

A G E N D A

HICKORY CITY COUNCIL

October 4, 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
76 North Center Street

October 4, 2016
7:00 p.m.

- I. Call to Order
- II. Invocation by Rev. Wil Posey, Associate Pastor, First United Methodist Church
- III. Pledge of Allegiance
- IV. Special Presentations
 - A. Presentation of Fire Prevention Week Proclamation. **(Exhibit IV.A.)**
 - B. Presentation of National Physical Therapy Month Proclamation. **(Exhibit IV.B.)**
 - C. Presentation of the Catawba County Strategic Plan from Catawba County Manager Mick Berry.
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of September 20, 2016. **(Exhibit VI.A.)**
 - B. Special Meeting of September 15, 2016. **(Exhibit VI.B.)**
 - C. Special Meeting of September 26, 2016. **(Exhibit VI.C.)**
 - D. Special Meeting of September 27, 2016. **(Exhibit VI.D.)**
- 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 the Purchase of a 2017 Rosenbauer Commander Pumper from C.W. Williams in the Amount of \$475,990. **(First Reading Vote: Unanimous)**
 - B. Acceptance of the Bid and Award of the Construction Contract to Iron Mountain Construction Company, Inc. in the Amount of \$278,172. **(First Reading Vote: Unanimous)**
 - C. Acceptance of Two Easements, a 25 Foot Temporary Construction Easement and a 25 Foot Permanent Easement for the Properties of Cynthia Williams Huffman Described as PIN 3724-18-40-6417 and PIN 3724-18-40-4654. **(First Reading Vote: Unanimous)**

- D. Approval of Easements for Property of the City of Hickory to Piedmont Natural Gas for the Replacement of a Natural Gas Line Along 1st Avenue SW. **(First Reading Vote: Unanimous)**
- E. Budget Revision Number 7. **(First Reading Vote: Unanimous)**
- F. Consideration of Vacant Building Demolition Grant for Jerry Lee Pruitt, LLC for Property Located at 212 12th Avenue NE, the former Regal Manufacturing Building. **(First Reading Vote: Unanimous)**
- G. Approval of a Joint Economic Development Agreement with Corning Optical Communications LLC. **(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. Acceptance of a Grant Agreement and Resolution for Project 36244.33.12.1 from the North Carolina Department of Transportation. **(Exhibit VIII.A.)**

North Carolina Department of Transportation (NCDOT) awarded the City of Hickory a grant for this project which City Council accepted May 19, 2015. By letter dated August 30, 2016, the NCDOT has approved the City's request for aid and requires approval of the Grant Agreement. This grant has a State share of 90 percent equal to \$180,000 and a local share of 10 percent equal to \$20,000. Said grant funds are allocated for the use of land acquisition and obstruction removal at the Hickory Regional Airport. Land acquisition and obstruction removal are needed to allow for a safe glide path for a 600 foot extension of Runway 6. This grant will assist in the continuation of the airfield improvement program as recommended by the Airport's Task Force. Land acquisition is an important part to the future of the airport's growth and continued economic vitality. Staff recommends Council's acceptance and approval of the Grant Agreement and Resolution for Project 36244.33.12.1 from the North Carolina Department of Transportation.

- B. Special Events Activities Application EmergeOrtho's Oktoberfest 5K Footrace and Fun Run, Robin Lutz, Marketing Director, Carolina Orthopaedic Specialists, now EmergeOrtho, PA, October 8, 2016 5:00 a.m. to 11:30 a.m., 76 North Center Street. **(Exhibit VIII.B.)**

- C. Approval of Vacation Days to Give as Prizes for the 2016 United Way Campaign and for the 2016 Coworker Appreciation Event. **(Exhibit VIII.C.)**

Human Resources requests vacation days to give as prizes for the 2016 United Way Campaign and also for the 2016 Coworker Appreciation Event to be held on November 3, 2016. Historically Council has granted vacation days to use as prizes. For the United Way Campaign, it increases participation and for the Coworker Event, it is a big hit each year. Staff request two vacation days for a drawing for all fair share givers, and one vacation day for a drawing for all coworkers who pledged at least \$8 per month. Staff request eight vacation days in total to use for door prizes, three one-day vacation winners and the grand prize of a five-day vacation package. Staff recommends approval of this annual request.

- D. Approval of the "Food for Fines" Amnesty Weeks at the Libraries from November 7-21, 2016. **(Exhibit VIII.D.)**

Staff requests approval of the waiver of overdue fines for library customers who donate canned, boxed, or bagged food items at either Patrick Beaver Memorial Library or Ridgeview Branch Library during the two-week period of November 7-21, 2016. One

item of food will cancel one dollar in overdue fines, and donated items will be given to Greater Hickory Cooperative Christian Ministry. The program was successfully carried out in past years, resulting in thousands of items collected to help feed the hungry in our community during the holidays. This is the fourth year in a row that Hickory Public Library and Catawba County Library System will partner to sponsor "Food for Fines" event during the same period. The annual event receives strong support from library users, and many donate items whether or not they have fines. This year's event is scheduled to coincide with National Hunger and Homelessness Awareness Week. Library Staff recommend Council's approval of the annual "Food for Fines" Amnesty Weeks.

- E. Acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage Easement for the Property of Hickory Springs Manufacturing Company, PIN 3703-19-50-1321 for Installation of Utilities Infrastructure. **(Exhibit VIII.E.)**

Staff requests acceptance of a temporary construction easement and permanent sanitary sewer/storm drainage easements for the property of Hickory Springs Manufacturing Company described as PIN 3703-19-50-1321 for installation of utilities infrastructure. The easements are necessary for completion of the Central Business District infrastructure replacement and rehabilitation project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. These easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easements were negotiated for a total sum of recording fees in exchange for the easements. Staff recommends acceptance of a temporary construction easement and permanent sanitary sewer/storm drainage easements for the property of Hickory Springs Manufacturing Company described as PIN 3703-19-50-1321 for installation of utilities infrastructure.

- F. Acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage Easement for the Property of Hickory Springs Manufacturing Company, PIN 3703-19-50-2154 for Installation of Utilities Infrastructure. **(Exhibit VIII.F.)**

Staff requests acceptance of a temporary construction easement and permanent sanitary sewer/storm drainage easements for the property of Hickory Springs Manufacturing Company described as PIN 3703-19-50-2154 for installation of utilities infrastructure. The easements are necessary for completion of the Central Business District infrastructure replacement and rehabilitation project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. These easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easements were negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement and permanent sanitary sewer/storm drainage easements for the property of Hickory Springs Manufacturing Company described as PIN 3703-19-50-2154 for installation of utilities infrastructure.

- G. Acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage Easement for the Property of Hickory Springs Manufacturing Company, PIN 3703-19-50-2310 for Installation of Utilities Infrastructure. **(Exhibit VIII.G.)**

Staff requests acceptance of a temporary construction easement and permanent sanitary sewer/storm drainage easements for the property of Hickory Springs Manufacturing Company described as PIN 3703-19-50-2310 for installation of utilities infrastructure. The easements are necessary for completion of the Central Business District infrastructure replacement and rehabilitation project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in

the amount of \$1.3641 million dollars. These easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easements were negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement and permanent sanitary sewer/storm drainage easements for the property of Hickory Springs Manufacturing Company described as PIN 3703-19-50-2310 for installation of utilities infrastructure.

- H. Approval of a Proclamation for Dyslexia Awareness Month. **(Exhibit VIII.H.)**
- I. Approval of a Proclamation for Constitution Week 2016. **(Exhibit VIII.I.)**
- J. Acceptance of the Bid and Award the Contract to General Services, Inc. in the Amount of \$78,300 for Repairs and Coating at the Water Treatment Facility. **(Exhibit VIII.J.)**

Staff requests Council's acceptance of the bid and award of the contract for exterior clear well renovations including repairs and coating at the water treatment facility to General Services Inc., in the amount of \$78,300. The water treatment facility was last upgraded in 1993 with major components being constructed and the capacity being expanded to 32 million gallons per day. The City added a four million gallon, a two million gallon and a renovated one million gallon clear well. These tanks are concrete tanks and have required minimal maintenance other than cleaning. The existing exterior coatings have been in place for approximately 23 years and are starting to show significant signs of degradation. This project is identified as normal maintenance to improve aesthetic appearance of the facility as well as protect the concrete structures. Staff evaluated the submittal packages which included: General Services, Inc. \$78,300; Southern Painting & Maintenance Specialist \$130,500; Carolina Coating Solutions \$138,867, and Charlotte Paint Company, Inc., no bid. Staff recommends award of the project to General Services, Inc. as the properly licensed and insured responsible low bidder. This project is budgeted in the Public Utility/Water Treatment Facility Operational Budget for FY 2016/2017.

