.

Alderman Lail stated that obviously there was a timeframe for the development of that park. It is programed for next year in the capital plan, but it is programed in with a lot less money. He was concerned that if Council did a sign that it needed to look good and stay looking good.

Mayor Wright commented that he could tell people how to do it, but he was not going to mess with the sign. He commented that this could be done in phases. He suggested a semi-permanent sign. You could do a semi-permanent sign here that would look good four to five years out for under a $1,000.

Alderman Tarlton thought that he should be lit. Solar panels and a few LED lights are cheap now.

City Council joked about the "Bruce Meisner Sewage Treatment Plant".

Mayor Wright thought that it was a good ideal to light the sign.

Alderman Tarlton commented that power would not be at the site immediately, so a few solar panels and an LED light, $300 to $500.

Mayor Wright commented but look what benefit that the community would get in the sense that things are happening in this community, and it would say something is happening.

Alderman Lail moved, seconded by Alderman Zagaroli approval of the renaming of Cloninger Mill Park to the Bruce Meisner Park. The motion carried unanimously.

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

2. Approved the Acceptance of the Updated Cloninger Mill Park Master Site Plan.

In 2008, Alfred Benesch & Company (formerly known as Site Solutions) was contracted by the City of Hickory to develop a park master site plan for the approximately 75 acre Cloninger Mill property, excluding approximately 10.1 acres that had been set aside for commercial development and approximately 1.9 acres that had been set aside for residential development. The 63 acre Cloninger Mill Park Master Site Plan was accepted by both the Parks and Recreation Commission and City Council in March of 2009. In May of 2015, City Council accepted a $900,000 donation from North Carolina Outward Bound to keep the 10 acre commercial site as part of the park. Once that donation had been accepted, the City of Hickory again retained the services of Alfred Benesch & Company to take the 2009 plan and update it to incorporate the additional 10 acres back into the park. As a component of the park Master Site Plan update, the site development costs for the entire park would also be updated. The total estimated project cost is $3,928,003 compared to the 2009 estimated project cost of $2,888,895. Phase 1 (western node with access from Cloninger Mill Road) estimated construction costs total $2,386,803 compared to the 2009 estimated construction cost of $1,318,273. Phase 2 (eastern node with access from 9th Street NE) estimated construction costs total $1,541,200 compared to the 2009 construction cost of $1,570,622. The updated plan was presented to the Parks and Recreation Commission at their January 12, 2016 meeting and unanimously accepted. Parks and Recreation Commission recommends acceptance of the updated Cloninger Mill Park Master Site Plan. Staff will be discussing this project and others at a Council Retreat later this month and in March for a holistic approach to addressing multiple capital projects in the City.

City Manager Mick Berry asked Mr. McLeod back to the podium to present the updated Master Plan for Bruce Meisner Park.

Alderman Zagaroli advised that Mr. Meisner had 32 years of service.

Mr. McLeod discussed with Council the soon to be Bruce Meisner Park Master Site Plan. He presented a PowerPoint presentation and showed a drawing of the original 2009 Park Master Site Plan that both the Parks & Recreation Commission and City Council accepted in 2009. He pointed out the intersection of Highway 127 and Cloninger Mill Road, and the 10 acres that had been designated for commercial development. In the 2009 Master Site Plan that 10 acres was not included in the final site plan. He pointed out the current updated Master Site Plan. The only revision that had been made to the plan was the western section. He pointed out one of three picnic shelters proposed for the site and some sand volleyball courts. The only change was they shifted two park amenities to allow access to an area that was relatively flat and wooded. The purposed area is to remain wooded. If there is any need for future development, then by shifting these two it would provide access there for any future development. That was the only change that was made to the Master Plan. He showed the updated complete Master Plan showing both the western node and eastern node of the park. The updated Master Site Plan was unanimously accepted by the Parks & Recreation Commission at their January 12th meeting and they recommended its acceptance by City Council. He showed a slide that they had looked at from a development stage. They would like to develop the park all at one time, but it is easier financially to do in a phased development. He pointed out Phase 1, the western node with the park access off of Cloninger Mill Road; Phase 2, the eastern node with access off of 9th Street NE. The total park acreage would then be approximately 73 acres in size. As a comparison Glenn Hilton Park is approximately 74 acres, so they are comparable in size. Also as part of the master planning process the updated park development cost estimate was also provided to the Parks and Recreation Commission at their January 12th meeting. He pointed out the estimates. The current estimates as of January 4, 2016, the cost had increased over the cost projections from 2009. These are 2015 cost estimates versus 2009 cost estimates when the first master plan was done. The additional 10 acres had been added back in the park with those respective park amenities. He commented that what was shown was an order of magnitude cost

estimates for the entire overall park Master Plan. The total cost estimate was a little over $3.9 million dollars total park development. As a comparison that estimate in 2009 was a little less than $2.9 million dollars, it was $2,888,000. He showed the phasing of the master plan. Phase 1 showed all the order of magnitude, and the total estimated park development cost for Phase 1 would be $2,386,803. As a comparison in 2009 those cost estimates were $1,318,000; that difference was because the 10 acre commercial property has now been added back into the park. The order of magnitude for Phase 2 development estimated cost was $1,541,200. In 2009 that cost estimate was $1,570,622. That cost estimate was reduced a little bit. The Parks and Recreation Commission recommended City Council's consideration and acceptance of the updated Cloninger Mill Park Master Site Plan. Pending Council's acceptance of the plan, Staff will be discussing this project and others at the Council retreat later this month and in March to look at a holistic approach addressing multiple capital projects within the City of Hickory.

Mayor Wright advised that he was going to have some questions about the capital budget and what that does to the capital budget, and what does that mean in terms of tax rate. Can Council spread this out and avoid a tax rate? If they do what does that do to other projects.

City Attorney Crone advised that Mr. Berry had stepped out because he was in the middle of an emergency.

Assistant City Manager Rodney Miller advised Council that on February 25th and March 3rd a Council workshop/retreat had been set. At that time they will be discussing all of the bond projects an associated bond issuance and tax rate increases associated with that in conjunction with all of the non-bond projects which would include Bruce Meisner Park, Splash Pad, Friends of Hickory project, Lackey project, etc. All of those projects will be discussed at Council's February 25th and March 3rd retreat.

Mayor Wright commented that Council could not vote on it tonight.

Mr. Miller advised that the recommendation was to accept the Master Plan. This is a plan that the City will do whether it is this year, next year, or five years from now. The plan would be accepted. This is not appropriating any funds. They would discuss the appropriation of the $900,000 Outward Bound funds that are currently in the bank earning interest, and what, if any, phasing that Council would want to do for the park and when. That would be part of the discussion.

Mayor Wright commented that he was all for it, but he was very concerned that Council knows that they have the phase in of tax increases. He doesn't want to go to the public and say in addition to the bonds, for what the bonds are for, we also need to add a tax increase for this, and this, and this. Council needs to digest where they are before they start adding niceties.

Mr. Miller commented that he thought Mr. Berry would say that they do not envision a tax increase associated with the Bruce Meisner Park.

Mayor Wright commented that the history had been that City Staff does an excellent job of managing everything, so that was not a criticism. Sometimes things need to be said out loud and this is the most visible place to say it. Mayor Wright advised that he was all for it personally. He asked for questions or comments.

Mayor Wright moved, seconded by Alderman Guess acceptance of the Master Plan for future funding in the most expeditious manner possible without a tax increase. The motion carried unanimously.

Mayor Wright announced that he moved seconded by Alderman Guess and the motion carried unanimously.

Alderman Zagaroli asked about the financial contribution for part of the land and where it was at.

Alderwoman Patton advised that it is in the bank.

Alderman Zagaroli confirmed that it was in the bank getting interest and that it was part of the program there.

3. Appointments to Boards and Commissions

COMMUNITY RELATIONS COUNCIL

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

HICKORY REGIONAL PLANNING COMMISSION
(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)
(Appointed by City Council)
Burke County (Mayor to Nominate) VACANT Since 8-6-2008
Brookford (Mayor to Nominate) VACANT Since 6-2006

INTERNATIONAL COUNCIL
(Appointed by Mayor with the Concurrence of City Council)
(7) Positions VACANT

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

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

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

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

Hickory Career Arts Magnet VACANT

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

Caylin Stinson – Hickory Career Arts Magnet

TRANSPORTATION ADVISORY COMMITTEE FOR THE GREATER HICKORY METROPOLITAN PLANNING ORGANIZATION
Delegate to replace former Alderman Meisner

Alderman Lail advised that the appointment needed to be filled for the Transportation Advisory Committee for the Greater Hickory Metropolitan Planning Organization. He is a delegate for the City to the MPO. Hickory gets two delegates and Council needed to fill that slot if possible. Alderman Lail nominated Alderman Tarlton if he would be willing to accept the nomination.

Alderman Tarlton agreed to accept the nomination and take former Alderman Meisner's place.

Alderman Lail moved seconded by Alderman Zagaroli approval of the nomination of Alderman Tarlton to the Transportation Advisory Committee for the Greater Hickory Metropolitan Planning Organization. The motion carried unanimously.

Mayor Wright moved seconded by Alderman Seaver to nominate Caylin Stinson to the Youth Council. The motion carried unanimously.

C. Presentation of Petitions and Requests

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

Alderman Guess moved seconded by Mayor Wright to discuss a matter not on the agenda that dealt with a transportation and connectivity project possibly for the future. The motion carried unanimously.

Alderman Guess advised that he had discussions with several people from several different quadrants of the City concerning what was being called a "Book Walk". The concept for the perceived "Book Walk" is connecting the Ridgeview Library and simultaneously the Ridgeview Recreation Center to the Patrick Beaver Memorial Library and also simultaneously the SALT Block. He commented that there had been a lot of discussion previously presented in the meeting about how valuable the SALT Block and that surrounding areas is to the community, and there seemed to be a lot of discussion about the importance and timing right now taking advantage of connecting those two entities together. Obviously there is not any funding in place for that. He proposed that Council look at a cost analysis of what it might take and what it might look like to be able to do that.

He proposed that Council have some discussion and perhaps look towards what it would cost to be able to do something like that.

City Attorney Crone asked Alderman Guess if he was asking that to be Staff directed for Staff to look into that.

Alderman Guess replied, Staff to look into it perhaps Freese Nichols could be involved in that. He didn't know if that was a possibility, or somebody with their expertise for something like that. He knew that they were already looking at some things otherwise connected to that so perhaps they would be the correct entity to do that. He knew that it was the first time that Council was hearing about this proposal and he wanted see if there was any discussion or interest.

Alderman Tarlton questioned exactly what Alderman Guess was talking about.

Alderman Guess advised that what had been proposed to him was a "Book Walk". It is similar to city walk and it is the same concept as city walk. It is connectivity and a destination. The destination being the two City libraries and then combined with that the Recreation Center and the SALT Block.

Alderman Tarlton questioned if he was talking about upgraded sidewalks and streetscapes.

Alderman Guess commented something that would allow pedestrian traffic and perhaps even bicycles.

Alderwoman Patton commented that at their last meeting Council approved what the Bond Commission did and she didn't want to see the focus and dilute what the Bond Commission had spent all of this time doing to now start throwing in other options and divert their attention to moving forward and getting shovel ready, and getting things that the Bond Commission spent all of this time doing. She wanted to focus on that. Other items for neighborhood projects would come later.

Alderman Guess commented that it didn't necessarily have to be, and it wasn't discussed as being connected to that. This could be its own separate entity. It is not currently funded. He advised that it was something that enough people felt that it was important enough to bring up for discussion.

Alderman Lail mentioned that Alderman Tarlton was getting ready to attend the Essentials of Municipal Government. Alderman Lail advised Alderman Tarlton that it was a good class. Alderman Lail stated that what he learned there was government is about an infinite number of needs against a fine item amount of resources. That is what it is about. He was in favor of looking into it. There are going to be some things the City can do and can't do. He didn't feel that it hurt to have a look at something like this to understand what the cost would be.

Alderman Tarlton commented that it was not a long distance.

Mayor Wright responded that it is a couple of miles.

Alderman Tarlton replied as he understood it the city walk was going to tie into the SALT Block anyway. You get them downtown and they are already half way there.

Alderman Guess was not suggesting that Council approve it. He was suggesting that Council look at it, and see what it would cost, and see if it was feasible. It is not tied to the bond. It doesn't prohibit the bond, it doesn't stop it. It doesn't do anything to slow it down.

Alderman Tarlton commented aside from the bond.

Mayor Wright asked if the "Book Walk" was one or two projects.

Alderman Guess stated one project.

Mayor Wright asked if that was in anyway in the Bond Commission's recommendation now.

Alderman Guess did not think so.

Mayor Wright confirmed that this is a brand new thing that Council would be throwing in.

Alderman Guess commented just looking at it.

Mayor Wright asked if the funding for the study would come from the bonds or General Fund.

Alderman Guess thought that it would have to come from the General Fund.

Mayor Wright asked if the funding of the "Book Walk" would come from the General Fund.

Alderman Guess did not know where the funding would come from. That is part of the whole concept, we have to look at all of that.

Mayor Wright commented that we don't have any money in the bond.

Alderman Seaver commented that Council had talked a lot about having the spines put in place for these walks. He could see that being another bone coming off the spine to each place off of the main artery of the city walk. It could be added on later possibly depending on funding.

Alderman Guess stated that it could be three to five years down the road.

Alderwoman Patton commented that Council had discussed doing things past the ballpark as Phase 2, that could be part of Phase 2, five years from now.

Mayor Wright did not have a problem with Staff getting back to Council with an estimate of what it would cost to consider that. Maybe a rough estimate of what money they are talking about, before people have their hopes up, Council would know if it was doable or not. Also he would like for them to consider whether there are some other projects across the City that likewise need consideration to add on at this point.

Alderman Guess commented for future reference.

Alderman Seaver commented just like on highways put some signage on the city walk.

Mayor Wright advised that he had already had somebody tell him that Council didn't do anything for Springs Road. We have a lot of needs. Council has got to tell people what other needs they are going to super impose on the ones that have been agreed to, and how they are going to be funded. He didn't know where Staff and the rest of Council was, but he was not going to be receptive to any tax increases absent emergency needs, that Council didn't tell the bond voters about when they approved the bonds overwhelmingly.

Alderwoman Patton interjected and what our Bond Commission has worked for.

Mayor Wright commented that Council is embarking on an ambitious level of tax increases that this whole region has never seen before except in emergencies. This is people who said yes, I believe I want you to tax me. He wanted to find out how Council was going to do it. When and if they will have to have a tax increase to fund it.

Alderman Tarlton questioned what the scope of work would be.