- K. Approval of the Resolution Accepting the Offer of Dedication for Public Street Right of Way for 42nd Avenue Drive NW, as Shown on Plat Book 46, at Pages 90-92 of the Catawba County Registry. **(Exhibit VIII.K.)**

Staff requests Council's consideration of the acceptance of the offer of public dedication of street right of way, being 1.1 acres of land area, known as 42nd Avenue Drive NW, as shown on Plat Book 46, Pages 90-92 of the Catawba County Registry. In 1998, the developers of the Landing at Moore's Ferry Phase VII made an offer of public dedication for the street rights of way within the development. The City accepted the offer of dedication for the streets, but was unable to accept 42nd Avenue Drive NW, as at the time this street was not inside the corporate boundaries of the City of Hickory. Since this time the street right of way for 42nd Avenue Drive NW has been annexed. In order to provide for public use and maintenance of this street, the offer of public dedication originally offered must be formally accepted by the City of Hickory by means of a duly executed Resolution. This requirement is outlined in the North Carolina General Statutes, as well as the City's Land Development Code. The street has recently been repaired and resurfaced as instructed by the City of Hickory, and been found to meet the minimum design requirements necessary for public maintenance. Staff recommends Council's approval of the Resolution accepting the offer of dedication for 42nd Avenue Drive NW, as shown on Plat Book 46, Pages 90-92 of the Catawba County Registry.

- L. Approval of a Close Out Deductive Change Order Number 1 with Wilkie Construction Related to Phase II of the Planned Improvements to Hickory Optimist Park. **(Exhibit VIII.L.)**

Wilkie Construction was the low bidder with a bid of \$290,800 for the Phase II improvements to Hickory Optimist Park. Phase II of the project involved the demolition of an existing storage building and the construction of a new pre-engineered community

building with restrooms. This project has been funded with Community Development Block Grant Funds and Rental Rehab Program Income. Change order number one represents value engineering items discussed with the contractor to reduce the final price of the project and modify and improve the electrical service at the park site. The overall result of the change order will be a reduction in the final contract amount of \$7,645 and make the final contract amount \$283,155. Staff recommends approval of the deductive close out change order number one related to Phase II if the planned improvements to Hickory Optimist Park.

M. Budget Revision Number 8. **(Exhibit VIII.M.)**

1. *To recognize \$250.00 in General Fund revenue received from donations to the Youth Council. The funds will be used for registration fees for a State Youth Council Conference.*
2. *To establish a Grant Project Ordinance in the amount of \$31,020 for the 2016 Justice Assistance Grant. The City of Hickory and Catawba County have received notification to receive a combined allocation of \$31,020 under this federal program. Cities and Counties are required to submit joint applications for the available funding. Catawba County is eligible for a direct award of \$12,113 and the City of Hickory is eligible for a direct award of \$18,907. There is no match required. The City of Hickory has agreed to serve as lead agency in the grant process. The Hickory Police Department will use the \$18,907 in grant funds to purchase an Oculus System and DARE supplies to educate the Hickory City School fifth and sixth grade classes.*
3. *To establish a Grant Project Ordinance in the amount of \$80,000 for the 2016 Urgent Repair Program. The City of Hickory was approved for a NC Housing Finance Agency award in the amount of \$75,000 with a required local match of \$5,000. The local match will be provided by Miscellaneous Revenues / Program Income.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. Consideration of a Voluntary Contiguous Annexation of Realty Income Properties 28, LLC, Located at 2173 13th Avenue Drive SE, Containing 6.25 Acres. **(Exhibit XI.A.1.)**

Realty Income Properties 28, LLC submitted a petition for the voluntary contiguous annexation of 6.25 acres of property, which consists of a newly created tract of property located at 2173 13th Avenue Drive SE. The annexation is being requested so that the property can be connected to the City's water and sewer system. The newly created tract has yet to be mapped or assessed by the Catawba County Tax Department. The properties from which the newly configured tract was created have tax values in the vicinity of \$250,000 per acre of property. Given the size of the annexation area, the subject property (undeveloped land) could realistically have an assessed value of \$1.5 million. This would be in addition to the value of the retail facility once it has been completed. Staff determined the petition meets the statutory requirements for voluntary contiguous annexation, and adequate public services are available. Staff recommends Council's approval of the Voluntary Contiguous Annexation of the property located at 2173 13th Avenue Drive SE, containing 6.25 acres.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 23, 2016.

2. Consideration of Amending Chapter 4 Section 4-21(a) of the Hickory Code of Ordinances. **(Exhibit XI.A.2.)**

Chapter 4 (Animals and Fowl), Section 4-21 of the Hickory City Code concerns Restraint of Animals. Section 4-21(a) stipulates that an animal can be off an owner's property if it is under the physical control of a person and physically restrained by a chain, leash or harness that is held in the hand of the person. An animal is not considered restrained if it is on a chain, leash or harness but, is not under the control of the owner or caregiver. Section 4.21(a) allows for the two following exceptions: 1) Service animals trained to provide assistance to persons impaired in sight, hearing, mobility or any other impairment; and, 2) A working police dog in the course and scope of its duties. Now that the City of Hickory operates the Fairbrook Optimist Dog Park, a third exception is required: 3) Dogs in city dog parks. The Parks and Recreation Commission, at their September 13, 2016 meeting, endorsed the ordinance amendment. Staff recommends approval of the Ordinance amending Chapter 4 Section 4-21(a) of the Hickory Code of Ordinances.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 23, 2016.

3. Consideration of Petition Number 16-01 for Installation of Curb and Gutter along a Portion of the 5th Street Place NW. **(Exhibit XI.A.3.)**

The City Clerk received a petition from the owner(s) of the property along 5th Street Place NW to install curb and gutter along a portion of the street per Section 29-2 of the Hickory Code of Ordinances. The petitioner(s) represent a majority, greater than 50 percent, of the property owner(s) affected, who in turn represent 100 percent of the property footage affected. The City Clerk certified the sufficiency of the petition and notified the property owner(s) of the public hearing on the Preliminary Resolution for Street Improvement Project (curb and gutter) subject to assessment. Staff request Council's approval of the Resolution Directing that the street improvement project be undertaken.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 9, 2016.

4. Consideration of Petition Number 16-03 for Installation of Curb and Gutter along the Southside of the 900 Block of 4th Avenue Drive NW, Petition No. 16-03. **(Exhibit XI.A.4.)**

The City Clerk received a petition from the owner(s) of the property along 4th Avenue Drive NW to install curb and gutter along a portion of the street per Section 29-2 of the Hickory Code of Ordinances. The petitioner(s) represent a majority, greater than 50 percent, of the property owner(s) affected, who in turn represent 100 percent of the property footage affected. The City Clerk certified the sufficiency of the petition and notified the property owner(s) of the public hearing on the Preliminary Resolution for Street Improvement Project (curb and gutter) subject to assessment. Staff request Council's approval of the Resolution Directing that the street improvement project be undertaken.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 9, 2016.

B. Departmental Reports:

1. Appointments to Boards and Commissions

BUSINESS DEVELOPMENT COMMITTEE

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

At-Large (Council Appoints)	VACANT
<u>CITIZENS ADVISORY COMMITTEE</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
At-Large (Council Appoints)	VACANT
At-Large (Council Appoints)	VACANT
<u>COMMUNITY APPEARANCE COMMISSION</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
Ward 3 (Seaver Appoints)	VACANT
Ward 4 (Guess Appoints)	VACANT
At-Large (Outside City but within Hickory Regional Planning Area)	
(Council Appoints)	VACANT
At Large (Council Appoints)	VACANT
<u>COMMUNITY RELATIONS COUNCIL</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
Other Minority (Council Appoints)	VACANT
Other Minority (Council Appoints)	VACANT
<u>HICKORY REGIONAL PLANNING COMMISSION</u>	
(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)	
(Appointed by City Council)	
Burke County (Mayor to Nominate)	VACANT
<u>INTERNATIONAL COUNCIL</u>	
(Appointed by Mayor with the Concurrence of City Council)	
(5) Positions	VACANT
<u>LIBRARY ADVISORY BOARD</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
Ward 4 (Guess Appoints)	VACANT
At-Large (Mayor Appoints)	VACANT
<u>PARKS AND RECREATION COMMISSION</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
At-Large (2) (Council Appoints)	VACANT
At-Large (3) (Council Appoints)	VACANT
<u>PUBLIC ART COMMISSION</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
At-Large (Mayor Appoints)	VACANT
<u>PUBLIC HOUSING AUTHORITY</u>	
(Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)	
Position 9	VACANT
<u>RECYCLING ADVISORY BOARD</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
Ward 2 (Tarlton Appoints)	VACANT
Ward 3 (Seaver Appoints)	VACANT
Ward 4 (Guess Appoints)	VACANT
At-Large (Council Appoints)	VACANT
At-Large (Council Appoints)	VACANT

YOUTH COUNCIL

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

St. Stephens High School Representatives	2 Positions
VACANT	
At-Large Representatives	2 Positions
VACANT	
Challenger High School Representative	1 Position
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**



Exhibit IV.A.
City of Hickory
PO Box 398
Hickory, NC 28603
Phone: (828) 828-323-7412
Fax: (828)323-7550
Email: rwright@hickorync.gov

Office of the Mayor

PROCLAMATION

- WHEREAS,** the City of Hickory is committed to ensuring the safety and security of all those living in and visiting Hickory; and
- WHEREAS,** U.S. home fires resulted in 2,745 civilian deaths in 2014, representing the majority (84 percent) of all U.S. fire deaths; and
- WHEREAS,** in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and
- WHEREAS,** working smoke alarms should be replaced at least once every ten years; and
- WHEREAS,** the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm; and
- WHEREAS,** Hickory's first responders are dedicated to preventing the occurrence of home fires and injuries through prevention and education; and
- WHEREAS,** the 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

NOW, THEREFORE, I RUDY WRIGHT, MAYOR OF THE CITY OF HICKORY, on behalf of Hickory City Council, do hereby proclaim the week of October 9-15, 2016 as

FIRE PREVENTION WEEK

I urge all the people of Hickory, to find out how old the smoke alarms in their homes are, to replace them if they're more than 10 years old, and to participate in fire prevention week activities and efforts.