Mayor Wright asked if Council was talking about something as grand as the city walk. He didn't know what a walkway would be to incorporate into this if it wasn't kind of along the same lines as the city walk.

Alderman Guess commented they could always expand upon it.

Alderman Seaver felt that both of those campuses could be hooked up with the city walk very nicely. City walk does kind of run where they could both hook into it and it would be a major thoroughfare for both, but bicycles weren't mentioned on it.

Alderman Tarlton wasn't sure of the exact scope of the city walk.

Mayor Wright commented that they are still working on that.

Alderman Lail commented that Alderman Guess wanted Council to consider this as an idea. He advised that he would be supportive as an idea.

Mayor Wright commented that he was just not in favor of it as an idea, he was in favor of doing it, if Council did not have to raise taxes.

City Attorney Crone asked Council if someone wanted to put that in the form of a motion, with a "rough cost estimate included therein".

Alderman Tarlton commented done by City Staff.

City Attorney Crone replied yes.

Mayor Wright commented and not using bond funds.

Alderman Guess moved that they do a cost analysis to see what it would take to put into what is being called now a "Book Walk".

City Attorney Crone asked if that was a rough cost analysis to be done by Staff.

Alderman Guess replied yes, to be done by Staff.

Mayor Wright asked if there was any cost perimeter that would say let's don't spend it if it goes such an amount.

Alderman Guess wanted to wait and see what they would come back with.

Mayor Wright asked if Alderman Guess had included the other parts of the City that might have needs and connectivity issues and would like to have other things.

Alderman Tarlton and Alderwoman Patton both said Springs Road area.

Alderman Guess thought that there was nothing wrong with having list, so when there are funds available.

Alderman Tarlton asked if Alderman Guess would work with the City Staff to help them refine the scope of this.

Mayor Wright asked what size list did Council already have of projects identified as needs and wants that aren't funded and aren't on this list.

Assistant City Manager Rodney Miller advised that it was lengthy.

Mayor Wright stated it is lengthy and very costly, and approved by the Bond Commission.

Alderwoman Patton interjected and by Council.

Alderman Lail commented that he had said this was not bond.

Mayor Wright commented that if it stays out of bond that is different.

Alderman Lail stated that the capital improvement plan for next year was $7.3 million dollars. There is no way that Council could fund a capital improvement plan of $7.3 million dollars for fiscal year beginning 2016. That includes Cloninger Mill at one million dollars less what Mr. McLeod had presented. Council has their work cut out for them at the retreat. That is something to throw in the pot.

Alderman Guess and Alderman Zagaroli agreed to throw it in there.

Alderman Lail commented and have some discussion.

Alderman Seaver commented that people were talking about Springs Road, Highland Avenue and Highway US 70 West.

Mayor Wright interjected Kenworth.

Alderman Tarlton commented that is how you get to Springs Road is Highland Avenue.

Mayor Wright asked what in there was for Kenworth.

City Attorney Crone stated that Council has Alderman Guess' motion, he asked if anyone wanted to move to amend his motion, to add other things to look at.

Alderman Guess commented that he felt that they were individual.

Mayor Wright thought they had specifically said that they want Staff to also come back with an idea of things that Council should or could do, obvious needs in other parts of the City.

City Attorney Crone commented that he may be wrong but he thought that they had that list pretty well perfected.

Mayor Wright commented in the bond.

City Attorney Crone replied no, this is outside of bond money.

Alderman Guess stated that his motion is specific to this project.

Alderman Lail seconded the motion.

Alderman Seaver asked if that was just for that one project or the multitude of projects.

Alderman Guess confirmed just this one project.

Mayor Wright asked if there was any further discussion. He commented that he was all for it, but he was standing on if they could do it without raising taxes, he was for it, let's do it. He advised that he was going to vote no, because Council had omitted any other of the very needy projects that

they have across this City. Ayes: Alderman Lail, Alderman Tarlton, Alderman Seaver, Alderman Guess, Alderman Zagaroli. Nays: Mayor Wright and Alderwoman Patton. The motion carried 5 to 2.

Mayor Wright announced that Alderwoman Patton and he voted no and five voted yes.

City Attorney Crone confirmed that was correct.

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

XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(3) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

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

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

1. Approval of Closed Session Minutes of November 3, 2015 - NCGS §143-318.11(a)(1)

2. Discussion of Potential Litigation - NCGS §143-318.11(a)(3)

No action was taken upon return to open session.

XV. There being no further business, the meeting adjourned at 9:27 p.m.

_____
Mayor

_____
City 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 Planning & Development)

SPECIAL EVENT APPLICATION

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

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

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

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

APPLICANT INFORMATION

Name of Event: HICKORY HOPS!
Applicant Name & Title: Connie Kincaid, HDDA Executive Director
Organization: Hickory Downtown Development Association
Mailing (Billing) Address: PO Box 9086
City / State / Zip: Hickory, NC 28603-9086
Daytime Phone: 828-322-1121 Cell: 828-781-1121 Email: info@downtownhickory.com
Description of the Event: Annual Brewfest (fundraising event for HDDA)

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

Event Address: Government Avenue & Second Street SW	
Date of Event: Saturday, April 16, 2016	
Event Start Time: 1:00 p.m.	**Event End Time:** 7:00 p.m.
Road Closure Begins (if applicable): Friday, 4-15-16	**Road Closure Ends (if applicable):** Saturday, 4-16-16
Set-Up Begins: 4-15-16 at 7:00 a.m.	**Clean-Up Ends:** 4-16-16 at 11:00 p.m.
Preferred Date & Time of Inspection: Saturday, 4-16-16, 11:00 a.m.	
Estimated Attendance: 2000	
The Event is: X **Private (by invitation only)** or ____ **Open to General Public**	
Describe the procedures to be used for selecting participants and vendors for this event: Vendors are selected from the Carolinas Championship of Beers competition; participants must be 21 years of age.	

APPLICANT'S SIGNATURE CAKincaid **DATE:** 1-15-2016

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? X Yes ____ No (If no, proceed to next section)
# of Tent(s) 8 (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? X Yes ____ No

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

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

# of Membrane Structure(s) ____ exceeding 400 square feet

POWER SOURCES

Will you use electric generators? ____ Yes X 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? X Yes ____ No
If yes, will direct wiring to breakers be required? ____ Yes X 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? X Yes ____ No
(If no proceed to next section)

If yes, state the number of bands and type of music: Number of bands: 2

Type(s) of music: Americana, Blue Grass, Jazz

Will a portable or temporary stage be utilized? X Yes ____ No
If yes*, state the number of portable or temporary stages: 1

Provide contact information for contractor providing stage:
Name: HDDA Phone: 828-322-1121 Email: info@downtownhickory.com

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

Will your event use amplified sound? X Yes ____ No

If yes, please indicate times: Start time: 4-16-16, NOON Finish time: 4-16-16, 7:00pm

HAZARDOUS MATERIALS

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? _____ Yes __X__ 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 __X__ No
Will there be any deep fat fryers? _____ Yes __X__ No
Will there be any fireworks, lasers, torches, candles or pyrotechnics? _____ Yes __X__ No **If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.**

ALCOHOL

Will alcoholic beverages be served? __X__ Yes _____ No **(If yes, NC ABC permit required)**
Will alcoholic beverages be sold? _____ Yes __X__ No **(If yes, NC ABC permit required)**
What type of alcohol will be served? __X__ Draft Beer _____ Can/Bottle Beer _____ Wine _____ Liquor
Who will be serving the alcohol? Individual Breweries will serve beer in 5 oz tasting glasses provided by the host.
Times for alcohol to be served: 4-16-16: 1:00pm - 7:00pm
Locations within event site where alcohol will be served: Entire event site
Have you applied for a North Carolina temporary ABC permit? _____ Yes __X__ No

VENDORS

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

VENDOR NAME	ADDRESS	PHONE NUMBER(S)
NA		

Does the event include mechanical rides, or other similar attractions? _____ Yes __X__ 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 _X_ No

If the event will have food vendors, please check the following that apply:
____ Served _____Sold _____Free _____Catered _____Prepared Outdoors
An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? _____Yes _____No

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

VENDOR	*COOKING METHOD*	*FOOD ITEM*

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

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
4-16-16	1-3pm	TBA	
4-16-16	3:30-7pm	TBA	

CITY SERVICES

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment.

TRASH AND RECYCLING PLAN

In order to determine what types of containers are needed for the event, please answer the following questions:

How many trash bins are you requesting for trash? 20

How many recycling bins are you requesting for recycling? 20

Delivery Location?
Parking lot on the east side of the Olde Hickory Station

Date and Time for trash or recycling bins to be emptied\picked up? Off-duty sanitation workers will be requested to clean the area and empty / pick up roll

Applicants are responsible for cleaning and restoring the site after the event. 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 paid for 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? Volunteers will clean up the area during the event. Two off-duty city sanitation personnel will begin emptying rollouts around 3:00pm after two hours into the event.

If City personnel are needed to assist with event site clean-up the applicant will be required to hire off duty personnel.

If needed, please list preferred Date & Time for clean-up staff arrival: 4-16-16, 3pm

Will any of the following services be used for the event:

____ Water Service X Portable Toilet Service

____ Wastewater Service ____ Public Restrooms

SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

X **Beer/Alcohol Security** o **Stage Security** o **Event Area Security** X **Gate Security**

o **Road Closure Security** X **Money Handling Security** o **Other** _____

o **Overnight Security** **From** _____: _____ **To** _____: _____

Dates & Times security will be on site: Saturday, 4-16-16, noon-8pm

Security provided by: 4 HPD (2=noon-8pm + 2= 3pm-8pm) & 5 Griffith Security officers **Number of Security Personnel:** 9

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

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

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

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: _____ % of participants expected under 18: _____

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

Number of volunteers expected: _____ % of volunteers expected under 18:_____

Check the approved City/NCDOT Route on public roadways below

☐ **5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)

☐ **5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)

☐ **5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)

☐ **5K 4 Neill Clark Park 5k** (Must contact Parks and Recreation Director Mack McLeod mmcleod@hickorync.gov or 828-322-7046 and submit email confirmation with Special Event application.)

☐ **5K 5 Winkler Park 5k** (Must contact Parks and Recreation and Hickory Crawdads and submit email confirmation with Special Event application. Approval from Mack McLeod 828-322-7046 or mmcleod@hickorync.gov and Hickory Crawdads Mark Seaman 828-322-3000 or mseaman@hickorycrawdads.com.)

☐ **5K 6 LRU 5K** (Must clear route with LRU before submitting Special Event application. (Can start and finish in various locations, including First Methodist Church)

☐ **10K 1** Hickory Foundation YMCA (Can start and finish in Downtown District)

☐ **10K 2** Do a 5k route twice, which 5k route? _____

☐ **Half Marathon** 1 (13.1 miles)

☐ **Cycle Route 1** (10 mile)

☐ **Cycle Route 2** (32 mile)

APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS

AIRPORT ROUTE

____ Hickory Regional Airport 5k _____ Approval from Airport Manager Terry Clark

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

Name the new date proposed and time: _____

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

PUBLIC PARKS ROUTES

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

☐ Hickory City Park to Geitner-Rotary Park 5k via paved

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

☐ Henry Fork River Regional Recreation Park

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

☐ Neill W. Clark Jr. Recreation Park - **Event within park, could be different activities on fields**

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

☐ Highland Recreation Center at Stanford Park Options

☐ 3.2 option ☐ 3.1 option ☐ 4.5 option – **All options along sidewalks**

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

ADDITIONAL GUIDELINES AND REQUIREMENTS

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

Must use a preapproved route from the City/NCDOT and/or preapproved neighborhood route and/or track or one of the options not on roadways that are available at the airport or at a park. _____

Must include a certificate of liability insurance for walk, run, and/or cycle event if the start/finish are on public property. ____

Must include a plan for volunteers for events with an anticipated attendance of 100 participants or more (how many, their duties). ____

Must include a parking plan for participants and volunteers (can be included in site plan). ____

The provision of twenty foot (20') minimum emergency access lanes throughout the event site. ____

Temporary signs may be used to mark a course. No markings of any kind (permanent or temporary) are allowed on roadways, sidewalks, or parking lots. ____

Any unauthorized traffic control device or other sign or message placed on the highway right-of-way by a private organization or individual constitutes a public nuisance and should be removed. Any violations of this policy will result in disapproval of future event(s). ____

Do not assume, advertise, or promote your event until you have a signed permit from the Hickory Police Department, along with permission from city staff and Hickory City Council. Conflicts do arise and changes to the request may be necessary. ____

ATTACHMENTS CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

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

-Public Property Event at the Airport:

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

-Waiver Request

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

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

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

RULES REGULATING THE USE OF UNION SQUARE COMMON, STREETS ADJOINING THERETO AND OTHER PUBLIC PLACES, PARKS AND THE AIRPORT 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.
- 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 applicant must add the city as an additional insured on the policy. The policy is to be one of comprehensive general liability in the amount of not less the 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 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.
- No person shall bring an animal, on a leash or otherwise, into the boundaries of this event. The boundaries and the interior of a special event shall consist of any area part of the event or parade route and shall include any public street, road, highway, sidewalk, alley, parking lot, grassy area, right-of-way or other publicly owned area. Exceptions shall include service dogs or other animals relied upon by persons with disabilities, and animals owned and controlled by public law enforcement agencies, or animals used by a vehicle for hire in accordance with applicable City ordinances. The special event operator and sponsor are responsible for immediately cleaning up and removing any animal waste from animals that are part of an authorized event, exhibit, or parade. All animal waste shall be disposed of properly. The event organizer may request a waiver from this ordinance. The sponsor shall submit plans specifying how the public will be protected from the animals. Requests shall be reviewed as part of the special event permitting process and may be approved or denied as part of that process. To request a waiver from this provision, please complete the appropriate section of the special event application.

Hickory Downtown Development Association

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

To physically and culturally improve Downtown Hickory as a place of commerce, recreation, and culture for the people of Hickory and the greater Hickory Metro area.

LIST ORGANIZATIONS OFFICERS:

Darrell Rogers, President	828-322-1121 **TELEPHONE**
Gavin Mitchell, President-Elect	828-322-1121 **TELEPHONE**
Cheryl Sherrill, Secretary-Treasurer	828-322-1121 **TELEPHONE**

CHAIRPERSON OF THE SPECIAL EVENT:

Connie Kincaid **NAME**	828-322-1121 **TELEPHONE**

PO Box 9086, Hickory, NC 28603

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.

1-14-2016
Date

Darrell Rogers
President
Hickory Downtown Development Association
Non-Profit Organization

Approved by:

CITY MANAGER - ASSISTANT

2/16/16
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into **by THE CITY OF HICKORY**, a North Carolina Municipal Corporation, City, and the Hickory Downtown Development Association, a non-profit organization with its principal place of operation being Catawba County, North Carolina, Applicant:

WITNESSETH:

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

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

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

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

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

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

This the 14th day of JANUARY, 20 16.

Darrell Rogers
President

CAlincaid

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BROOME ASSOCIATED INSURANCE
PO BOX 3858
HICKORY, NC 28603-3858
(828) 328-5671

CONTACT NAME:
PHONE (A/C, No, Ext): (828) 328-5671 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	United States Fire Insurance	21113
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Hickory Downtown Development Association
P.O Box 9086
Hickory, NC 28603

COVERAGES **CERTIFICATE NUMBER: USS294112** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		SRPG-101-0715	10/08/2015 12:01 AM	10/08/2016 12:01 AM	GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							EACH OCCURRENCE	$1,000,000.00
							FIRE DAMAGE (Any one fire)	$300,000.00
							MED EXP (Any one person)	$5,000.00
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTO NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
							EACH OCCURRENCE	$
							GENERAL AGGREGATE	$
A	Liquor Liability	X		SRPL-101-0715/ USL303763	10/08/2015 12:01 AM	10/08/2016 12:01 AM	EACH OCCURRENCE	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00

The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

CERTIFICATE HOLDER

City of Hickory
P.O. Box 398
Hickory, NC 28603

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Broome Associated Insurance

ACORD 25 (2010/05)

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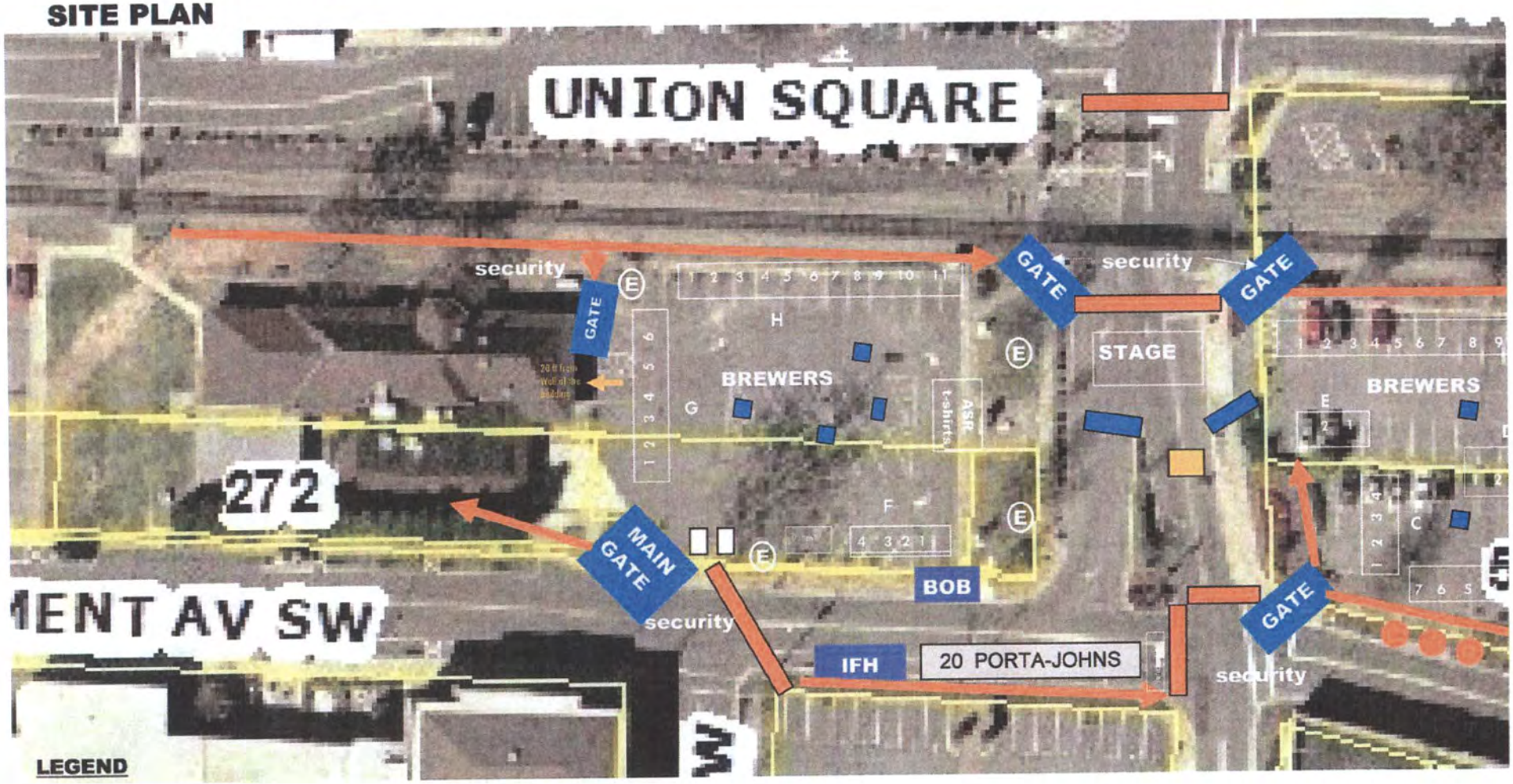
HICKORY HOPS
April 15 & 16, 2016
1:00 p.m.—7:00 p.m.
SITE PLAN

No one under 21 years of age
No animals allowed.
No coolers allowed.



LEGEND

	BARRICADES	PORTA-JOHNS	PORTA JOHNS		Picnic Tables (8)
GATE	EVENT ENTRANCES	A1	BREWER LOCATIONS		Bleachers (2)
ICE	IFH TRAILER			E	Electricity
BOB	Best of Beer TRAILER	STAGE	STAGE		Production Booth 10x10
	ORANGE FENCING				

Exhibit VIII.A.

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

HICKORY
North Carolina
Life. Well Crafted.

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

SPECIAL EVENT APPLICATION

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

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

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

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

APPLICANT INFORMATION

Name of Event: Downtown Hickory Art Crawls

Applicant Name & Title: Connie Kincaid, HDDA Executive Director

Organization: Hickory Downtown Development Association

Mailing (Billing) Address: PO Box 9086

City / State / Zip: Hickory, NC 28603

Daytime Phone: 828-322-1121 Cell: 828-781-1121 Email: info@downtownhickory.com

Description of the Event: Local and regional artists are located in downtown businesses to exhibit their well-crafted origianl artwork. Artwork is arranged to complement the merchandise of hosting businesses.

Does the event have a Twitter, Facebook or other social networking page? website

If yes, please list URL(s): www.downtownhickory.com/events/artcrawl

Event Address: Union Square, 3rd St NW, 2nd St NW, 1st Ave NW, 1st Ave SW, 2nd St SW, and Government Ave SW	
Date of Event: Thursday, May 19, 2016, Thursday, Sept 15, 2016, and Friday, Oct 28, 2016	
Event Start Time: 5:00pm	**Event End Time:** 8:00pm
Road Closure Begins (if applicable): NA	**Road Closure Ends (if applicable):** NA
Set-Up Begins: 4:00pm	**Clean-Up Ends:** 9:00pm
Preferred Date & Time of Inspection: Thursday, 4:30pm	
Estimated Attendance: 500	
The Event is: ____ **Private (by invitation only)** or X **Open to General Public**	
Describe the procedures to be used for selecting participants and vendors for this event: Business owners are contacted by HDDA to participate. Committee selects artists through juried application process.	

APPLICANT'S SIGNATURE CKincaid **DATE:** 1-15-2016

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 x ____No (If no, proceed to next section)
# of Tent(s) _____ (fabric structure that is ENCLOSED with sidewalls or drops exceeding 400 square feet)
# of Tent(s) _____ (fabric structure that is OPEN on all sides exceeding 700 square feet)

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

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

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

# of Membrane Structure(s) _____ exceeding 400 square feet

POWER SOURCES

Will you use electric generators? ____Yes x ___ 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? x ___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? x ___Yes ____ No
(If no proceed to next section)

If yes, state the number of bands and type of music: Number of bands: 1
Type(s) of music: TBA

Will a portable or temporary stage be utilized? ____Yes x ___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? x ___Yes ____ No

If yes, please indicate times: Start time: 5PM Finish time: 8PM

HAZARDOUS MATERIALS

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? _____ Yes x 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 x No
Will there be any deep fat fryers? _____ Yes x No
Will there be any fireworks, lasers, torches, candles or pyrotechnics? _____ Yes x 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 x No **(If yes, NC ABC permit required)**
Will alcoholic beverages be sold? _____ Yes _____ No **(If yes, NC ABC permit required)**
What type of alcohol will be served? _____ Draft Beer _____ Can/Bottle Beer _____ Wine _____ Liquor
Who will be serving the alcohol?
Times for alcohol to be served:
Locations within event site where alcohol will be served:
Have you applied for a North Carolina temporary ABC permit? _____ Yes _____ No

VENDORS

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

VENDOR NAME	ADDRESS	PHONE NUMBER(S)
NA		

Does the event include mechanical rides, or other similar attractions? _____ Yes x 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 x ___ No

If the event will have food vendors, please check the following that apply:
____ Served _____Sold _____Free _____Catered _____Prepared Outdoors
An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? _____Yes _____No

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

VENDOR	*COOKING METHOD*	*FOOD ITEM*

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

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
		NA	

CITY SERVICES

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment.

TRASH AND RECYCLING PLAN

In order to determine what types of containers are needed for the event, please answer the following questions:

How many trash bins are you requesting for trash? WILL USE EXISTING FROM

How many recycling bins are you requesting for recycling? SAME

Delivery Location?

Date and Time for trash or recycling bins to be emptied\picked up? Friday, 5-19, and Friday 9-15

Applicants are responsible for cleaning and restoring the site after the event. 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 paid for 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? Volunteers will clean up the event site.

If City personnel are needed to assist with event site clean-up the applicant will be required to hire off duty personnel.

If needed, please list preferred Date & Time for clean-up staff arrival: NA

Will any of the following services be used for the event:

____ Water Service ____ Portable Toilet Service

____ Wastewater Service X Public Restrooms

SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

o **Beer/Alcohol Security** o **Stage Security** o **Event Area Security** o **Gate Security**

o **Road Closure Security** o **Money Handling Security** o **Other** _____

o **Overnight Security** **From** _____:_____ **To** _____:_____

Dates & Times security will be on site: No security has been required in the past. Police headquarters is two blocks away. Organizer will dispatch or 911 in case of emergency

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

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

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

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: _____ % of participants expected under 18: _____

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

Number of volunteers expected: _____ % of volunteers expected under 18: _____

Check the approved City/NCDOT Route on public roadways below

☐ **5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)

☐ **5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)

☐ **5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)

☐ **5K 4 Neill Clark Park 5k** (Must contact Parks and Recreation Director Mack McLeod mmcleod@hickorync.gov or 828-322-7046 and submit email confirmation with Special Event application.)

☐ **5K 5 Winkler Park 5k** (Must contact Parks and Recreation and Hickory Crawdads and submit email confirmation with Special Event application. Approval from Mack McLeod 828-322-7046 or mmcleod@hickorync.gov and Hickory Crawdads Mark Seaman 828-322-3000 or mseaman@hickorycrawdads.com.)

☐ **5K 6 LRU 5K** (Must clear route with LRU before submitting Special Event application. (Can start and finish in various locations, including First Methodist Church)

☐ **10K 1** Hickory Foundation YMCA (Can start and finish in Downtown District)

☐ **10K 2** Do a 5k route twice, which 5k route? _____

☐ **Half Marathon** 1 (13.1 miles)

☐ **Cycle Route 1** (10 mile)

☐ **Cycle Route 2** (32 mile)

APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS

AIRPORT ROUTE

____ Hickory Regional Airport 5k _____ Approval from Airport Manager Terry Clark

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

Name the new date proposed and time: _____

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

PUBLIC PARKS ROUTES

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

☐ Hickory City Park to Geitner-Rotary Park 5k via paved

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

☐ Henry Fork River Regional Recreation Park

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

☐ Neill W. Clark Jr. Recreation Park - **Event within park, could be different activities on fields**

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

☐ Highland Recreation Center at Stanford Park Options

☐ 3.2 option ☐ 3.1 option ☐ 4.5 option – **All options along sidewalks**

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

ADDITIONAL GUIDELINES AND REQUIREMENTS

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

Must use a preapproved route from the City/NCDOT and/or preapproved neighborhood route and/or track or one of the options not on roadways that are available at the airport or at a park. _____

Must include a certificate of liability insurance for walk, run, and/or cycle event if the start/finish are on public property. ____

Must include a plan for volunteers for events with an anticipated attendance of 100 participants or more (how many, their duties). ____

Must include a parking plan for participants and volunteers (can be included in site plan). ____

The provision of twenty foot (20') minimum emergency access lanes throughout the event site. ____

Temporary signs may be used to mark a course. No markings of any kind (permanent or temporary) are allowed on roadways, sidewalks, or parking lots. ____

Any unauthorized traffic control device or other sign or message placed on the highway right-of-way by a private organization or individual constitutes a public nuisance and should be removed. Any violations of this policy will result in disapproval of future event(s). ____

Do not assume, advertise, or promote your event until you have a signed permit from the Hickory Police Department, along with permission from city staff and Hickory City Council. Conflicts do arise and changes to the request may be necessary. ____

ATTACHMENTS CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

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

-Public Property Event at the Airport:

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

-Waiver Request

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

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

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

RULES REGULATING THE USE OF UNION SQUARE COMMON, STREETS ADJOINING THERETO AND OTHER PUBLIC PLACES, PARKS AND THE AIRPORT 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.
- 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 applicant must add the city as an additional insured on the policy. The policy is to be one of comprehensive general liability in the amount of not less the 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 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.
- No person shall bring an animal, on a leash or otherwise, into the boundaries of this event. The boundaries and the interior of a special event shall consist of any area part of the event or parade route and shall include any public street, road, highway, sidewalk, alley, parking lot, grassy area, right-of-way or other publicly owned area. Exceptions shall include service dogs or other animals relied upon by persons with disabilities, and animals owned and controlled by public law enforcement agencies, or animals used by a vehicle for hire in accordance with applicable City ordinances. The special event operator and sponsor are responsible for immediately cleaning up and removing any animal waste from animals that are part of an authorized event, exhibit, or parade. All animal waste shall be disposed of properly. The event organizer may request a waiver from this ordinance. The sponsor shall submit plans specifying how the public will be protected from the animals. Requests shall be reviewed as part of the special event permitting process and may be approved or denied as part of that process. To request a waiver from this provision, please complete the appropriate section of the special event application.