This the 4th day of October, 2016.

Rudy Wright, Mayor



City of Hickory
PO Box 398
Hickory, NC 28603
Phone: (828) 323-7412
Fax: (828) 323-7550
Email: rwright@hickorync.gov

Office of the Mayor

PROCLAMATION

NATIONAL PHYSICAL THERAPY MONTH

WHEREAS, The City of Hickory, North Carolina, encourages options for an active and healthy lifestyle; and

WHEREAS, Frye Regional Medical Center speaks for the best interests of the public in recommending physical therapy by a licensed physical therapist to achieve physical fitness; and

WHEREAS, through a national effort, Frye Regional Medical Center and community members are encouraged to join together to raise awareness of the importance of preventive health during the month of October 2016; and

WHEREAS, this effort will bring awareness to our community, and around the country, of healthier and more active lifestyles.

NOW, THEREFORE, I, Rudy Wright, Mayor of the City of Hickory, on behalf of Hickory City Council, do hereby proclaim the month of October, 2016 as

NATIONAL PHYSICAL THERAPY MONTH

in the City of Hickory and in doing so, urge all citizens to join in a national effort to raise health and fitness awareness.

This the 4th day of October, 2016.

A handwritten signature in black ink that reads "Rudy Wright".

Rudy Wright, Mayor

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, September 20, 2016 at 7:00 p.m., with the following members present:

Brad Lail	Rudy Wright	Hank Guess
Vernon Tarlton	Aldermen	David P. Zagaroli
Danny Seaver		Jill Patton

A quorum was present.

Also present were: Interim City Manager Andrea Surratt, Assistant City Manager Rodney Miller, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, Deputy City Clerk Cari Burns and City Clerk Debbie D. Miller

- I. Mayor Wright called the meeting to order. All Council members were present.
- II. Invocation by Rev. Sandi Hood, Director of Community Outreach, Catawba Valley Hospice and Palliative Care
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard

- A. Mr. Billy Sudderth, 821 1st Street SW, Hickory, addressed City Council as a follow-up from previous discussions he had with Alderman Guess, Interim City Manager Andrea Surratt and other Staff members from the City. Mr. Sudderth distributed a letter he had written to Council. He advised they wanted to enhance the quality of life in the Ridgeview Community with the old Warlick property. He was seeking an answer if they would be able to use the property and acquire some funds. He stated they may not have the reputation that they need but they do have people who are willing to help and listen to them. He requested that Council help make the funds available for the community, for the mental, and physical development of their facility. He advised they had information, a program and a building blueprint. He had spoken with the former City Manager and hopefully the new City Manager will take that into consideration. He commented the City had been a leader in commerce and industry for decades and received national acclaim for its contributions to technology and job innovation. He applauded those contributions to improve the quality of life for citizens in their community conducted by the elected officials. However, the Ridgeview Community is located in the center of Hickory and surrounded by some of the most prime real estate in Hickory. He appealed to the Council members for the deployment of funds and resources to be circulated as a priority in the Ridgeview Community. He wanted to be sure that it didn't get phased out politically, economically, and socially. He requested an answer from City Council, or if not to meet with them again, so that the people would understand what they are after. He felt they had done a good job the last time that they had talked. He would wait to hear from Council.

Mayor Wright advised that he, Alderman Guess and Staff had a great conversation with Mr. Sudderth and some of his associates. They had discussed the possibilities of donating the property to that group. It was a long way before they would ever get to the point of bringing a proposal to the board, but they did talk about that.

- B. Mr. Cliff Moone, 2925 8th Street Court NE, Hickory, discussed Constitution Day. He acknowledged that September 17th was Constitution Day in our Country, in our City and everywhere. It was also Richard Garrison's birthday as well. He felt it was important to continually remind ourselves. He commented that Council swears an oath when they are placed into office after they have been elected to uphold, defend, and protect the constitution. The Constitution is certainly the most influential legal document in existence since its creation some 200 years ago over 100 countries around the world have used it as a model for their own. He stated it is a living document, it is one of the world's oldest surviving Constitutions. He read the preamble to the Constitution to remind us of the six reasons that the Constitution exist. He thanked Council.

Mayor Wright advised that Council would be asking for approval, at the next Council meeting, of a Proclamation that he issued today to the Daughters of the American Revolution declaring September 17-23 as Constitution Week in Hickory.

VI. Approval of Minutes

- A. Regular Meeting of September 6, 2016

Alderman Tarlton moved, seconded by Alderwoman Patton that the Minutes of September 6, 2016 be approved. The motion carried unanimously.

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

September 20, 2016

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

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

- A. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Amerco Real Estate Company Described as PIN 3702-14-44-3045. (First Reading Vote: Unanimous)
 - B. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Ken Van Norstrand Described as PIN 3702-14-33-3509. (First Reading Vote: Unanimous)
 - C. Approval of the Purchase of Three Fairbanks Nijhuis Pumps from Clearwater, Inc. in the Amount of \$113,910 for the Renovation Project for the Moose Club Lift Station. (First Reading Vote: Unanimous)
 - D. Approval of the Purchase of One Duperon Adaptive Technology Mechanical Bar Screen with Washer-Compactor and Controls from Duperon Adaptive Technology in the Amount of \$130,000. (First Reading Vote: Unanimous)
 - E. Acceptance of the Low Bid and Approval of the Purchase of an Automated Side Loader Refuse Truck in the Amount of \$245,353.47 from Piedmont Peterbilt, LLC. (First Reading Vote: Unanimous)
 - F. Approval of the Installation of an All-Way Stop at the Intersections of 14th Avenue NW at 8th Street NW, 14th Avenue NW at 10th Street NW, and 14th Avenue Drive NW at 10th Street Boulevard NW. (First Reading Vote: Unanimous)
 - G. Approval to Purchase Ten Specialized Police Package Emergency Vehicles for a Total Cost of \$270,751.90 from Asheville Ford. (First Reading Vote: Unanimous)
 - H. Budget Revision Number 6. (First Reading Vote: Unanimous)
 - I. Rezoning Petition 16-04, Petitioned by George Condeelis, Joseph Condeelis, Dianne Davenport, and Rosemary Penland for the Rezoning of Approximately Six Acres of Three Contiguous Properties Located at 3165, 3179, and 3181 S NC 127 Highway. The Petition is to Rezone the Properties from Low Density Residential (R-1) to Commercial Corridor (CC-2). (First Reading Vote: Unanimous)
 - J. Consideration of Rezoning Petition 16-05, Petitioned by FJS & JC, LLC for the Rezoning of 1.014 Acres of Two Portions of Property Located at 5251 Hickory Boulevard. The Petition is to Rezone the Property from General Business (C-2) to Medium Density Residential – 2 (R-2). (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 Seaver moved, seconded by Alderman Lail approval of the Consent Agenda. The motion carried unanimously.

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

- A. Called for a Public Hearing – Voluntary Contiguous Annexation of Realty Income Properties 28, LLC, Located at 2173 13th Avenue Drive SE, Containing 6.25 Acres. (Authorize Public Hearing for October 4, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

RESOLUTION NO. 16-27
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED
UNDER G.S. 160A-31 AND/OR 160A-58.1, AS AMENDED

WHEREAS, a petition from Realty Income Properties 28, LLC requesting annexation of an area described in a petition was received on August 31, 2016 by the City Council of the City of Hickory; and

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

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

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

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

CERTIFICATE OF SUFFICIENCY

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

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

2173 13th Avenue Drive SE, Hickory.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 31st day August, 2016.

/s/ Debbie D. Miller, City Clerk

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

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

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

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

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

Section 1: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on October 4, 2016 in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

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

Property of Realty Income Properties 28, LLC Located at 2173 13th Avenue Drive SE, Hickory, containing 6.25 acres more or less.

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

RESOLUTION NO. 16-28

A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OWNED BY REALTY INCOME PROPERTIES 28, LLC AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, Realty Income Properties 28, LLC is the owner of certain real property as described herein, which property is located at 2173 13th Avenue Drive SE, Hickory containing 6.25 acres more or less; and

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

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

NOW, THEREFORE BE IT RESOLVED by the Hickory City Council, sitting in open session this 20th day of September 2016, at a regularly scheduled meeting of the governing body of said Council, duly called and posted in accordance with the statutes of the State of North Carolina, as follows:

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

Section 2: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on October 4, 2016, in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 3: The same being that property reflected on a maps entitled Realty Income Properties 28, LLC, Hobby Lobby, Voluntary Contiguous Annexation Map 1, Jurisdictional Area, subject property outlined in red; Realty Income Properties 28, LLC, Hobby Lobby, Voluntary Contiguous Annexation Map 2, Current Zoning, subject property outlined in red; and Realty Income Properties 28, LLC, Hobby Lobby, Voluntary Contiguous Annexation Map 3, 2014 Aerial Photography, subject property outlined in red.