Hickory Downtown Development Association

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

To physically and culturally improve Downtown Hickory as a place of commerce, recreation, and culture for the people of Hickory and the greater Hickory Metro area.

LIST ORGANIZATIONS OFFICERS:

Darrell Rogers, President	828-322-1121 **TELEPHONE**
Gavin Mitchell, President-Elect	828-322-1121 **TELEPHONE**
Cheryl Sherrill, Ssecretary-Treasurer	828-322-1121 **TELEPHONE**

CHAIRPERSON OF THE SPECIAL EVENT:

Connie Kincaid **NAME**	828-322-1121 **TELEPHONE**

PO Box 9086, Hickory, NC 28603
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.

1-14-2016
Date

Darrell Rogers
President
Hickory Downtown Development Association
Non-Profit Organization

Approved by:
Andrea Burrell
CITY MANAGER - ASSISTANT

2/24/16
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into **by THE CITY OF HICKORY**, a North Carolina Municipal Corporation, City, and the Hickory Downtown Development Association, a non-profit organization with its principal place of operation being Catawba County, North Carolina, Applicant:

WITNESSETH:

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

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

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

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

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

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

This the 14th day of JANUARY, 20 16.

Darrell Rogers
President

CAllineaid

DOWNTOWN HICKORY ART CRAWL
THURSDAY, MAY 19, 2016, 5-8pm
THURSDAY, SEPTEMBER 15, 2016, 5-8pm
UNION SQUARE LOCATIONS

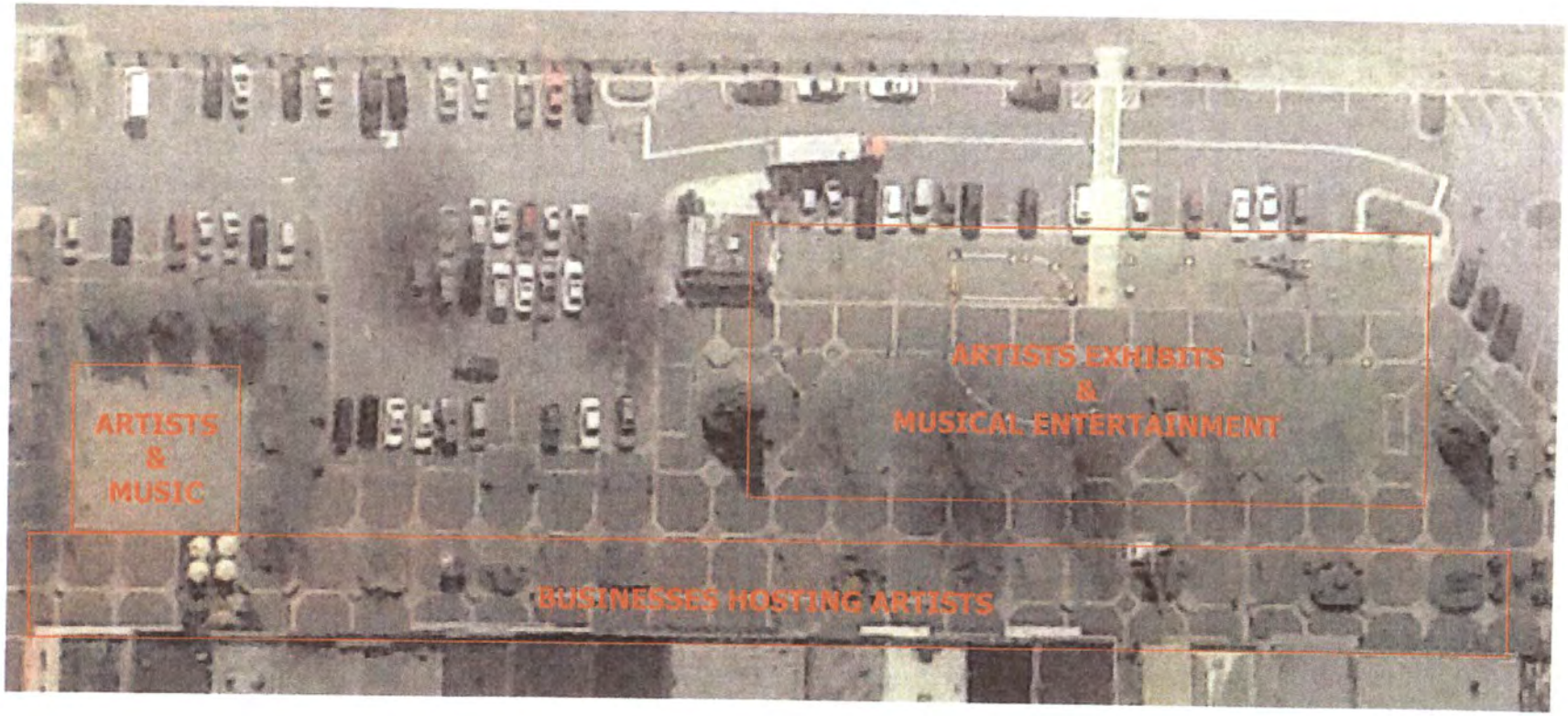


Exhibit VIII.B.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BROOME ASSOCIATED INSURANCE
PO BOX 3858
HICKORY, NC 28603-3858
(828) 328-5671

CONTACT NAME:
PHONE (A/C, No, Ext): (828) 328-5671 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	United States Fire Insurance	21113
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Hickory Downtown Development Association
P.O Box 9086
Hickory, NC 28603

COVERAGES **CERTIFICATE NUMBER:** USS294112 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		SRPG-101-0715	10/08/2015 12:01 AM	10/08/2016 12:01 AM	GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							EACH OCCURRENCE	$1,000,000.00
							FIRE DAMAGE (Any one fire)	$300,000.00
							MED EXP (Any one person)	$5,000.00
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTO NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
							EACH OCCURRENCE	$
							GENERAL AGGREGATE	$
A	Liquor Liability	X		SRPL-101-0715/ USL303763	10/08/2015 12:01 AM	10/08/2016 12:01 AM	EACH OCCURRENCE	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00

The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

CERTIFICATE HOLDER

City of Hickory
P.O. Box 398
Hickory, NC 28603

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Broome Associated Insurance

ACORD 25 (2010/05)

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CATAWBA COUNTY
APPLICATION FOR SAFETY PERMIT

P.O.BOX 389, NEWTON, NORTH CAROLINA 28658
NEWTON OFFICE NUMBER: (828) 465-8399
NEWTON FAX NUMBER: (828) 465-8962

www.CatawbaCountyNC.gov

(Please Print or Type)

Date: 1-15-2016

Physical Street Address: UNION SQUARE City: HICKORY State: NC Zip Code: 28603

YOU WILL BE ASKED TO GIVE DRIVING DIRECTIONS AT THE TIME OF ISSUING THE PERMIT

BUSINESS NAME: HICKORY DOWNTOWN DEVELOPMENT ASSOC

APPLICANT: CONNIE KINCAID Telephone (828) 322-1121 Email: info@downtownhick.com

Address: PO BOX 9086 City: HICKORY State: NC Zip Code: 28603

Contact Person: CONNIE KINCAID Telephone (828) 322-1121 Email info@downtownhick.com

OWNER: CITY OF HICKORY Telephone (__) ____ Email ____

Address: ____ City: ____ State: ____ Zip Code: ____

INSPECTION REQUESTED BY: ☐ Bldg Inspector ☐ Lessee/Owner ☐ Fire Prevention ☐ Zoning ☐ A-L-E ☐ Other ____

Requested By: ____
(Individuals name)

Please provide details below for the type of business and what they did for the last and current tenant:

PREVIOUS USE: ____

PROPOSED USE: ____

TOTAL SQ FT: ____ **Fire District:** ____ **Zoning District:** ____

TYPE OF WORK PLANNED: ☐ Alteration ☐ Addition ☐ Chg of Use ☐ Interior Demo ☐ Rehab (MUST HAVE SAFETY INSP)

Describe any work planned: ____

(If your project involves work requiring plans by an architect or an engineer, a Safety Inspection will not be issued)

Utilities Connected: Water: ☐ Individual Well ☐ Community Well ☐ Public Water ☐ Unknown

Septic: ☐ Individual Septic ☐ Public Sewer ☐ Unknown

☒ **SPECIAL EVENT:** DATES/ TIMES: DOWNTOWN ART CRAWLS. MAY 19, 2016 SEPT 15, 2016 5-8pm

I hereby certify that all information in this application is correct and all work will comply with the State Building Codes and all other applicable State and local laws and ordinances and regulations. I understand that a Certificate of Occupancy is required prior to occupying the premises and the Building Services Department will be notified of any changes in the approved plans and specifications for the project permitted herein.

CONNIE KINCAID	CKincaid	1-15-16
Owner / Applicant Printed Name	Owner / Applicant Signature	Date

OFFICE USE ONLY

Property ID# ____ ☐ Building ☐ Fire Only ☐ Zoning

2

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Dave Leonetti, Community Development Manager**

Contact Person: **Dave Leonetti, Community Development Manager**

Date: **February 16, 2016**

Re: **Approve Temporary and Permanent Easements with Piedmont Natural Gas on City-owned Property**

REQUEST

Approve temporary and permanent easements with Piedmont Natural Gas on City-owned property.

BACKGROUND

The City owns multiple properties located off of Dietz Road near the River Road interchange on US 321. Piedmont Natural Gas has a sizable transmission easement and two gas lines running through the property. The attached plat shows the existing and proposed easements. They are working on a project to upgrade the existing lines and construct a new line in the easement. This requires an additional 2.051 acres be added to the existing 3.722 acre easement. An additional 1.108 acres of temporary easement will be required during the construction process.

ANALYSIS

Staff has researched easement prices and spoken with professionals involved in real estate. Staff feels that the price offered by PNG of $7,200 for the permanent easement and $1,600 is fair. The easement prices are based on 50 percent of the total value for the permanent easement and 20 percent of the total value for the temporary easement.

RECOMMENDATION

Staff recommends that City Council approve the temporary and permanent easements with Piedmont Natural Gas on City-owned property.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier Initiating Department Head	2/16/16 Date	Deputy City Attorney, A. Dula	2-19-16 Date
Asst. City Manager Rodney Miller	2-19-16 Date	Asst. City Manager, A. Surratt	2/22/16 Date
Finance Officer, Melissa Miller	2-23-16 Date	Purchasing Manager, Bo Weichel	2-19-16 Date
	Date		

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

City Manager, M. Berry

Date

GRANT OF TEMPORARY WORKSPACE EASEMENT

Return to:

Percheron Field Services LLC
18636 Starcreek Drive
Ste-E
Cornelius, NC 28031

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA
PARCEL NO. 370115731634

PNG PROJECT : 291
PNG TRACT NUMBER: CATA-059_000,060_000

THIS GRANT OF TEMPORARY EASEMENT made this ___ day of _____, 2016, from **CITY OF HICKORY** (hereinafter designated as GRANTOR), to **PIEDMONT NATURAL GAS COMPANY, INC.**, (hereinafter designated as GRANTEE).

WITNESSETH

That GRANTOR, for and in consideration of the sum of $1,600.00 and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a temporary right of way and easement on and over the land of GRANTOR (or in which GRANTOR has interest) situated in Hickory Township, Catawba County, North Carolina, as described in deed(s) recorded in Book 2371, Page 885, Catawba County Registry, for the purpose of constructing and/or installing a pipeline facility, including but not limited to laying, storing, erecting, or parking equipment, materials, fill, components, parts, and tools necessary for constructing and/or installing a pipeline facility on the adjacent property.

The temporary right of way and easement herein granted encompasses 0.998 acres, more or less, as shown on the survey dated January 22, 2016 by Regional Land Surveyors, Inc. and entitled "Easement Survey for Piedmont Natural Gas Company to be Acquired from Owner: City of Hickory," which has been recorded in Plat Book _____ at Page ____ in the Catawba County Registry.

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: To keep said right of way cleared of trees, buildings, and other obstructions; and (3) to store equipment, material, and fill. For a period of 18 months from the commencement of construction.

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the North Carolina Utilities Commission, GRANTEE's current encroachment specifications, or any federal, state, or local law, rule, or regulation. GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this EASEMENT and annual crops of GRANTOR both inside and outside said right of way on the above-referenced land caused by the exercise of the rights granted herein and in going to and from said right of way, and shall be responsible for the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from said right of way, if claim is made within sixty (60) days after such damages are sustained.

To have and to hold said temporary right of way and easement rights unto GRANTEE, its affiliates, successors, and assigns, until construction of said pipeline is completed. GRANTOR expressly give(s) GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF TEMPORARY EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

GRANTOR hereby bind(s) GRANTOR and GRANTOR's heirs, representatives, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, this GRANT OF TEMPORARY EASEMENT has been signed and sealed by GRANTOR, as of the date first above written.

Subscribing Witnesses: (Optional)	GRANTOR
_____ Sign	_____ Sign
_____ Print	_____ Print
_____ Sign	_____ Sign
_____ Print	_____ Print

STATE OF NORTH CAROLINA
CITY OF

This_____day of_____ , 2016,_____personally came before me _____, who,being first duly sworn, says that (s)he is the_____ and that said writing was signed by him on behalf of The City of Hickory by its authority duly given.

And the said_____ acknowledged the said writing to be the act and deed of The City of Hickory.

STATE OF NORTH CAROLINA COUNTY OF _____ I _____, a Notary Public of the County and State above, certify that _____ personally came before me this day and acknowledged that (s)he is _____ of the City of Hickory, the County of Catawba and State of North Carolina, and by authority duly given, the foregoing instrument was signed in its name by _____ as its _____. WITNESS my hand and official stamp or seal this _____ day of _____, 2016. _____

Notary Public My Commission Expires: _____ [NOTORIAL SEAL_____

_____ Sign

_____ Print

[Stamp/Seal] Notary Public

My Commission Expires:_____

GRANT OF EASEMENT
TRANSMISSION

Return Recorded Document to:
Steve Chastain
Southeast Regional Director
Percheron Field Services, LLC
18635 Old Statesville Road
Cornelius, NC 28031

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA
TAX ID # 370116844836
370115734171
370115731634

LINE NUMBER 291
PARCEL NUMBER CATA-058_001, 059_000, 060_000
PROJECT NUMBER 209 MAYLAND

THIS GRANT OF EASEMENT made this _____ day of___, 2016, from **CITY OF HICKORY** (hereinafter designated as GRANTOR), to PIEDMONT NATURAL GAS COMPANY, INC., (hereinafter designated as GRANTEE).

WITNESSETH

That GRANTOR, for and in consideration of the sum of $7,200.00, and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a right of way and easement rights for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing, removing, and protecting one or more pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in Hickory Township, Catawba County, North Carolina, as described in deed(s) recorded in Book 895, 2041, 2371 Page 260,1400, 885 Catawba County Registry.

The right of way herein granted varies in width and encompasses 2.052 acres, more or less, as shown on the survey dated July 06, 2015, August 21, 2015, by Regional Land Surveyors, Inc. and entitled "Survey for Piedmont Natural Gas Company, Inc., across lands of City Of Hickory," which has been recorded in Plat Book _____ at Page _____ in the Catawba County Registry.

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: (1) free and full right of reasonable access to and from said right of way over and across the aforesaid land by use of existing or new access roads determined by GRANTOR (2) to keep said right of way cleared of trees, buildings, and other obstructions; and (3) to construct, install, operate, utilize, rebuild, remove, upgrade, protect and maintain pipes, valves, markers, cathodic protection equipment, anode beds and other appurtenant devises in conjunction with said gas facilities.

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the North Carolina Utilities Commission, GRANTEE'S current encroachment specifications, and any federal, state, or local law, rule, or regulation, provided that GRANTOR and GRANTEE agree that: (1) notwithstanding anything to the contrary herein, GRANTOR shall give written notification to GRANTEE and GRANTOR shall obtain written approval from GRANTEE, which shall not be unreasonably withheld, prior to any activity as defined in items (2)–(7) of this paragraph; (2) the depth of said gas facilities below the surface of the ground shall not be reduced nor increased by grading or any other work and any slopes allowed within said right of way shall be no greater than a four to one (4:1) ratio; (3) if streets, roads, equipment crossings, fences or utility lines are constructed across said right of way, they shall cross as nearly as possible at right angles to gas line(s) and in no event shall they be constructed laterally along and over the easement; (4) fences shall have minimum twelve (12) foot wide gate(s) (5) Removable pavers shall be installed along the entire length and width of the pipeline easement in paved parking areas; (6) improvements shall not adversely affect, in GRANTEE'S sole discretion, the access to, safety, construction, reconstruction, operation, or maintenance of GRANTEE'S facilities and GRANTEE shall not be liable for damages to said future improvements installed within said right of way; (7) landscaping on the right of way shall be limited to lawn grasses and shrubs which have a maximum mature height of four (4) feet, (8) buildings, storage sheds, mobile homes, wells, septic tanks, and/or related drain fields, absorption pits, detention ponds, irrigation systems (except crossing), sprinkler heads, swimming pools, ponds, lakes, erosion control sediment traps, underground vaults, burial grounds, explosives or flammable materials, fires of any type, fire hydrants, catch basins, air strips, electrical transformers or enclosures, utility poles, dumpsters, trash, uprooted stumps, boulders, rubble, building materials, junk or inoperable vehicles, satellite signal receiver systems, or other obstructions are prohibited within said right of way; (9) GRANTOR shall not: (a) interfere with GRANTEE'S access or maintenance to its facilities, or (b) endanger the safety of GRANTOR, GRANTEE, or the general public; (10) GRANTEE reserves the right to construct future pipelines within said right of way and GRANTOR shall not interfere with or object to the construction of said future pipelines with consent from GRANTOR

and said consent cannot be unreasonably withheld and (11) all facilities installed by GRANTEE shall be and remain the property of GRANTEE and may be removed by it at any time and from time to time.
GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this Grant of Easement and annual crops of GRANTOR both inside and outside said right of way on the above-referenced land caused by the construction, installation, operation, utilization, inspection, rebuilding, removal, and maintenance of said facilities, and in going to and from said right of way, and shall be responsible for the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from said right of way, if claim is made within sixty (60) days after such damages are sustained.

GRANTEE may make such changes, additions, alterations, upgrades, substitutions, repairs, replacements and improvements in and to its lines, facilities, structures and equipment, from time to time, as GRANTEE deems necessary, advisable or expedient.

The failure of the GRANTEE to exercise and/or enforce any of the rights, privileges and easements herein described shall not be construed as a waiver or abandonment of such rights, privileges and easements, and the GRANTEE thereafter may exercise and/or enforce, at any time and from time to time, any or all of them.

GRANTOR and GRANTEE agree that the rights, privileges and easements granted by this Grant of Easement touch and concern GRANTOR's land, and are of a commercial nature, and consequently are freely transferable and assignable by GRANTEE, at any time and in its sole discretion.

To have and to hold said right of way and easement rights unto GRANTEE, its affiliates, successors, and assigns, perpetually and continuously. GRANTOR expressly give(s) GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this Grant of Easement or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

GRANTOR hereby bind(s) GRANTOR and GRANTOR'S heirs, representatives, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, this Grant of Easement has been signed and sealed by GRANTOR, as of the date first above written.

Subscribing Witnesses: (Optional)

_____ Sign
_____ Print

_____ Sign
_____ Print

GRANTOR

_____ Sign
_____ Print

_____ Sign
_____ Print

STATE OF NORTH CAROLINA
CITY OF

This_____day of_____ , 2016,_____personally came before me _____, who,being first duly sworn, says that (s)he is the_____ and that said writing was signed by him on behalf of The City of Hickory by its authority duly given.

And the said_____ acknowledged the said writing to be the act and deed of The City of Hickory.

STATE OF NORTH CAROLINA COUNTY OF _____ I _____, a Notary Public of the County and State above, certify that _____ personally came before me this day and acknowledged that (s)he is _____ of the City of Hickory, the County of Catawba and State of North Carolina, and by authority duly given, the foregoing instrument was signed in its name by _____ as its _____. WITNESS my hand and official stamp or seal this _____ day of _____, 2016. _____

Notary Public My Commission Expires: _____ [NOTORIAL SEAL_____

_____

_____ Sign
_____ Print

[Stamp/Seal] Notary Public

My Commission Expires:_____

RETURN TO REGIONAL LAND SURVEYORS 8642 WEST MARKET STREET, SUITE 100 GREENSBORO, NORTH CAROLINA 27409

PLAT BOOK _____ PAGE _____

CERTIFICATE OF OWNERSHIP

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HICKORY AND THAT I HEREBY ADOPT THIS EASEMENT PLAT WITH MY FREE CONSENT.

_____
CITY OF HICKORY

_____
TITLE DATE

_____
CITY OF HICKORY

_____
TITLE DATE

NORTH CAROLINA CATAWBA COUNTY

I, _____ A NOTARY PUBLIC OF CATAWBA COUNTY NORTH CAROLINA, CERTIFY THAT _____ AND _____ PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS _____ DAY OF _____, 2016

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE:

"I, JEFFERY S. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN DEED BOOK 2371 PAGE 885, DEED BOOK 2041 PAGE 1400, DEED BOOK 845 PAGE 2100; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOK DEED BOOK 2371 PAGE 885, DEED BOOK 2041 PAGE 1400, DEED BOOK 845 PAGE 2100; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:12,345; THAT THE MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 22ND DAY OF JANUARY A.D. 2016.

PURPOSE OF THIS PLAT:

(D) THAT THE SURVEY IS OF ANOTHER CATEGORY, AN EASEMENT PLAT, AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.

NORTH CAROLINA PROFESSIONAL SEAL L-4464 LAND SURVEYOR JEFFERY S. SMITH

PRELIMINARY
NOT FOR
Recordation, Conveyance or Sales

_____
SURVEYOR

L-4464
LICENSE NUMBER

REVIEW OFFICER CERTIFICATION:

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, _____ REVIEW OFFICER OF CATAWBA COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL THE STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER DATE

PLANNING BOARD STATEMENT

PLAT APPROVED BY THE CITY OF HICKORY PLANNING BOARD.

_____
CHAIRMAN CITY OF HICKORY PLANNING BOARD DATE

NORTH CAROLINA DOT CERTIFICATE

THIS PLAT DOES NOT REQUIRE A CERTIFICATE OF APPROVAL BY THE DIVISION OF HIGHWAYS AS PROVIDED IN G. S. 136-102.6, SUBSECTION (G).

_____
PLANNING DIRECTOR OFFICER DATE

AREAS

PIN 370116844838:
AREA IN EXISTING PNG EASEMENT 46,947 SF/1.078 ACRES
AREA IN NEW PNG EASEMENT 11,490 SF/0.264 ACRES
TOTAL AREA IN PNG EASEMENT 58,437/1.342 ACRES

PIN 370115734171:
AREA IN EXISTING PNG EASEMENT 26,326 SF/0.605 ACRES
AREA IN NEW PNG EASEMENT 38,050 SF/0.873 ACRES
TOTAL AREA IN PNG EASEMENT 64,376 SF/1.478 ACRES

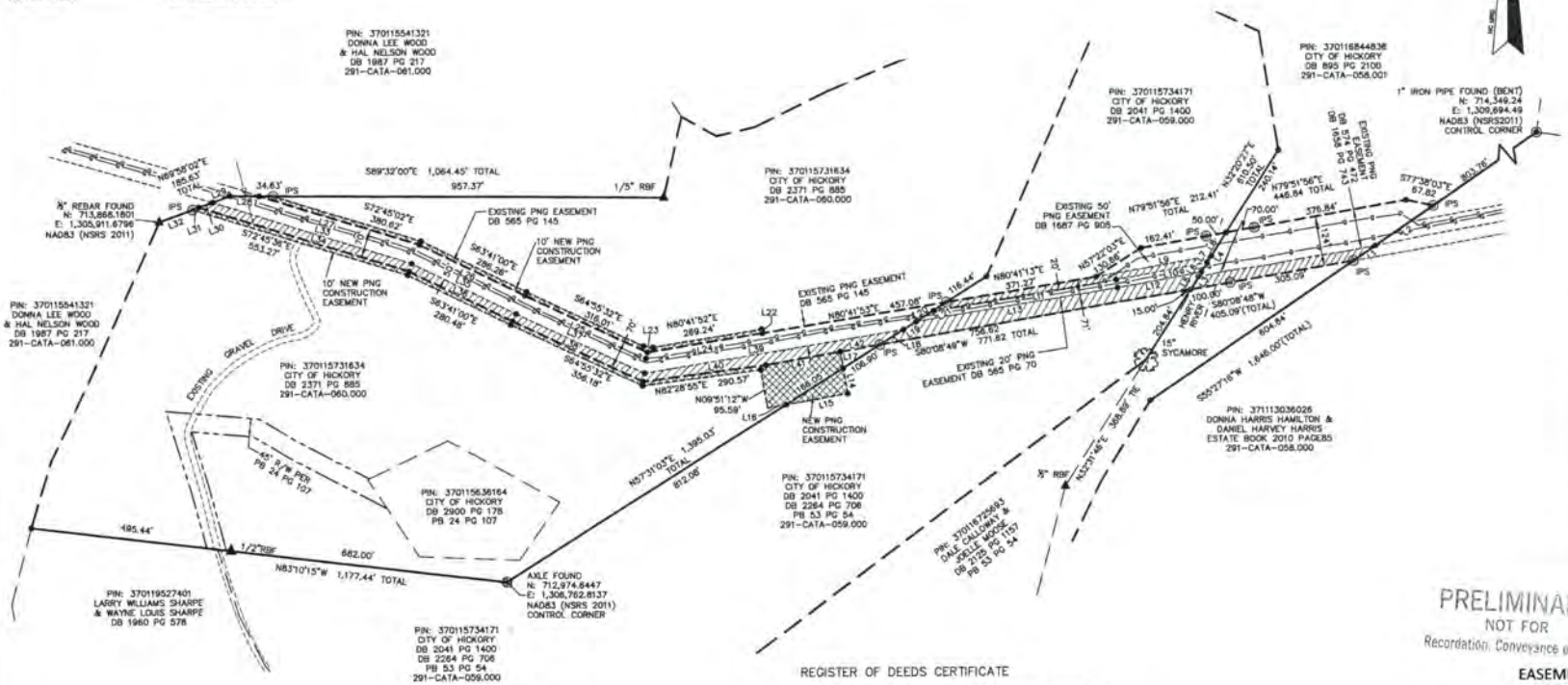
AREA IN CONSTRUCTION EASEMENT 4896 SF/0.112 ACRES

PIN 370115731634:
AREA IN EXISTING PNG EASEMENT 88,830 SF/2.039 ACRES
AREA IN NEW PNG EASEMENT 39,814 SF/0.914 ACRES
TOTAL AREA IN PNG EASEMENT 128,644 SF/2.953 ACRES

AREA IN CONSTRUCTION EASEMENT 43,370/0.996 ACRES

TOTALS:
AREA IN EXISTING PNG EASEMENTS 162,103 SF/3.722 ACRES
AREA IN NEW PNG EASEMENTS 89,354 SF/2.051 ACRES
AREA IN CONSTRUCTION EASEMENTS 48,266 SF/1.108 ACRES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°27'16"E	65.23'
L2	N55°27'16"E	172.17'
L3	N32°20'27"E	36.81'
L4	N32°20'27"E	128.71'
L5	N32°20'27"E	50.72'
L6	N32°20'27"E	27.82'
L7	N32°20'27"E	19.19'
L8	N32°20'27"E	67.79'
L9	S79°51'56"W	287.35'
L10	S79°20'45"W	227.50'
L11	S80°46'47"W	453.01'
L12	S79°26'27"W	208.72'
L13	S80°49'28"W	498.94'
L14	S09°51'12"E	63.89'
L15	S80°08'48"W	153.27'
L16	S80°08'48"W	46.73'
L17	S09°51'12"E	41.11'
L18	S57°31'03"W	88.57'
L19	S57°31'03"W	37.75'
L20	S57°31'03"W	49.65'
L21	S57°31'03"W	37.65'
L22	S09°18'08"E	10.00'
L23	S81°51'26"E	23.21'
L24	N80°41'52"E	284.30'
L25	S64°55'32"E	331.53'
L26	N63°41'00"E	265.57'
L27	S72°45'02"E	412.99'
L28	S89°32'00"E	72.45'
L29	N69°58'02"E	45.19'
L30	N69°58'02"E	35.88'
L31	N69°58'02"E	16.51'
L32	N69°58'02"E	88.05'
L33	S72°34'26"E	513.59'
L34	S72°45'36"E	540.92'
L35	S63°41'00"E	282.92'
L36	S63°41'00"E	281.17'
L37	S64°55'32"E	347.51'
L38	S64°55'32"E	353.15'
L39	N80°37'50"E	641.92'
L40	N82°28'55"E	301.86'
L41	N80°08'49"E	185.39'
L42	N80°08'49"E	98.62'



NOTES

1. ALL PROPERTY LINES AND CORNERS ESTABLISHED USING EXISTING CORNERS FOUND, EXISTING BOUNDARY EVIDENCE, AND DEEDS AND PLATS OF RECORD IN THE CATAWBA COUNTY REGISTER OF DEEDS OFFICE.
2. AREA BY COORDINATE COMPUTATION.
3. ALL DISTANCES ARE HORIZONTAL GROUND, IN FEET.
4. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES, OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE.
5. THIS SURVEY IS INTENDED FOR PNG EASEMENT ACQUISITION ONLY.
6. NC GRID COORDINATES AS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS UTILIZING NCGS' NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD 83(NSRS 2011) DATUM.