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

- B. Called for a Public Hearing – Consideration of Amending Chapter 4 Section 4-21(a) of the Hickory Code of Ordinances. (Authorize Public Hearing for October 4, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).
- C. Approved the Special Events Activities Application Symphony Under the Sails – Rolling Down the Tracks: A Celebration of Railroads, Ingrid Keller, Executive Director, Western Piedmont Symphony, September 25, 2016, 1:00 p.m. to 9:00 p.m., Under the Sails on Union Square in Downtown Hickory.
- D. Approved the Special Events Activities Application Trick or Trot K, Kyle Mishler, Recreation Programmer, Hickory Parks and Recreation, October 29, 2016, 7:00 a.m. to 3:00 p.m., Stanford Park Recreation Center.
- E. 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 September 1, 2016.

The following applicant is being recommended for approval for assistance under the City of Hickory's 2016 Urgent Repair Program. This program provides qualified low income citizens with assistance for emergency-related repairs not to exceed \$8,000.

- Vickie Pope, 1015 22nd Street NE, Hickory, (This will take the place of the Rehab Loan approved at the August meeting.)

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

- F. Approved on First Reading the Purchase of a 2017 Rosenbauer Commander Pumper from C.W. Williams in the Amount of \$475,990.

Hickory Fire Department requests approval of the purchase of a 2017 Rosenbauer Commander Pumper from C.W. Williams. The apparatus will be purchased through the Houston-Galveston Area Council Interlocal Contract. The purchase of this apparatus has been appropriated in the Capital Improvement Project Fund of the Fire Department for FY 2016/2017. The 2017 Rosenbauer Commander Pumper will replace Engine 1, a 1999 Quality Apparatus Pumper. The Fire Department has previously purchased four fire trucks from Rosenbauer America and has had exceptional service from the apparatus as well as from the local dealer that provides warranty and repair needs. The base price of the unit is \$382,809, and the addition of published options in the amount of \$64,795 and unpublished options in the amount of \$39,542, and \$13,156 in dealer discounts. The total cost of the vehicle is \$475,990. The Fire Department recommends Council's acceptance of the

proposed contract for the purchase of the 2017 Rosenbauer Commander Pumper from C.W. Williams of Statesville, North Carolina.

- G. Approved on First Reading Acceptance of the Bid and Award of the Construction Contract to Iron Mountain Construction Company, Inc. in the Amount of \$278,172.

The Public Utilities Department annually identifies infrastructure that is in need of replacement or rehabilitation, as appropriate, as a component of the Departments sustainability programs. The waterlines located on 3rd Street SE date back to the 1940's and 1950's and are primarily constructed of cast iron material due to the era of construction. This project involves the complete replacement and upsizing of approximately 2,300-1ft of waterlines, existing fire hydrants, existing gate valves, and existing water service connections reconnected to the homeowner's waterlines. Construction bids were received from three perspective bidders: Hickory Sand Company, Inc. - \$314,670; Buckeye Bridge, LLC - \$310,899; and Iron Mountain Construction Co., Inc. - \$278,172. City of Hickory Public Utilities Division Staff evaluated the bid packages and found Iron Mountain Construction Company, Inc. to be the lowest responsible bidder. Staff recommends acceptance of the bid and award of the construction contract to Iron Mountain Construction Company, Inc. in the amount of \$278,172 for the construction of the 3rd Street SE waterline replace project.

- H. Approved on First Reading Acceptance of Two Easements, a 25 Foot Temporary Construction Easement and a 25 Foot Permanent Easement for the Properties of Cynthia Williams Huffman Described as PIN 3724-18-40-6417 and PIN 3724-18-40-4654.

Staff requests acceptance of a 25 foot temporary construction easement and a 25 foot permanent easement for the properties of Cynthia Williams Huffman described as PIN 3724-18-40-6417 and PIN 3724-18-40-4654 for installation of a sanitary sewer line. The easements are necessary for completion of the Random Woods Subdivision Sanitary Sewer Project. This project was awarded to the City as a State Revolving Grant by NCDENR-DWQ in 2012 in the amount of \$2.946 million dollars. The easements were negotiated for a total sum of \$5,000 in exchange for the easements. Staff recommends acceptance of a 25 foot temporary construction easement and a 25 foot permanent sanitary sewer line easement for the properties of Cynthia Williams Huffman described as PIN 3724-18-40-6417 and PIN 3724-18-40-4654 for installation of a sanitary sewer line.

- I. Approved the Acceptance of the 2016 Justice Assistance Grant in the Amount of \$18,907 and to Serve as Lead Agency in the Grant Process for a Combined Amount of \$31,020.

The City of Hickory and Catawba County have received notification of approval to receive a combined allocation of \$31,020 under the 2016 Justice Assistance Grant Program. Cities and Counties are required to submit joint applications for the available funding. Catawba County is eligible for a direct award of \$12,113 and the City of Hickory is eligible for a direct award of \$18,907. There is no match required. The City of Hickory has agreed to serve as lead agency in the grant application process. The Hickory Police Department will use the funds to purchase an Oculus System and DARE supplies to educate the Hickory City School fifth and sixth grade classes in the amount of \$18,907. The Hickory Police Department recommends approval of acceptance of the 2016 Justice Assistance Grant and to serve as lead agency in the grant process for a combined amount of \$31,020.

- J. Approved on First Reading the Easements for Property of the City of Hickory to Piedmont Natural Gas for the Replacement of a Natural Gas Line Along 1st Avenue SW.

Staff requests approval to grant a permanent easement and a temporary construction easement to Piedmont Natural Gas for replacement of a natural gas line along 1st Avenue SW. The permanent easement and temporary construction easement are necessary for installation of a new four inch natural gas line along 1st Avenue SW from 14th Street SW under US 321 to 15th Street SW. The easements would affect two parcels owned by the City of Hickory, PIN 2792-08-78-8772 and PIN 2792-08-88-0788. There are no construction costs to the City and no City forces will be utilized in the construction of the natural gas line. Staff recommends approval of granting the easements to Piedmont Natural Gas located along 1st Avenue SW.

- K. Approved on First Reading Budget Revision Number 7.

ORDINANCE NO. 16-41
BUDGET REVISION NO. 7

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statute 159.15, the following revisions be made to the annual budget ordinance for the fiscal year ending June 30, 2017.

SECTION 1. To amend the General Fund within the FY 2016-17 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Culture & Recreation	9,865	-
TOTAL	9,865	-

To provide funding for the above, the General Fund revenues will be amended a follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	9,865	-
TOTAL	9,865	-

SECTION 2. To amend the Solid Waste Fund within the FY 2016-17 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
M&R Vehicles	2,190	-
TOTAL	2,190	-

To provide funding for the above, the Solid Waste Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	2,190	-
TOTAL	2,190	-

SECTION 3. Copies of the budget revision 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

1. Approved the Voluntary Contiguous Annexation of a Portion of the Street Right of Way Located at 42nd Avenue Drive NW.

Moore’s Ferry Associates, LLC and The Horsebarn, LLC submitted a petition for the voluntary contiguous annexation of 1.1 acres of property, which consists of a portion of the street right of way of 42nd Avenue Drive NW. The annexation is being requested so that the portion of 42nd Avenue Drive NW in question may be offered for public maintenance. The property consists of publicly dedicated street right of way has no value for tax purposes. Staff has determined the petition meets the statutory requirements for voluntary contiguous annexation and adequate public services are available. Staff recommends approval of the requested annexation.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 9, 2016.

Interim City Manager Andrea Surratt advised Council that the item for their consideration was a request for a voluntary contiguous annexation for a street right of way located at 42nd Avenue Drive NW. She explained that this was one of the ways to get into the Moore’s Ferry neighborhood. That particular stretch of road had not been in the City, had been brought up to standard, and the request was to have the street maintained. Bringing it into the City was the first step. She asked the City’s Principal Planner Cal Overby to the podium to present this item to Council.

Principal Planner Cal Overby presented Council with a PowerPoint presentation. He advised the property was street right of way located at 42nd Avenue Drive NW. The previous owners of the property were Moore’s Ferry Associates, LLC and The Horsebarn, LLC. Those entities had ownership of the property when it was dedicated for public use. It as well as all the other streets in the Landing at Moore’s Ferry Phase 7, which was what it was initially called, were dedicated for public use and an offer of dedication was provided. The City accepted the offer of dedication for all the properties that were located within the City at that point in time, however, this particular stretch of roadway was not in the City at that given time. He advised that the property contained approximately one acre, roughly 47,000 square feet, the closest ward was Ward 2. The development of the property was a privately maintained public street. There was no tax value of the

property. The future development was for a public street. The annexation was requested so that public maintenance of the roadway could be assumed by the City. He pointed out on a map the span of 42nd Avenue Drive NW which was the annexation area. He pointed out the existing City limits, the City's extra-territorial area (ETJ), and the road leading into Moore's Ferry. He noted there was a small welcome center/gatehouse, while it will be annexed that area will not be offered for public acceptance, because that was specifically noted on the plat that the City would not maintain that area. That would be privately maintained by the homeowner's association. He showed the zoning noting that it was basically all residentially zoned property, single family residential or either townhomes.

Mr. Overby advised that the City found the petition to meet the applicable annexation statutes. Public services are available to serve the property, and annexation will not cause public services to fall below acceptable levels. Staff recommended City Council's approval. He asked if Council had any questions.

Mayor Wright explained the rules for conducting the public hearing. He declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. He asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Wright closed the public hearing.

Alderman Lail advised Council, as a matter of information, that his mother was a member of Moore's Ferry Associates, LLC and The Horse Barn, LLC. It would not stop him from voting on the matter, as there was no conflict of interest by statute or even the potential for one. He felt that it was worth disclosing.

Alderman Tarlton requested to be recused as he was a partner of Moore's Ferry Associates, LLC.

City Attorney John Crone confirmed that Alderman Tarlton was requesting to be excused from voting.

Alderman Tarlton confirmed that was correct.

City Attorney Crone asked for the reason stated.

Alderman Tarlton responded yes.

Alderman Lail moved, seconded by Alderman Seaver to excuse Alderman Tarlton from voting because he was a member of Moore's Ferry Associates, LLC. The motion carried unanimously.

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

Alderman Patton moved, seconded by Alderman Seaver approval of the Voluntary Contiguous Annexation of a portion of the street right of way located at 42nd Avenue Drive NW. The motion carried unanimously.

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

ANNEXATION ORDINANCE NO. 433
VOLUNTARY ANNEXATION ORDINANCE (CONTIGUOUS)
Moore's Ferry Associates LLC and
The Horsebarn, LLC

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF HICKORY, NORTH CAROLINA, PURSUANT TO GENERAL STATUTES 160A-31, AS AMENDED (CONTIGUOUS)

WHEREAS, the City Council of the City of Hickory has been petitioned under G.S. 160A-31, as amended, to annex the area herein described; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held in the Council Chambers of the Julian G. Whitener Municipal Building at 7:00 p.m. on the 20th day of September, 2016, after due notice by publication on September 9, 2016; and

WHEREAS, the City Council does find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

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

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following-described territory is hereby annexed and made a part of the City of Hickory as of September 30, 2016.

CONTIGUOUS ANNEXATION BY THE CITY OF HICKORY
OF A PORTION OF RIGHT-OF-WAY KNOWN AS:
0-100 Block 42nd Avenue Drive NW

That certain portion of right-of-way lying and being about 4.2 miles north northeast of the center of the City of Hickory. Bounded on the northeast by the existing City of Hickory city limits line as shown in Plat Book 47 at Page 70 and by the lands of The Horsebarn, LLC described in Deed Book 3071 at Page 1681, on the southeast by the west right-of-way line of Highway 127, on the southwest by the lands of Moore's Ferry Associates, LLC described in Deed Book 2160 at Page 1304 and the lands of Harrison James Williams, Jr. and wife Patricia W. Williams described in Deed Book 2033 Pg. 493 and on the northwest by the existing City of Hickory city limits line as shown in Plat Book 47 at Page 70 and more particularly described as follows to/wit:

Beginning at an iron in the west right-of-way line of Highway 127, said iron having North Carolina grid coordinates of N 750,122.86, E 1,313,523.15 (NAD 83) and being a North Carolina grid bearing and distance of South 60 degrees 20 minutes 16 seconds West 1,966.99 feet from NCGS Monument " Lake 2 " having North Carolina grid coordinates of N 751,096.99 E 1,315,232.38 (NAD 83 C.F. 0.999857) and running thence, as the west right-of-way line of Highway 127 and new City of Hickory city limits, the following calls: South 52 degrees 36 minutes 32 seconds West 120.00 feet to an iron, thence as a concave curve to the left, said curve having a radius of 30.00 feet, a delta angle of 82 degrees 02 minutes 43 seconds, a chord bearing and distance of North 07 degrees 26 minutes 59 seconds East 42.31 feet to an iron, thence North 37 degrees 23 minutes 13 seconds West 364.86 feet to an iron, thence as a concave curve to the left, said curve having a radius of 934.46 feet, a delta angle of 17 degrees 45 minutes 14 seconds, a chord bearing and distance of North 46 degrees 23 minutes 11 seconds East 292.35 feet to an iron, thence North 55 degrees 23 minutes 13 seconds West 55.00' to an iron, a corner of the existing City of Hickory city limits as shown in Plat Book 47 at Page 70, thence as the aforementioned City of Hickory city limits the following calls: North 12 degrees 42 minutes 59 seconds East 79.82 feet to an iron, thence South 71 degrees 19 minutes 56 seconds East 21.60 feet to an iron, thence South 55 degrees 23 minutes 13 seconds East 85.00 feet to an iron, thence South 38 degrees 47 minutes 07 seconds East 62.12 to an iron, a corner of the existing City of Hickory city limits as shown in Plat Book 47 at Page 70, thence as new City of Hickory city limits the following calls: South 38 degrees 47 minutes 07 seconds East 28.36 feet to an iron, thence as a concave curve to the right, said curve having a radius of 994.46 feet, a delta angle of 11 degrees 33 minutes 04 seconds, a chord bearing and distance of South 43 degrees 16 minutes 40 seconds East 204.13 feet to an iron, thence South 37 degrees 23 minutes 13 seconds East 364.86 feet to an iron, thence as a convex curve to the left, said curve having a radius of 30.00 feet, a delta angle of 82 degrees 39 minutes 59 seconds, a chord bearing and distance of South 82 degrees 33 minutes 02 seconds East 42.54 feet to the point of beginning. Containing 1.1 acres more or less.

Section 2. Upon and after the 30th day of September, 2016, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-31 (e), as amended.

Section 3. That the newly annexed territory described hereinabove shall become a part of Ward No. 2 of the City of Hickory.

Section 4. The Mayor of the City of Hickory shall cause to be recorded in the Office of the Register of Deeds of Catawba County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Section 5. That all ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 6. This Ordinance shall be in full force and effect from and after the 30th day of September, 2016.

2. Approved the Voluntary Satellite Annexation of 3.18 Acres Located at 2520 and 2530 Brookford Boulevard (NC 127 South).

REC Group II, LLC submitted a petition for the voluntary satellite annexation of 3.18 acres of property located at 2520 and 2530 Brookford Boulevard (NC 127 S). The annexation is being requested so that the property, once developed, can be connected to the City's water and sewer system. The property is currently located in the City's extra-territorial jurisdictional area and zoned Community Center Commercial (CC-1). The petitioners intend to develop the property into two commercial lots, with one lot being the future location of a fast-food restaurant. The current tax value of the vacant land is \$152,100. If annexed with its present value, the property would generate approximately \$861 in additional tax revenues. The estimated cost of the first phase of the development, which includes the construction of a fast-food restaurant (Bojangles') is \$2,475,000. Upon analysis Staff determined the petition meets the statutory requirements for voluntary non-contiguous annexation and adequate public services are available. Staff recommends approval of the requested annexation.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 9, 2016.

Interim City Manager Andrea Surratt advised the second public hearing was also for consideration of a request for a voluntary satellite annexation of 3.18 acres of property located in the southwest corner of Highway 127 South at Highway 321. She advised the request was for annexation and a potential development would be occurring on that property. She asked Mr. Overby back to the podium to present the item to Council.

Principal Planner Cal Overby presented Council with a PowerPoint presentation. He advised Council for their consideration was a voluntary satellite annexation. The property was owned by REC Group II, LLC. The application was submitted by a member, Mr. Clay Neill. The property was located at 2520 and 2530 Brookford Boulevard which is NC 127 South, containing approximately 3 acres. The closest ward would be Ward 4. Currently the property was vacant commercial property with a current tax value of approximately \$150,000. The development proposal for the property was a two lot commercial subdivision, with the first lot being a Bojangles' fast food restaurant. The first phase of construction would be the Bojangles' and the infrastructure involved, a short street section and some other infrastructure. The cost estimate would be approximately \$2.5 million dollars. The annexation was being requested in order to obtain utility services. Mr. Overby pointed out on a map the subject property. He noted the existing City limits, the ETJ area, and the Catawba County jurisdiction. He pointed out Brookford Boulevard, and Highway 127 coming into Mountain View, and US 321. He advised the property contained approximately three acres of property and it was zoned commercial. He pointed out the location of the Lowes shopping center, Walgreens, a small office retail complex, and the area which was surrounded largely by residential which was much of Mountain View except for the area right around Highway 127. He showed an aerial photo of the property pointing out the undeveloped property. He advised it was being graded at this point in time in order to begin the infrastructure installation to facilitate the development of the property. He pointed out US 321, Highway 127 coming through Mountain View, Zion Church Road, Lowes shopping center, three pharmacies, a retirement center, and single family residential areas.

Mr. Overby advised upon evaluation of this particular annexation petition, Staff found that it met the statutory requirements for annexation. The City is able to provide adequate public services with the installation of the infrastructure that the private development is putting in. The annexation would not cause any public services to fall below acceptable level. Staff recommended approval. He asked Council for any questions.

Alderman Guess questioned some exposed pipes. He asked if Mr. Overby knew what they might be.