LEGEND

- ▲ RBF - REBAR FOUND (SIZE AS NOTED)
- ⊗ AXLE FOUND
- ◎ IPS - 3/4" IRON PIPE SET
- ■ COMPUTED POINT (NOT SET)
- BOUNDARY LINE
- BOUNDARY LINE NOT SURVEYED
- ADJOINER LINE NOT SURVEYED
- PNG NEW PERMANENT EASEMENT
- PNG TEMPORARY CONSTRUCTION EASEMENT
- EDGE OF WATER
- OHU OHU OVERHEAD UTILITIES

PNG NEW PERMANENT EASEMENT

PNG NEW TEMPORARY CONSTRUCTION EASEMENT

REGISTER OF DEEDS CERTIFICATE

REGISTER OF DEEDS CERTIFICATE CATAWBA COUNTY, NORTH CAROLINA

FILED THIS _____ DAY OF _____ 2016 AT _____

AND RECORDED IN PLAT BOOK: _____ PAGE_____

_____
REGISTER OF DEEDS

LANDOWNER

CITY OF HICKORY
76 N CENTER STREET
HICKORY, NC 28601
828-323-7400

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 Feet

PRELIMINARY
NOT FOR
Recordation, Conveyance or Sales

EASEMENT PLAT

PREPARED FOR

PIEDMONT NATURAL GAS COMPANY

PROPERTY OF

CITY OF HICKORY
HICKORY TOWNSHIP
CATAWBA COUNTY
HICKORY, NORTH CAROLINA

N.C. License No. C-1363
Regional Land Surveyors, Inc.
8642 WEST MARKET STREET, SUITE 100
GREENSBORO, NORTH CAROLINA 27409
TELEPHONE (336) 665-8155

Job# 1404.90 | DRAWN BY: JHB | DATE: 01/22/2016 | CREW CHIEF: **

Exhibit VIII.C.

3

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Dave Leonetti, Community Development Manager**

Contact Person: **Dave Leonetti, Community Development Manager**

Date: **February 17, 2016**

Re: **Approve Revisions to Vacant Building Revitalization Grant Program**

REQUEST

Approve Revisions to Vacant Building Revitalization Grant Program

BACKGROUND

In the 2015 session, the NC General Assembly approved some revisions to the state economic development law (NCGS § 158-7.1). The revisions clarified the procedural requirements for cities that make expenditures under that part. The City has used this section as the authority for its Vacant Building Grant Program since its inception in 2008. The statute now requires that the City hold a public hearing prior to expending funds under that authority.

ANALYSIS

The attached revisions to the guidelines outline the required procedures to keep the City's policy consistent with the new law. Another change removes the requirement for a Phase I Environmental Site Assessment prior to application for funding. Since the City no longer has funding from the EPA to conduct these assessments, this requirement is no longer practical as it creates an additional required cost to the owner that may not be required by their financing institution.

RECOMMENDATION

Staff recommends that City Council approve the proposed revisions to the Vacant Building Revitalization Grant Program.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier Initiating Department Head	2/17/16 Date	Deputy City Attorney, A. Dula	2-19-16 Date
Asst. City Manager Rodney Miller	2-19-16 Date	Asst. City Manager, A. Surratt	2/22/16 Date
Finance Officer, Melissa Miller	2-23-16 Date	Purchasing Manager, Bo Weichel	2-19-16 Date
	Date		

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

City Manager, M. Berry

Date

Revised: June 5, 2015

Vacant Building Revitalization and Demolition Grant Guidelines

The City of Hickory's Operation: No Vacancy initiative aims to redevelop distressed commercial and industrial areas. The changing nature of industrial and commercial development has led to disinvestment in certain areas of the city. This initiative provides infrastructure investments and targeted development incentives to encourage redevelopment and reinvestment in the city's urban core.

The Vacant Building Revitalization Incentive Grant program is one of the core programs of Operation: No Vacancy. The grant is intended to encourage the reuse of existing buildings that have been identified by city staff as vacant or under-utilized within a designated Urban Revitalization Area. This grant program is designed to help owners of vacant and under-utilized property make improvements that will result in the occupancy and reuse of the buildings.

Purpose of the Vacant Building Revitalization Grant Program

1. Attract reinvestment in distressed commercial and industrial corridors;
2. Encourage projects that will help reduce blight in the Urban Revitalization Area.
3. Encourage new and existing businesses to locate in substandard and functionally obsolete vacant buildings;
4. Beautify, upgrade, and market, vacant properties in the Urban Revitalization Area;
5. Stimulate and encourage good design in the rehabilitation of vacant properties; and
6. Preserve the unique character of historic properties;
7. Encourage the formation of public/private partnerships for revitalization efforts.

Geographic Boundaries of the Grant Program

The City of Hickory has designated an Urban Revitalization Area within the city limits. (See attached map.) Suspect Brownfield Sites, as determined by the Planning Director, are also eligible regardless of location. Other former mill or industrial buildings may be considered eligible if the redevelopment will contribute to the revitalization of the surrounding neighborhood as determined by the Planning Director. Only vacant commercial and industrial buildings are eligible.

Features of the Vacant Building Revitalization Grant

One grant of up to $20,000 or 15% of eligible projects costs (whichever is less) are available for interior and exterior improvements to vacant non-residential buildings greater than 10,000 square feet that are located in the Urban Revitalization Area. Multi-unit office and retail spaces are not eligible unless the entire building is vacant. Proposed renovations must include the entire building. City staff maintains a comprehensive list of vacant non-residential buildings in the city. The proposed building must be included in the inventory, unless the Planning Director makes a determination that the building is vacant and should be included in the inventory. The program is also open to suspect Brownfield sites, as designated by the Planning Director, regardless of location. Grants are awarded on a competitive basis, as appropriated funds are available within each fiscal year, with priority given to suspect Brownfield sites. Once funds are encumbered, the program is temporarily suspended until, and if, new funds are awarded through the subsequent budget process. During such time, the Business Development Committee may review completed applications for consideration, but those applications will not move forward until the next fiscal year or until funds are available. Grants are reviewed and considered on a first come-first serve basis.

- Grants are awarded on a reimbursement basis.
- Approvals for a grant ~~must be~~ secured before work begins on the proposed project.
- Applicants must invest ~~a~~ or spend at least $35,000 in eligible project improvements to be eligible for grant funding. At least $10,000 of the investment must include exterior improvements to the building.
- Buildings must be vacant for at least 12 months to qualify for grant funding.
- ~~A Phase I Environmental Site Assessment must be completed prior to City Council Approval.~~
- Projects must be for improvements to buildings and must respect the architectural integrity of the structure and its historic significance. Designated historic structures must comply with the city's historic preservation requirements. Examples of eligible improvements include, but are not limited to, the following list:
    - Window replacement
    - Repairs to the façade
    - Repairs to or replacement of the roof
    - HVAC, plumbing, and electrical systems

  - Interior up-fits
  - Improvements necessary to protect the structural integrity of the building
  - Door repairs or replacement
  - Awnings
  - Environmental site assessment and remediation
  - Site work, landscaping improvements, paving
- Funds may also be used for the demolition of substandard buildings, if approved by the Business Development Committee. If plans are not submitted for a new structure on the site at the time of the application, the applicant then must submit a site restoration plan for the vacant lot to ensure that the site is adequately cleaned up and will not contribute to blight in the community. The amount available for demolition will be at the discretion of the committee based on whether or not demolition is in the city's best interest and the best interest of the surrounding area. Grants for demolition are available at a maximum of 35 percent of demolition and site restoration costs up to a maximum of $15,000.
- Properties are considered for only one grant—either the vacant building revitalization grant OR the demolition grant. Subsequent and future grants are not available for the same property.
- Signage and business property are not eligible for grant funding. With the exception that signage improvements that involve the removal of nonconforming signs may be eligible for funding.
- Repairs eligible for grant funding must include the side fronting the street to which the building is addressed.
- Structure must be covered by a current insurance policy sufficient to cover the value of the structure plus improvements.
- Applicants must submit a reuse plan which details the applicant's plans to market and reuse the property.
- All activities must lead to the reuse of the vacant building within 24 months of the grant award. The site plan for demolition must be completed within 180 days of the grant award unless otherwise approved by Council. During the designated demolition and/or revitalization period, the affected property must remain in compliance with the Hickory Code of Ordinances and the Land Development Code.
- Suspect Brownfield sites and vacant manufacturing and warehouse buildings will be given priority.
- End users must be proposed for at least fifty percent of the building square footage. Existing businesses already located within the City of Hickory are not eligible for funding unless the Business Development Committee and City Council conclude that the relocation constitutes a significant expansion of the business. Changes to proposed end users outlined in the original application must be approved by City Council.
- Since one of the purposes of the program is to upgrade the building stock and stabilize declining buildings, successful applications will likely involve buildings that have not been significantly renovated in the past 15 years.
- There is no right or entitlement to grant funding. All funding decisions are made at the discretion of the granting authority and subject to budget appropriation.

Review Criteria

When reviewing proposals, the committee shall take the following into consideration:

- strength of the applicant's Reuse Plan
- impact to the tax base and the overall economic impact of the project
- number of jobs created by the project
- reduction of crime
- improvement to the overall appearance of the site, building, and business district
- how well the project accomplishes the goal of this program and the overall goals of Operation: No Vacancy
- whether the project meets the requirements outlined above
- length of time the building has been vacant
- compliance with the Hickory Code of Ordinances, the Land Development Code, and current master plans
- whether the building is a suspect Brownfield site
- appropriateness of the proposed use and the compatibility of the design of the redeveloped building to the surrounding area
- whether the proposed project will help reduce blight in the surrounding area

When evaluating proposals, the Business Development Committee, in light of the above factors, shall recommend approval or denial of the proposal by the Hickory City Council. If the Business Development Committee recommends disapproval of the grant, the application will only be presented to City Council if a written request of the applicant to proceed is received within 7 days of the Business Development Committee's decision.

The authority for this program is granted by NCGS 158-7.1, which gives cities and counties the authority to give cash grants for economic development purposes. A public hearing is required prior to approval of the grant by Hickory City Council.

Payment Schedule

Building Renovations

- Applicant will receive the grant award upon completion of improvements, receipt of a permanent Certificate of Occupancy, and occupancy of at least 50 percent of the building square footage by a use that is eligible for funding.
- During the designated demolition and/or revitalization period, the affected property must remain in compliance with the all applicable sections of the Hickory Code of Ordinance, the Land Development Code, and current master plans.

Performance Agreement Required

- Funds disbursed are treated as a forgivable loan. The performance period will last 3 years from the date funds are disbursed. The loan amount will be forgiven after the performance period provided at least 50 percent of the building square footage remains continuously occupied by a use that is eligible for funding under these guidelines.
- A project will be considered in breach of the performance agreement if any of the following conditions are met:
  - More than 10 percent of the building is occupied by a use not eligible for funding
  - More than 50 percent of the building square footage is vacant for more than 90 days.
  - Any of the funded improvements are removed within the performance period
- 1/3 of the loan amount will be forgiven annually on the anniversary of the date on which the grant award was made. If all conditions of the performance agreement are met, the loan will be forgiven after three years.

Building Demolition

- In cases where city funds are used for demolition and no building is being constructed, the approved site restoration plan must be completed before funds are disbursed.
- Upon inspection and completion of the approved site restoration plan, 100% of the grant award will be disbursed.
- The site plan for demolition must be completed within 180 days of the grant award unless otherwise approved by Council. City Council may in its sole discretion grant a longer time period based upon the complexity of the project.
- During the designated demolition and/or revitalization period, the affected property must remain in compliance with the all applicable sections of the Hickory Code of Ordinance, the Land Development Code, and current master plans.

Applicant Eligibility

Applicant must:

- Be the legal owner of the property (a copy of deed to the property is required);
- Furnish a current list of owners/partners and staff;
- Be financially stable;
- Not owe any back taxes, utilities fees, or civil penalties;
- Not have any properties within city limits that are currently subjects of zoning or code enforcement actions.
- No work may have started on the renovation of the building prior to grant application approval by City Council.

Funding Eligibility Exclusions

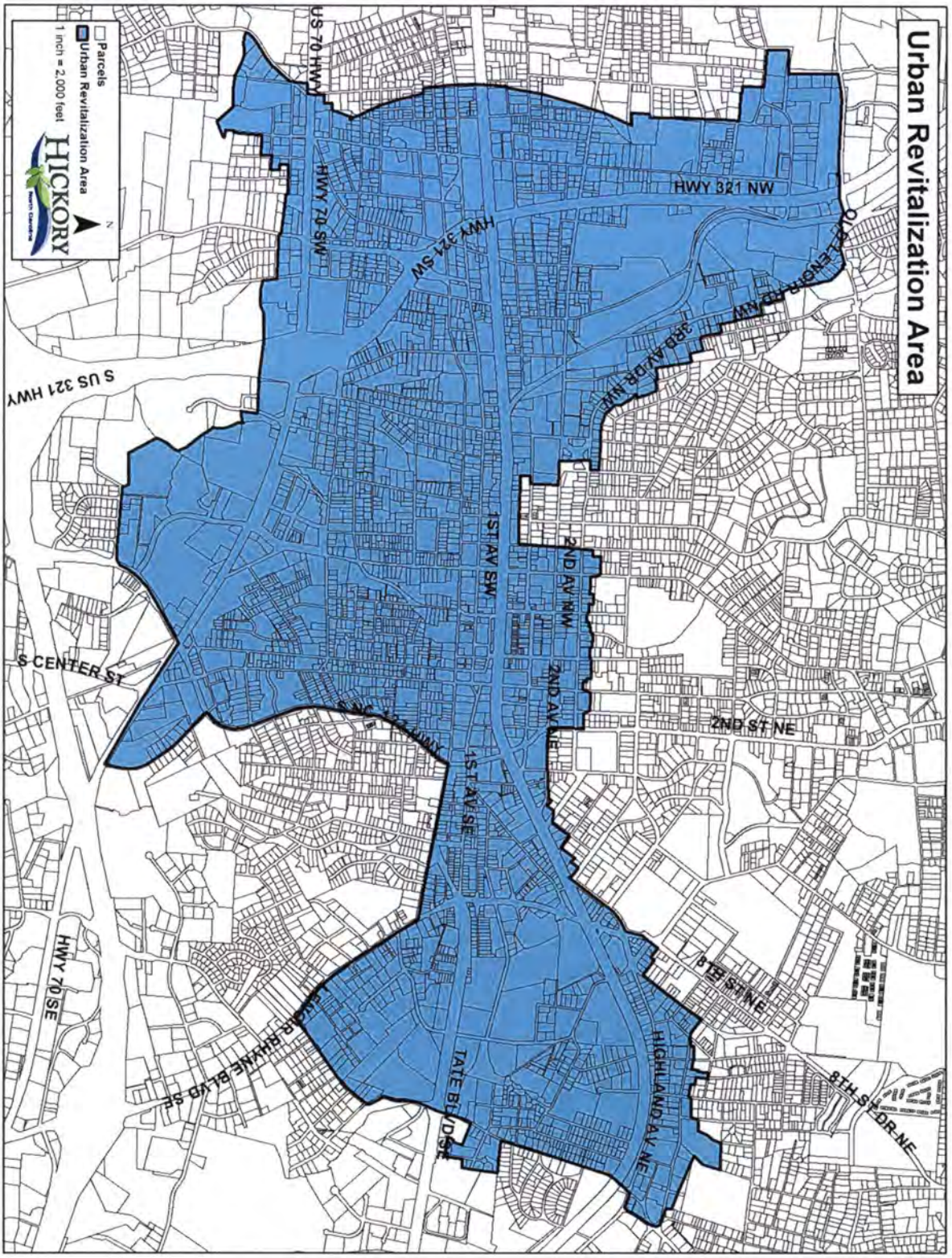
The following uses are not eligible for funding:

- One and Two Family Residential uses (Multi- Family and Mixed use residential and commercial projects may be considered). Note that existing multi-family complexes and residential structures are not eligible. The building must have been previously used for commercial or industrial purposes;
- Religious organizations for sectarian purposes;
- Not for profit organizations (non-profit organizations may lease buildings from for profit companies provided that the building stays on the property tax roll);
- Buildings not within the City of Hickory municipal limits;
- Individual K-12 schools (public or private);
- Organizations that discriminate on the basis of race, culture, gender sexual orientation, age, or religion;
- Political activities;
- Adult businesses;
- General storage, which is defined as the haphazard storage of goods within a building, is not permitted as an eligible use. Warehouse operations may be permitted if the business creates at least one full time job based out of the redeveloped building.
- Civic Organizations.

Funding Constraints

Grants are reviewed and considered on a first come-first serve basis and are awarded on a reimbursement basis. See the requirements above for more information.

City Council awards grants on a discretionary basis, as funds are available within each fiscal year, with priority given to suspect Brownfield sites. Once funds are encumbered for the fiscal year, the program is temporarily suspended until, and if, new funds are awarded through the subsequent budget process. During such time, the Business Development Committee may review completed applications for consideration, but those applications will not move forward until the next fiscal year or until funds are available. Approvals for a grant must be secured before work begins on the proposed project.


Urban Revitalization Area
Parcels
Urban Revitalization Area
1 inch = 2,000 feet
HICKORY
HWY 321 NW
OLD LENOIR RD NW
3RD AV DR NW
HWY 321 SW
US 70 HWY
HWY 70 SW
S US 321 HWY
1ST AV SW
2ND AV NW
2ND AV NE
S CENTER ST
2ND ST NE
1ST AV SE
HWY 70 SE
8TH ST NE
HIGHLAND AV NE
TATE BLVD SE
8TH ST DR NE

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VACANT BUILDING REVITALIZATION GRANT PROGRAM APPLICATION

Applications should be submitted to the Department of Planning and Development. For more information, please contact David Leonetti at (828) 323-7422.

APPLICANT INFORMATION

Legal Name of Applicant (must be the owner of the property):

Mailing Address: Street Address:

City: State: Zip:

Telephone: FAX: E-Mail:

Project Manager Name and Title (if different than above.):

Project Manager Organization Name:

PROJECT INFORMATION

Amount Requested: $ Project Title:

Address of Building: Zoning of the Parcel:

Proposed Use:

Year Building was constructed: Length of Time Building has been Vacant:

Square Footage of Building:

BUDGET INFORMATION

Total Cost of Renovation Project (excluding property acquisition): $

Total Eligible Project Expenses: $ Amount of Grant Request: $

Total Public Investment: $ Total Private Investment: $

REQUIRED ATTACHMENTS

All applications must include the following information:

- Completed application form
- A brief written description of the project
- Surveyed site plan indicating the location of all structures, landscaping, parking areas, and other features
- Building elevations of all sides of the building indicating proposed building materials and colors

- Detailed Cost Estimates and Scope of Work. A detailed Scope of Work that identifies the work tasks and associated costs should be provided in line-item form. Estimates/bids from at least two (2) contractors must be included for all proposed activities.
- Reuse plan indicating future plans for the property, funding partners, future tenants, etc.
- Site restoration plan, if funding is being used for demolition of a substandard building.
- Color photographs of the existing site or project area
- Current list of owners and occupants
- Copy of applicable insurance
- Copy of lease(s), if applicable

Property Owner Signature: _____
(Must be Notarized)

NORTH CAROLINA
_____ COUNTY
I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the foregoing instrument.
Witness my hand and official seal, this the _____day of _____.

_____
Notary Public
My Commission Expires: _____

6

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Dave Leonetti, Community Development Manager**

Contact Person: **Dave Leonetti, Community Development Manager**

Date: **February 19, 2016**

Re: **Accept Offer to Purchase City-owned Property at 159 12th Street Court SE**

REQUEST

Accept offer to purchase City-owned property at 159 12th Street Court SE.

BACKGROUND

Community Development Block Grant funds were used to purchase and rehabilitate the home located at 159 12th Street Court SE. Because the property was purchased and renovated with CDBG housing rehabilitation and purchase program funds, the property must be sold to a low or moderate income buyer and who will occupy the home as a principal residence. Staff has received an offer on the property for $81,000, which is slightly above the asking price of 79,900. However, the buyer is asking for $4,000 in closing cost assistance. This will help reduce the out of pocket expense for the buyer.

ANALYSIS

The property has been listed for sale with Hickory Real Estate Group since July 2015. Staff feels that this offer is fair in light of the income and owner occupancy restrictions on the home. Since this home is being sold to an income eligible buyer as affordable housing, NCGS 157-9 authorizes the city to sell the property without using a competitive sale or upset bid process. The competitive sale requirement would be incompatible with the income and ownership restrictions that are necessary due to the use of CDBG funds to purchase and rehabilitate the property.

RECOMMENDATION

Staff recommends acceptance of the offer to purchase City-owned property at 159 12th Street Court.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier Initiating Department Head	2/3/16 Date	Deputy City Attorney, A. Dula	2-19-16 Date
Asst. City Manager/Rodney Miller	2-19-16 Date	Asst. City Manager, A. Surratt	2/22/16 Date
Finance Officer, Melissa Miller	2-23-16 Date	Purchasing Manager, Bo Weichel	2-19-16 Date
	Date		

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

City Manager, M. Berry

Date

Revised: June 5, 2015

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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

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

(a) **"Seller":** City of Hickory

(b) **"Buyer":** Angie L. Rice

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 159 12th St Ct SE

City: Hickory Zip: NC

County: Catawba, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)

Plat Reference: Lot/Unit 3&16, Block/Section ---, Subdivision/Condominium -----

_____, as shown on Plat Book/Slide 49 at Page(s) 184

The PIN/PID or other identification number of the Property is: 371318303145

Other description: -----

Some or all of the Property may be described in Deed Book 3183 at Page 1356

(d) **"Purchase Price":**

$ 81,000.00	paid in U.S. Dollars upon the following terms:
$	BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
$ 500.00	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☒ personal check ☐ official bank check ☐ wire transfer, EITHER ☐ with this offer OR ☒ within five (5) days of the Effective Date of this Contract.
$	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer no later than _____, ***TIME BEING OF THE ESSENCE*** with regard to said date.
$	BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
$	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
$	BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
$ 80,500.00	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall

REALTOR®

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

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 2-T
Revised 7/2015
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Buyer initials AL _____ Seller initials _____ _____

have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): Historic Hickory Realty

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

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

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

(h) **"Due Diligence":** Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on March 25, 2016 ***TIME BEING OF THE ESSENCE*** with regard to said date.

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

(l) **"Settlement Date":** The parties agree that Settlement will take place on April 28, 2016 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing":** The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

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

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

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

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

2. **FIXTURES AND EXCLUSIONS.**

(a) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey: n/a

(b) **Specified Items:** Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement*, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under* subparagraphs *(b) and (c)*): n/a

Seller shall repair any damage caused by removal of any items excepted above.

***NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: Dishwasher, Dryer - Electric, Microwave, Range - Electric, Refrigerator, Washer

Buyer initials AK _____ _____ Seller initials _____ _____

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(**NOTE:** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **BUYER'S DUE DILIGENCE PROCESS:**

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

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

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

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association charges fees for confirming owners' association information and restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(**NOTE:** Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.)

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

(**NOTE:** See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

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

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

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

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period,* unless Buyer can obtain a written extension from Seller. SELLER IS NOT

OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer ☒ does ☐ does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☒ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of 96.5% LV plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed 4.500 % per annum (the "Loan").

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

(b) **Other Property:** Buyer ☐ does ☒ does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

(**NOTE:** This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

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

(d) **Residential Property and Owners' Association Property Disclosure Statement** (*check only one*):

☒ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.

☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

☐ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

_____.

Buyer initials AL _____ _____ Seller initials _____ _____

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(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (*check only one*):

☒ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.

☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

☐ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____ .

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

6. **BUYER OBLIGATIONS:**

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

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

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

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

7. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

☒ has owned the Property for at least one year.

☐ has owned the Property for less than one year.

☐ does not yet own the Property.

(b) **Lead-Based Paint** (*check if applicable*):

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

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

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation

- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The name, address and telephone number of the president of the owners' association or the association manager is: -----

Owners' association website address, if any: ----

The name, address and telephone number of the president of the owners' association or the association manager is: -----

Owners' association website address, if any: -----

8. **SELLER OBLIGATIONS:**

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

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

(c) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

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

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

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

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

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

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

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

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement $ 4,000.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

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

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

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

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

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

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

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

☒ No home warranty is to be provided by Seller.

☐ Buyer may obtain a one-year home warranty at a cost not to exceed $ _____ and Seller agrees to pay for it at Settlement.

☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of $ _____ and will pay for it at Settlement.

(**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

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

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

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

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes, garage door openers, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- ☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- ☐ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- ☐ Possession is subject to rights of tenant(s) (**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. **NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- ☐ Additional Provisions Addendum (Form 2A11-T)
- ☐ Additional Signatures Addendum (Form 3-T)
- ☐ Back-Up Contract Addendum (Form 2A1-T)
- ☐ Contingent Sale Addendum (Form 2A2-T)
- ☒ FHA/VA Financing Addendum (Form 2A4-T)
- ☐ Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
- ☐ Loan Assumption Addendum (Form 2A6-T)
- ☐ New Construction Addendum (Form 2A3-T)
- ☐ Seller Financing Addendum (Form 2A5-T)
- ☐ Short Sale Addendum (Form 2A14-T)
- ☐ Vacation Rental Addendum (Form 2A13-T)
- ☐ OTHER: _____

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

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

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

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

Buyer initials AR _____ _____ Seller initials _____ _____

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

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

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

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

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

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

Date: 2/17/16	Date:
Buyer Angie L. Rice Angie L. Rice	Seller City of Hickory
Date:	Date:
Buyer	Seller
Entity Buyer:	Entity Seller:
(Name of LLC/Corporation/Partnership/Trust/etc.)	(Name of LLC/Corporation/Partnership/Trust/etc.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: Historic Hickory Realty

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

Mailing Address: 547 3RD ST NE, Hickory, NC 28601

Individual Selling Agent: Glenn M Fisher

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

License #: 270991

Selling Agent Phone#: (828)514-6076

Selling Agent Fax#: _____

Selling Agent E-mail: glennmfisher@gmail.com

LISTING AGENT NOTICE ADDRESS:

Firm Name: Hickory Real Estate Group, Inc

Acting as ☒ Seller's Agent ☐ Dual Agent

Mailing Address: 813 Main Ave SW, Hickory, NC 28602-2603

Individual Listing Agent: Mike Kelly

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

License #: 249439

Listing Agent Phone#: (828)234-0479

Listing Agent Fax#: _____

Listing Agent E-mail: mike@hickoryrealestategroup.com

[THIS SPACE INTENTIONALLY LEFT BLANK]

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Hickory ("Seller")

Buyer: Angie L. Rice ("Buyer")

Property Address: 159 12th St Ct SE, Hickory, NC ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: _____ Firm: Hickory Real Estate Group, Inc

By: _____
(Signature)
Mike Kelly
(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date _____ Seller: _____
(Signature)
City of Hickory

Date _____ Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

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

Date _____ Firm: Historic Hickory Realty

By: _____
(Signature)

_____
(Print name)

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

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

Date _____ Firm: Historic Hickory Realty

By: _____
(Signature)

_____
(Print name)

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FHA/VA FINANCING ADDENDUM

Property: 159 12th St Ct SE, Hickory, NC

Seller: City of Hickory

Buyer: Angie L. Rice

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

FHA FINANCING: ☒ **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**
FEDERAL HOUSING ADMINISTRATION

AMENDATORY CLAUSE - It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement issued by the Federal Housing Commissioner, the Department of Veterans Affairs or a Direct Endorsement lender, setting forth the appraised value of the property of not less than $ 81,000.00 . The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

VA FINANCING: ☐

VA NOTICE TO BUYER - It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by DVA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by DVA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the DVA and which Buyer represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, Seller shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the sales contract.