Mr. Overby asked if they were being stored there temporarily. He was not really sure. Mr. Overby advised there was a lot of debris dumped at that site at one point in time. Those pipes may have been stored there temporarily. It may have come to light when the grading began on the site. He wished he had a definitive answer for Alderman Guess, but he did not at this time.

Alderman Guess didn't expect Mr. Overby to know but advised if he found out he would like to know as he had some citizens wanting to know.

Mr. Overby advised he would get back to Alderman Guess.

Alderman Guess thought that it might be the gas lines. The main gas lines goes to Burke County through there. He didn't know if that was part of it or not.

Mr. Overby pointed out the area where the gas line was going to run. The developer had to work with PNG (Piedmont Natural Gas) about a gas easement on the property. That may be something that is occurring on the property also there. He commented there was a huge transmission line running all through the area here.

Mayor Wright declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. He asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Wright closed the public hearing.

Alderman Guess moved, seconded by Alderman Seaver approval of the Voluntary Satellite Annexation of the property located at 2520 and 2530 Brookford Boulevard (NC 127 S). The motion carried unanimously.

ANNEXATION ORDINANCE NO. 434
VOLUNTARY ANNEXATION ORDINANCE (NON-CONTIGUOUS)
REC Group II, LLC

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF HICKORY, NORTH CAROLINA, PURSUANT TO GENERAL STATUTES 160A-58.1, AS AMENDED (NON-CONTIGUOUS)

WHEREAS, the City Council of the City of Hickory desires to annex the area described herein, under G.S. 160A-58.1, as amended; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said annexation; and

WHEREAS, the City Clerk has certified to the sufficiency of said request, and a public hearing on the question of this annexation was held in the Council Chamber of the Julian G. Whitener Municipal Building, locate at 76 North Center Street, Hickory, North Carolina, at 7:00 p.m. on the 20th day of September, 2016; and

WHEREAS, the City Council of the City of Hickory further finds that the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the City of Hickory.
- b. No point on the proposed satellite corporate limits is closer to another city than to the City of Hickory.
- c. The areas described are so situated that the City will be able to provide services on the same basis within the proposed satellite corporate limits that it provides within the primary corporate limits.
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation.

WHEREAS, the City Council of the City of Hickory does hereby find as a fact that said petition has been signed by all the owners of real property in the area who are required by law to sign and all other requirements of G.S. 160A-58.1, as amended have been complied with; and

WHEREAS, the City Council further finds that the annexation is otherwise valid, and that the public health, safety and welfare of the City of Hickory and of the areas proposed for annexation will be best served by annexing the area herein described.

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following-described non-contiguous territory is hereby annexed and made a part of the City of Hickory as of the 30th day of September, 2016:

Annexation Description for Rec Group II, LLC
NC PIN # 3701-09-15-0290

Beginning on the northwest property corner of Rec Group II, LLC (Deed Book 3182 page 679 located in the eastern right of way margin of N.C. Highway 127 South and the southwest property corner of Wayne and Larry Sharpe; thence leaving said right of way margin and with the southern line of Wayne and Larry Sharpe N 88°50'56" E 312.55 feet to an existing concrete right of way monument the southeast corner of Wayne and Larry Sharpe in the western right of way margin of U.S. Highway 321; thence continuing with the right of way margin of U.S. Highway 321 N 89°23'34" E 60.78 feet to an existing right of way monument in said right of way; thence, continuing with said right of way S 31°36'02" E 92.09 feet to an existing concrete right of way monument; thence, continuing with said right of way of U.S. Highway 321 S 32°27'34" E 211.74 feet to an existing concrete right of way monument the northeast corner of another property owned by Wayne and Larry Sharpe (Deed Book 2091 page 1764); thence leaving said right of margin and with the northern line of Wayne and Larry Sharpe N 87°15'09" W 89.02 feet to an existing ½" pipe the northeast corner of Wayne and Larry Sharpe (Deed Book 2293 Page 593, Tract Two); thence continuing N 86°40'09" W 173.42 feet to nail @ base of bent 1 ¼" pipe the northeast corner of Wayne and Larry Sharpe (Deed Book 2293 Page 593, Tract One); thence with the northern line of Wayne and Larry Sharpe and L.S.W.S. Family Limited Partnership (Deed Book 2628 page 455) N 86°42'20" W 539.35 feet to an existing ¾" pipe ; thence N 5°28'59" W 21.83 feet to a point in the eastern right of way margin of N.C. Highway 127 South ; thence with said right of way N 75°12'05" E 26.04 feet to a bent point in said right of way ; thence continuing with said right of way margin along a curve to the left having a chord bearing of N 53°55'46" E, a chord distance 299.71 feet, radius 22793.31 feet, and an arch length of 299.70 feet to the point and place of beginning. CONTAINING 3.18 acres more or less TO BE ANNEXED.

Section 2. Upon and after the 30th day of September, 2016, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hickory and shall be entitled to the same privileges and benefits as other parts of the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10, as amended.

Section 3. The newly-annexed territory described herein shall become part of Ward No.4 of the City of Hickory.

Section 4. The Mayor of the City of Hickory shall cause to be recorded in the Office of the Register of Deeds of Catawba County, and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with duly certified copy of this Ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

3. Approved the Voluntary Contiguous Annexation of 2.135 Acres Located at 826 and 828 21st Street Drive SE, and 857, 863, and 903 23rd Street Court SE.

US Conec, LTD submitted a petition for the voluntary contiguous annexation of 2.135 acres of property which consists of property located at 826 and 828 21st Street Drive SE; and 857, 863, and 903 23rd Street Court SE. The annexation is being requested so that the property, once developed, can be connected to the City's water and sewer system. The current tax value of the vacant land is \$46,100. If annexed with its present value, the property would generate approximately \$260 in additional tax values. The estimated cost of construction for the renovations and expansion provided by US Conec, LTD are three to five million dollars. Upon analysis, Staff determined the petition meets the statutory requirements for voluntary contiguous annexation, and adequate public services are available. Staff recommends approval of the requested annexation.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 9, 2016.

Interim City Manager Andrea Surratt advised Council this was another annexation for a manufacturing firm in the area that was going to annex as well as expand. She asked Principal Planner Cal Overby back to the podium to present Council with the details of the US Conec, LTD property.

Principal Planner Cal Overby presented Council with a PowerPoint presentation. He advised US Conec, LTD was a manufacturer that had been located in Hickory for a number of years. They make fiber optic coupling components. The annexation requested was for voluntary contiguous annexation of several properties located 21st Street Drive SE, which is Sweetwater Road, and also 23rd Street Court SE. He reminded Council of a rezoning petition that they had heard recently which rezoned the property from residential to industrial to facilitate this type of development. The property contained approximately two acres, and was located closest to Ward 3. The current development was industrial property. The area that was being annexed was currently under construction for the expansion of the manufacturing operations. The current tax value of these properties, which were previously residentially assessed values, was approximately \$46,000. That tax value reflected residential use not industrial use. He advised the development of the property would be a 40,000 square foot addition to an existing 80,000 square foot facility that US Conec recently purchased and was in the process of renovating at this time. The estimated construction cost of the addition was approximately \$3 to \$5 million dollars. The annexation was requested to obtain utility services. Mr. Overby showed a map of the properties in question which were formerly residential properties, a small subdivision which came in off of Sweetwater Road on 23rd Street Court SE. The homes that were previously there were from the 1950s or 1960s era. He showed a map pointing out the location of the facility, the City limits, the extra-territorial area (ETJ). He pointed out the zoning of the property, which were all industrial properties. He mentioned again the previous action of Council which approved the rezoning of some of the properties from residential to industrial. He showed an aerial photo and pointed out McDonald Parkway; Sweetwater Road; the existing facility that US Conec had purchased which contained approximately 80,000 square feet. He showed the location where the addition would be located. He advised there was a lot of excavation in place, a huge retaining wall would go in because the finished floor area was substantially different than what it was on the side street. He advised there was a lot of earthwork and retaining walls going into the projects. Other than a small residual residential development on the other side of Sweetwater Road, it was mainly manufacturing, distribution, and warehousing. He pointed out an area on Sweetwater Road which contained a number of existing residences.

Mr. Overby advised upon evaluation Staff determined that it met the statutory requirements for annexation, and the City could provide adequate public services and the annexation would not cause those services to fall below acceptable levels. Staff recommended approval of the annexation. He asked for any questions.

Mayor Wright asked how many new jobs would be created.

Mr. Overby commented from talking to the Vice President of US Conec, Mr. Granger, it was approximately 12 initially and then over a five or six year period there would be some additions to it. He didn't want to speak for them directly, but that was his conversation and was some of the indications that he had got. These are Engineering/ Engineering Technician type jobs for this facility.

Mayor Wright declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. He asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Wright closed the public hearing.

Alderman Zagaroli moved, seconded by Alderwoman Patton approval of the Voluntary Contiguous Annexation of property located at 826 and 828 21st Street Drive SE, and 857, 863, and 903 23rd Street Court SE. The motion carried unanimously.