If Buyer obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at Seller's expense. If such inspections are required to be performed and are required to be at Seller's expense, Seller agrees to pay the cost of such inspections, subject to the limit set forth in Paragraph 8(i) of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

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

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

REALTOR®

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 2A4-T
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Buyer initials AR _____ _____ Seller initials _____ _____

REAL ESTATE CERTIFICATION - The seller, the purchaser, and the broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract. The seller, the purchaser, and the broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

I CERTIFY I HAVE READ & UNDERSTAND THE ABOVE STATEMENTS:

BUYER/BORROWER Angie L. Rice DATE 2/17/16

BUYER/CO-BORROWER _____ DATE _____

Entity Buyer/Borrower: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

SELLING FIRM: Historic Hickory Realty BY: Glenn M Fisher

SELLER City of Hickory DATE _____

SELLER _____ DATE _____

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

LISTING FIRM: Hickory Real Estate Group, Inc BY: Mike Kelly

THE MORTGAGE LENDER MUST RECEIVE AN ORIGINAL SIGNATURE COPY

STANDARD FORM 2A4-T
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STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate (single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish purchasers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option and sale under a lease with option to purchase where the tenant does not occupy or intend to occupy the dwelling. A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.

2. You must respond to each of the questions on the following pages of this form by filling in the requested information or by placing a check (✓) in the appropriate box. In responding to the questions, you are only obligated to disclose information about which you have actual knowledge.

   a. If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an attorney, engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.

   b. If you check "No," you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.

   c. If you check "No Representation," you are choosing not to disclose the conditions or characteristics of the property, even if you have actual knowledge of them or should have known of them.

   d. If you check "Yes" or "No" and something happens to the property to make your Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the purchaser a corrected Disclosure Statement or correct the problem.

3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the purchasers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.

4. You must give the completed Disclosure Statement to the purchaser no later than the time the purchaser makes an offer to purchase your property. If you do not, the purchaser can, under certain conditions, cancel any resulting contract (See "Note to Purchasers" below). You should give the purchaser a copy of the Disclosure Statement containing your signature and keep a copy signed by the purchaser for your records.

Note to Purchasers: If the owner does not give you a Residential Property and Owner's Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of the Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

---

5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 159 12th ST CT SE, Hickory, 28602

Owner's Name(s): City Of Hickory

Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: _____ City Of Hickory Date 7/17/15

Owner Signature: _____ Date _____

Attest: _____
Debbie D. Miller
City Clerk

Purchasers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owners' agent; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents. Purchasers are strongly encouraged to obtain their own inspections from a licensed home inspector or other professional. As used herein, words in the plural include the singular, as appropriate.

Purchaser Signature: _____ Date 2/17/16

Purchaser Signature: _____ Date _____

REC 4.22
REV 7/14

Hickory Real Estate Group, Inc, 813 Main Ave SW Hickory, NC 28602
Phone: (828)234-0479 Fax: (866)242-7159 Michael Kelly

City of Hickory

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Property Address/Description: 159 12th ST CT SE, Hickory, 28602
N/A

The following questions address the characteristics and condition of the property identified above about which the owner has actual knowledge. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

	Yes	No	No Representation
1. In what year was the dwelling constructed? _____ . Explain if necessary: _____			☒
2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including modifications to them?	☐	☐	☒
3. The dwelling's exterior walls are made of what type of material? ☐ Brick Veneer ☐ Wood ☐ Stone ☐ Vinyl ☐ Synthetic Stucco ☐ Composition/Hardboard ☐ Concrete ☐ Fiber Cement ☐ Aluminum ☐ Asbestos ☐ Other _____ (Check all that apply)			☒
4. In what year was the dwelling's roof covering installed? _____ (Approximate if no records are available) Explain if necessary: _____			☒
5. Is there any leakage or other problem with the dwelling's roof?	☐	☐	☒
6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?	☐	☐	☒
7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?	☐	☐	☒
8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?	☐	☐	☒
9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?	☐	☐	☒
10. What is the dwelling's heat source? ☐ Furnace ☐ Heat Pump ☐ Baseboard ☐ Other _____ (Check all that apply)... Age of system: _____			☒
11. What is the dwelling's cooling source? ☐ Central Forced Air ☐ Wall/Window Unit(s) ☐ Other _____ (Check all that apply)... Age of system: _____			☒
12. What are the dwelling's fuel sources? ☐ Electricity ☐ Natural Gas ☐ Propane ☐ Oil ☐ Other _____ (Check all that apply) If the fuel source is stored in a tank, identify whether the tank is ☐ above ground or ☐ below ground, and whether the tank is ☐ leased by seller or ☐ owned by seller. (Check all that apply)			☒
13. What is the dwelling's water supply source? ☐ City/County ☐ Community System ☐ Private Well ☐ Shared Well ☐ Other _____ (Check all that apply)			☒
14. The dwelling's water pipes are made of what type of material? ☐ Copper ☐ Galvanized ☐ Plastic ☐ Polybutylene ☐ Other _____ (Check all that apply)			☒
15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?	☐	☐	☒
16. What is the dwelling's sewage disposal system? ☐ Septic Tank ☐ Septic Tank with Pump ☐ Community System ☐ Connected to City/County System ☐ City/County System available ☐ Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) ☐ Other _____ (Check all that apply)			☒
17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit? If your answer is "yes" how many bedrooms are allowed? _____ ☐ No records available	☐	☐	☒
18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?	☐	☐	☒
19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems?	☐	☐	☒
20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?	☐	☐	☒

Owner Initials and Date _____ 7.17.15 Owner Initials and Date _____
Purchaser Initials and Date AK 2/17/16 Purchaser Initials and Date _____

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	Yes	No	No Representation
21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired?	☐	☐	☒
22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property?	☐	☐	☒
23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?	☐	☐	☒
24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)?	☐	☐	☒
25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) which affect the property?	☐	☐	☒
26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property?	☐	☐	☒
27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?	☐	☐	☒
28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	☐	☐	☒
29. Is the property the subject to a flood hazard or is the property located in a federally-designated flood hazard area?	☐	☐	☒
30. Does the property abut or adjoin any private road(s) or street(s)?	☐	☐	☒
31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintance agreements dealing with the maintenance of the road or street?	☐	☐	☒

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets, if necessary):

_____

_____

_____

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

	Yes	No	No Representation
32. To your knowledge, is the property subject to regulation by one or more owners' association(s) or governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot, including, but not limited to obligations to pay regular assessments or dues and special assessments? If your answer is "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:	☐	☐	☒

[specify name) _____ whose regular assessments ("dues") are $ _____ per _____. The name, address, and telephone number of the president of the owners' association or the association manager are _____

_____

_____

_____.

[specify name) _____ whose regular assessments ("dues") are $ _____ per _____. The name, address, and telephone number of the president of the owners' association or the association manager are _____

_____

_____

_____.

*If you answered "Yes" to question 32 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 32 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.

Owner Initials and Date _____ 7-17-15 Owner Initials and Date _____

Purchaser Initials and Date AR 2/17/16 Purchaser Initials and Date _____

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	Yes	No	No Representation
33. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: _____	☐	☐	☒
34. As of the date this Disclosure Statement is signed, are any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____	☐	☐	☒
35. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the property or lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____	☐	☐	☒
36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the planned community or the association to which the property and lot are subject, with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____	☐	☐	☒

37. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply).

	Yes	No	No Representation
Management Fees	☐	☐	☐
Exterior Building Maintenance of Property to be Conveyed	☐	☐	☐
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed	☐	☐	☐
Common Areas Maintenance	☐	☐	☐
Trash Removal	☐	☐	☐
Recreational Amenity Maintenance (specify amenities covered) _____	☐	☐	☐
Pest Treatment/Extermination	☐	☐	☐
Street Lights	☐	☐	☐
Water	☐	☐	☐
Sewer	☐	☐	☐
Storm water Management/Drainage/Ponds	☐	☐	☐
Internet Service	☐	☐	☐
Cable	☐	☐	☐
Private Road Maintenance	☐	☐	☐
Parking Area Maintenance	☐	☐	☐
Gate and/or Security	☐	☐	☐

Other: (specify) _____

Owner Initials and Date JNB 7-17-15 Owner Initials and Date _____

Purchaser Initials and Date AR 2/17/16 Purchaser Initials and Date _____

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STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b), including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check √ in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

		Yes	No	No Representation
AR Buyer Initials	1. Mineral rights were severed from the property by a previous owner.	☐	☐	☑
AR Buyer Initials	2. Seller has severed the mineral rights from the property.	☐	☑	
AR Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	☐	☑	
AR Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.	☐	☐	☑
AR Buyer Initials	5. Seller has severed the oil and gas rights from the property.	☐	☑	
AR Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	☐	☑	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Attest: Arlene B. Miller
Arlene D. Miller
City Clerk

CITY OF HICKORY NORTH CAROLINA 1870

Property Address: 159 12th ST CT SE, Hickory, 28602

Owner's Name(s): City Of Hickory

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: [signature] City Of Hickory Date 7/17/15

Owner Signature: _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Angie Rice Date 2/17/16

Purchaser Signature: _____ Date _____

REC 4.25
1/1/15
City of Hickory

Hickory Real Estate Group, Inc, 813 Main Ave SW Hickory, NC 28602
Phone: (828)234-0479 Fax: (866)242-7159 Michael Kelly

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BUDGET ORDINANCE AMENDMENT # 18

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
Public Safety	21,057	
TOTAL	21,057	-

SECTION 2. To Amend the General Fund revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	293	
Other Financing Sources	20,764	
TOTAL	21,057	-

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 _____ , 2016

_____
Mayor

_____
Clerk

original to finance

Exhibit X.A. 2-11-16

CITY OF HICKORY
TRAVEL EXPENSE REPORT

Name of Coworker: Mick Berry

Travel dates: Wed, 02-03-16 - Friday, 02-05-16

Date of Report: February 10, 2016
(Must be submitted no later than 10 days after date of return)

North Carolina League of Municipalities (NCLM) Legislative Action Committee / Regulatory Action Committee Meetings
NC City and County Management Seminar
Course description

Sheraton Imperial Hotel, Research Triangle Park, Durham
Location

PLEASE ATTACH ALL REQUIRED RECEIPTS

				2/19/16				TOTALS		
	SUN	MON	TUES	WED	THURS	FRI	SAT	Cash	Credit Card	Vendor Ck
Room				130.53	130.53				261.06	
Meals				20.50	30.75	10.25		61.50		
Registration Fees				335.00					335.00	
Airfare Expense										
Rental Car										
City Vehicle Expense										
Personal Vehicle (1)					183.43	Mileage		183.43		
City Fuel Card										
Other (2) Hotel Parking									0.00	
								$244.93	$596.06	

If personal vehicle was used, please fill in the number of miles driven: 319
(See notes #1 and #2)

Total Cash Expenses	$ 244.93	Balance Due Coworker	$ 183.43	183.43	Account #	010-4200-515.14-01
Cash Advanced	$ 61.50	Balance Due City	$ **0.00**	$61.50	Account #	010-4200-512.10-02
Credit Card	$ 596.06				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 Mick Berry

Mick Berry
Approved by

2-11-16
Date

1 - Current federal rate is $0.565 per mile. May only receive reimgbursement for use of a personal vehicle is City vehicle was not available.

2 - List other expenses on reverse side

5

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Caroline M. Kone, Transportation Manager

Contact Person: Caroline M. Kone, PE

Date: February 19, 2016

Re: Hold a public hearing to consider adopting an Unmuffled Engine Noise Ordinance.

REQUEST

Council to hold a public hearing to consider adopting an ordinance to restrict unmuffled engine noise within City of Hickory limits.

BACKGROUND

Unmuffled engine noise is a concern for citizens, especially those who live near the interchange at I-40 and US Hwy 321 particularly at night. Large trucks exiting the interstate use their engine to slow them down in an inappropriate manner in lieu of using their braking systems properly. The noise caused by using this method is loud and disturbing to nearby property owners creating noise pollution.

ANALYSIS

The City of Hickory Traffic Division has worked closely with NCDOT to follow guidelines in order to restrict unmuffled engine noise. Steps are being taken to get the appropriate signage in place as soon as the ordinance is passed.

The ordinance process requires Council to hold a public hearing. Notice of the proposed ordinance was published February 19, 2016 in the local newspaper.

RECOMMENDATION

Staff recommends Council consider adopting the ordinance regarding unmuffled engine noise.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?	Yes	No
	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen Initiating Department Head	Date	Deputy City Attorney, A. Dula	2-19-16 Date
Asst. City Manager, R. Miller	2-19-16 Date	Asst. City Manager, A. Surratt	2/22/16 Date
Finance Officer, Melissa Miller	2-23-16 Date	Administrative Services Director M. Bennett	Date
Purchasing Manager, Bo Weichel	2-19-16 Date		

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

City Manager, M. Berry

Date

_____ Approved on first reading

_____ Approved on second reading

ORDINANCE NO. 16-10

AN ORDINANCE OF THE CITY OF HICKORY, NC RELATING TO THE REGULATION OF UNMUFFLED ENGINE COMPRESSION BRAKES

WHEREAS, under N.C.G.S. 160A-187, a city may by ordinance regulate, restrict, or prohibit the production or emission of noises or amplified speech, music, or other sounds that tend to annoy, disturb, or frighten its citizens; and

WHEREAS, the use of engine compression brakes, also known as "jake brakes" by motor vehicles, creates noise which unreasonably and excessively disturbs the public; and

WHEREAS, the City Council of the City of Hickory deems it appropriate and necessary to prohibit the use of engine compression brakes in the City of Hickory; and

WHEREAS, the City Council of the City of Hickory finds that adoption of this ordinance would further the public health, safety and welfare of the City of Hickory:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA, DO ORDAIN AS FOLLOWS:

Section 1 Amended:

Definitions.

Unmuffled engine compression brake: a motor vehicle brake which is activated or worked by the compression of the engine of a motor vehicle, and which is not effectively muffled to prevent excessive noise.

Prohibition.

(a) No person shall use an engine braking system within the corporate limits of the City of Hickory which is in any way activated or operated by the compression of the engine of any such motor vehicle or any such unit or part thereof, except in cases of emergency or necessary for the protection of persons and/or property.

(b) The City of Hickory shall identify the areas that engine braking is prohibited and signs shall be conspicuously posted in such areas stating: "No engine braking" or its equivalent.

Section 2: Severability.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

Section 3: Repealed.

All ordinances or provisions of the Hickory City Code of Ordinances which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

Section 4: Effective Date.

This Ordinance shall become effective April 25, 2016.

ORDAINED by the City Council of Hickory, North Carolina, this the _____ day of _____, 2016.

THE CITY OF HICKORY

A North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: _____

Rudy Wright, Mayor

_____

Debbie Miller, City Clerk

Approved as to form this 19th day of February, 2016.

Arnita M. Dula

Arnita M. Dula, Deputy City Attorney