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

ANNEXATION ORDINANCE NO. 435
VOLUNTARY ANNEXATION ORDINANCE (CONTIGUOUS)
US Conec, Ltd.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF HICKORY, NORTH CAROLINA, PURSUANT TO GENERAL STATUTES 160A-31, AS AMENDED (CONTIGUOUS)

WHEREAS, the City Council of the City of Hickory has been petitioned under G.S. 160A-31, as amended, to annex the area herein described; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held in the Council Chambers of the Julian G. Whitener Municipal Building at 7:00 p.m. on the 20th day of September, 2016, after due notice by publication on September 9, 2016; and

WHEREAS, the City Council does find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

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

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following-described territory is hereby annexed and made a part of the City of Hickory as of September 30, 2016.

Annexation Descriptions for City of Hickory Annexation of US Conec, Ltd
Off Sweetwater Road

Annexation Area # 1

Beginning on an existing iron pin the NW Corner of Existing US Conec, Ltd Property In the southern right of way (Deed Book 3250 Page 815) and an existing City of Hickory Limit Corner as per Plat Book 23 Page 199; thence, with the existing City Limit Boundary in Plat Book 23 Page 199 S 43°40'57" W 286.66 feet; thence continuing S 43°29'17" W 100.36 feet to an existing iron pin another corner of Plat Book 23 Page 199 and SE corner of US Conec, Ltd (Deed Book 3336 Page 131); thence with the southern boundary line of Deed Book 3336 Page 131 and existing City of Hickory boundary N 52°23'55" W 199.44 feet to the eastern N.C. DOT Right of Way Margin of 23rd Street Court S.E. (S.R. 1563); thence with the eastern N.C. DOT Right of Way Margin of 23rd Street Court S.E. N 43°49'32" E 100.06 feet to a point; thence, continuing N43°34'11" E 100.04 feet; thence continuing with said right of way N 43°34'11" E 118.62 feet; thence continuing with said right of way N 43°08'36" E 70.13 feet to a point In the southern right of way margin of Sweetwater Road (S.R. 1468); thence with the southern right of way margin of Sweetwater Road S 51°46'23" E 191.96 feet to the point And place of beginning. CONTAINING 1.696 Acres more or less.

Annexation Area # 2

Beginning on the southeast corner of Garfield O. Woody Jr. (Deed Book 1404 Page 512) In the western property line of Robert Lee Yount Family Limited Partnership (Lot 4, Plat Book 41 Page 130) and also in the existing City of Hickory Limits Boundary as recorded in Plat Book 23 Page 199; thence from said point of beginning and with the northern boundary line of Garfield O. Woody Jr. N 52°19'15" W 193.70 feet to the point in the eastern N.C. DOT Right of way margin of 23rd Street Court S.E. (S.R. 1563); thence with the eastern right of way margin of 23rd Street Court S.E. N 44°19'38" E 100.09 feet To a point in the southern boundary line of US Conec, Ltd (Deed Book 3250 Page 815) and (Lot 1 – Plat Book 37 Page 01) and existing City of Hickory Limits Boundary recorded in Plat Book 23 Page 199; thence with the existing City of Hickory limits boundary S 52°07'35" E 199.38 feet to an existing corner of Lot 1 Plat Book 37 page 01; Thence S 43°23'20" W 28.91 feet to the northwest corner of Robert Lee Yount Family Limited Partnership (Lot 4 Plat Book 41 Page 130); thence with the western line of Lot 4 Plat Book 41 page 130 S 43°37'04" W 70.37 feet to the point and place of beginning. CONTAINING 0.439 Acres more or less.

Section 2. Upon and after the 30th day of September, 2016, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-31 (e), as amended.

Section 3. That the newly annexed territory described hereinabove shall become a part of Ward No. 3 of the City of Hickory.

Section 4. The Mayor of the City of Hickory shall cause to be recorded in the Office of the Register of Deeds of Catawba County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Section 5. That all ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 6. This Ordinance shall be in full force and effect from and after the 30th day of September, 2016.

4. Approved on First Reading Vacant Building Demolition Grant for Jerry Lee Pruitt, LLC for Property Located at 212 12th Avenue NE, the former Regal Manufacturing Building.

City Council established the Vacant Building Revitalization and Demolition Grant program on September 16, 2008. The program provides grant funding up to \$15,000 for demolition projects of vacant buildings within the Urban Revitalization Area and targeted industrial buildings in other areas of the City. Jerry Lee Pruitt, LLC applied for a Vacant Building Demolition Grant in the amount of \$15,000 to assist in the demolition of the former Regal Manufacturing building at 212 12th Avenue NE. After demolition, the applicant plans to market the property for redevelopment. The building is not located within the Urban Revitalization Area, but is eligible to receive funding as a high priority Brownfield site. The applicant is working with the North Carolina Department of Environmental Quality to obtain a Brownfield Agreement for the site, which will ensure that the site is cleaned up and safe for its end use upon redevelopment. The applicant plans to spend approximately \$157,000 to demolish the building. The applicant has not decided on an end use, but has been advised by real estate professionals that demolition of the building is necessary to spur developer interest in redeveloping the site. The project would be eligible for a \$15,000 demolition grant. Recent changes to the North Carolina General Statutes require a public hearing prior to approval of the grant. The Business Development Committee reviewed the application and recommends approval. Staff recommends approval of the Vacant Building Demolition Grant Agreement with Jerry Lee Pruitt, LLC in the amount of \$15,000.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 9, 2016.

Interim City Manager Andrea Surratt advised that City's Community Development Manager Dave Leonetti would present Council with a Vacant Building Demolition Grant. She commented it was for potential redevelopment for the Regal Building. She stated Mr. Leonetti works with the Vacant Building Grant program and had an application for a demolition.

Community Development Manager Dave Leonetti presented Council with a PowerPoint presentation. He stated he would present a request for a demolition grant from Dr. Jerry Pruitt to demolish the former Regal Manufacturing facility in Viewmont, and hopefully market that property for redevelopment. He discussed background on the Vacant Building Demolition Grant. It allows for grants of up to \$15,000 or 35 percent of eligible project cost whichever is less. The eligible cost for the demolition component are demolition and site restoration. He noted the amount of \$15,000 had recently been reduced from \$20,000, which Council had approved approximately two years prior, reducing the maximum for the Vacant Building Grant to \$20,000 and the demolition component to \$15,000, to help make the funding go further.

Mr. Leonetti discussed the property's background. The property contained a little less than 60,000 square feet, a two-story brick building located nearby Hickory High School. The property was owned by Jerry Lee Pruitt LLC, the former Regal Manufacturing facility. The applicant plans to spend approximately \$157,000 to demolition and regrade the site. Upon demolition the site would be marketed for mixed use development. The building, a late 50's industrial building in an area that no longer allows industrial uses, the options for adaptive reuse were minimal. The property owner's advisors had recommended demolition so there would be a clean site to market. The project would be eligible for the full grant in the amount of \$15,000. He advised it was not located in the Urban Revitalization Area, but it would be eligible as a high priority Brownfield site. The property was assessed under the 2007-2010 environmental site assessment, the community-wide Brownfield assessment grant that the City received from the USEPA. The property owner was currently in discussions with the North Carolina Department of Environmental Quality to obtain a State Brownfields agreement to insure that the site is cleaned-up safely. Mr. Leonetti showed a photo of the exterior of the building, an older section with a truss roof and a larger flat roof section. He pointed out 12th Avenue NE going back towards the High School. He showed an overview site plan of the building. He pointed out 12th Avenue, the High School, a small parking area, Dr. Pruitt's dermatology office, and the subject property. He pointed out the bow truss roof portion and the flat roof portion of the facility. He advised the Business Development Committee reviewed this request at their meeting last month and unanimously recommended approval. He asked Council if they had any questions.

Mayor Wright declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. He asked if there was anyone present to speak in favor of the proposal. He stated that Dr. Pruitt had indicated that he wanted to speak in favor of the proposal.

Dr. Jerry Pruitt expressed appreciation to City Council and the community for consideration of this grant. He commented those that are familiar with the property would recall it had never reached its full potential for Viewmont. He hoped they could effect that with proceeding with immediate demolition and then a plan for redevelopment, which Council would be happy with. He was not exactly sure what that plan for redevelopment would be, but looked forward to something that the community would be proud of. He thanked Council for their consideration.

Mayor Wright asked if anyone else would like to speak in favor of the proposal. No one else appeared. Mayor Wright closed the public hearing.

Alderman Seaver moved, seconded by Alderwoman Patton approval of the Vacant Building Demolition Grant for Jerry Lee Pruitt, LLC for property located at 212 12th Avenue NE. The motion carried unanimously.

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

Mayor Wright commented this was one of the classic cases that he had referred to as a time when a vacant piece of land is better than a piece of land with a building on it. He thanked Dr. Pruitt for his vision and his investment.

Alderman Seaver commented they had been wanting to see something happen over there for a long time.

Alderwoman Patton agreed.

Alderman Tarlton commented just bare for a little while would be an improvement.

5. Approved the FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER).

The US Department of Housing and Urban Development requires City of Hickory, as a Community Development Block Grant (CDBG) entitlement funding recipient to report on CDBG monies spent within the previous fiscal year. The Consolidated Annual Performance and Evaluation Report (CAPER) evaluates the effectiveness of the use of resources in addressing identified goals and objectives cited in the Annual Action Plan which is prepared before the fiscal year begins. Expenditures for FY 2015-2016 totaled \$693,909.06. Staff recommends approval of the FY 2015-2016 Consolidated Annual Performance and Evaluation Report.

Notice of the availability of this document for public review and notice of this public hearing were advertised in a newspaper having general circulation in the Hickory area on September 4 and September 20, 2016.

Interim City Manager Andrea Surratt advised Council that this public hearing was for the Consolidated Annual Performance Plan, which was the report from the Community Development Block Grant (CDBG) activities from the last year. She asked the City's Community Development Manager Dave Leonetti back to the podium to present.

Community Development Manager Dave Leonetti presented Council with a PowerPoint presentation. He discussed the Consolidated Annual Performance and Evaluation Report (CAPER) for short. As an entitlement community for the Community Development Block Grant funds, the City is required to submit this report every year. It is a report on how much money was spent and what it was spent on. The program year is the same as the City's fiscal year, July 1st to June 30th. He advised the actual report contained more information than he would present in the brief presentation. It outlined how the City spent the money and the citizens that were benefited by the activities. He broke the items into three categories. He discussed projects related to construction. There were three big projects related to construction. The first one was public infrastructure improvements, roughly \$150,000 to resurface streets in low to moderate income neighborhoods. He advised approximately a mile and a half of two lane streets were resurfaced. In addition, they spent approximately \$5,000 to install a sidewalk and street trees in the right of way adjacent to the tax credit project at Viewmont Square Court that connected that sidewalk to the rest of the sidewalk at the existing townhomes there. The second major construction project was renovations to the Ridgeview Library. He advised it was almost complete after many delays.

The carpenter just installed the grab bars and other hardware in the bathroom and they should have doors in the bathroom soon. They would be calling for final inspections in the next few weeks. He stated that was a grant/loan to Interfaith Housing Development Corporation. It was \$20,000 of loan and \$30,000 of grant for \$50,000 of total assistance. Staff had also been working with Interfaith in terms of project management. Habitat had donated a lot of time also to help manage the project as well. They spent \$27,000 of that funding last year, and approximately \$13,000 in previous years. There was approximately \$10,000 that Council would see in the report next year. Renovations to Hickory Optimist Park, was a little over \$300,000. That included parts of both phases to the improvements to Hickory Optimist Park. Last year the City funded a trail that connects to the Glen at Green Park Subdivision immediately to the south of the park, and also the installation of an outdoor gym area. Those were funded in 2014-2015 and completed in the 2015-2016 year. The construction began in the previous fiscal year for the community building there, which was scheduled for a final inspection. He advised it was getting very close to completion. The final aspect of that project, which was not Community Development Block Grant funding, was the conversion of four pickleball courts. As soon as the contractors are finished construction on the community building then the pickleball conversion will take place.

Mr. Leonetti showed a map of the streets that were resurfaced in 2015/2016. He pointed out 7th Street SW, 1st Avenue SW down to 7th Avenue in the Green Park neighborhood. The remainder of the streets were in the Ridgeview neighborhood. He pointed out 1st Street SW from 2nd Avenue down towards 7th Avenue, and 3rd Avenue between 1st Street and South Center Street. He advised that was the street that ran in front of the small shopping center where the convenient store was located. He pointed out 10th Avenue SE/SW going from 127 back toward 1st Street SW, and 3rd Street SW from 7th Avenue up to the intersection with 3rd Street where it becomes 3rd Street Drive and connects with 4th Street. The other was 4th Street, the road that goes from the Sky City shopping center up towards the Credit Union past the Sub Station. He advised those were the five that were resurfaced last year.

Mr. Leonetti discussed housing activities. There was 16 households which were assisted with housing rehabilitation funds. There are three kinds of things that are done with housing. In the City's housing rehabilitation loan program, three citizens were assisted with that funding. Approximately 12 households were assisted with urgent repair funding, but that was not part of the report or CDBG funds, but it is housing assistance that the City provides. Habitat helped 13 houses through their rehabilitation program that they geared up over the last fiscal year. A little less than \$5,000 was used to help administer the program, which included his time and the Administrative Assistant's time when they are working on the program, doing work write-ups and inspections. Enhancing affordable housing opportunities was the down payment assistance program. Three people achieved the goal of homeownership last year through the down payment assistance loan program which is allowed for first-time homebuyers.

Mr. Leonetti discussed fair housing practices. Approximately \$1,400 a year was used for advertising. They work with the Association of Realtors and do ads in the real estate book that the Association pays for. Staff puts ads in the Hickory Daily Record, and one of the Charlotte Spanish language newspapers that also has circulation in Hickory. They also work with the Community Relations Council and Centro Latino and some of the other agencies to insure that citizens are aware of their fair housing rights. Program administration cost approximately \$47,000 in the 2015-2016 year which paid a portion of his salary and a portion of the Administrative Assistant's salary.

Mr. Leonetti discussed public services. Each year the City provides grants to non-profits to perform public service activities. This is limited to approximately 15 percent of the grant funds. The City assisted five non-profits over the course of last year. Four grants were given last year and Community Ridge Daycare had approximately \$600 leftover from the previous year. The City helped them renovate their infant room in 2014-2015 and they were able to buy some equipment in 2015-2016. The Soup Kitchen received approximately \$20,000 and they serve approximately 215 people a day. Renovations are ongoing and they hope to be moving soon. ALFA received \$15,000, they have approximately 160 people in their case management program. Approximately 42 people received assistance through Exodus Homes. Last year, City of Refuge helped approximately 21 low to moderate income students. City-wide they are located in the Ridgeview Community, they work out of the Brown Penn Senior Center. Mr. Leonetti showed a photo of some of the Youth Council members. They worked with them at least once a month. Four or five of the Youth Council members helped the kids with homework and did activities with them as well.

Mr. Leonetti discussed 2016-2017 projects. They are working with Parks and Recreation and the Engineering Department to get design work done on some improvements to West Hickory Park. That is the park where the pool was located previously on 17th Street. They are planning on demolishing the old locker room facility building and replacing that with a picnic shelter and a prefabricated restroom facility. This will be similar to what is being put at Southside Heights Park. He advised of street resurfacing that will take place this year. They have a preliminary list of three streets, one in West Hickory and two in the Highland neighborhood that they plan to resurface possibly in October. That contract had been awarded to Maymead, which Council had approved in late August. They should begin work in the next few weeks.

Mr. Leonetti advised the City was spending some money that was backed up from previous years. The City spent approximately \$693,000 last year. He advised the report at the end of the CAPER listed some of that information as well. They also received a lot of program income due to the sale of some property, which led to some additional resurfacing last year that the City hadn't been able to accomplish in previous years. He asked if Council had any questions.

Alderman Seaver asked approximately how much CDBG money did the City receive each year.

Mr. Leonetti stated this past year the City received a little over \$300,000. This current fiscal year it had gone down. The City received approximately \$280,000. In the 2015-2016 year, there were two large property sales that took place. The property which was purchased from Habitat and rehabilitated sold, which was approximately \$78,000. The Kenworth Hall Apartments sold which put approximately \$72,000 back in. There was a loan on that which they were paying back. The City received \$270,000 in program income last year. Normally the City receives approximately \$130,000 in program income.

Alderman Seaver commented that it seemed that the City was spending a whole lot more than they were getting.

Mr. Leonetti replied they can use the money that they received from the loans. There were some projects that were a little slower in developing over the year. That is why last year there was two years essentially of spending on street resurfacing and the Optimist Park improvement, there was a lot built in one year.

Alderman Seaver commented we get a lot of bang for our buck.

Mr. Leonetti responded that they try to get as much done as they can.

Alderman Guess commented these were real good uses for CDBG money. He knew that the folks that lived in and around the Optimist Park were extremely excited and appreciative of all that had been done at Optimist Park and it really looked great. They are looking forward to that.

Mayor Wright declared the public hearing open and asked if there was anyone present to speak in opposition to the report. No one appeared. He asked if there was anyone present to speak in favor of the report. No one appeared. Mayor Wright closed the public hearing.

Alderman Guess moved, seconded by Alderman Tarlton approval of the FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER). The motion carried unanimously.

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

A. Departmental Reports:

1. Approved the Proposed Revisions to the Housing Rehabilitation Loan Program and Relocation Policy.

For a number of years the City has operated a housing rehabilitation loan program using Community Development Block Grant funds along with other housing related funds as they are available. These guidelines were most recently updated in 2014 to create a deferred loan program for households earning less than 50 percent of the area median income. The proposed revisions to the contracting section of the guidelines were suggested by City Finance Staff. The guidelines describe setting up an escrow account for each housing rehabilitation process. In practice, the City encumbers funds through the purchase order process and pays

the contractor directly. The change to the policy reflects the process more accurately. An additional proposed change also increases the maximum loan term from 10 to 15 years. The change would lower the monthly payment for the maximum \$20,000 loan from \$193.20 per month to \$138.20, which should help make loan payments affordable to more citizens.

Staff has also developed a relocation policy to assist families that may need to be relocated during more extensive rehabilitation activities related to lead based paint hazards. The policy would provide a stipend to families that need to move out of their homes due to lead hazard reduction activities. Since the housing rehabilitation assistance is optional, the City is not required to provide relocation assistance to homeowners assisted through the program. These funds would be used to assist families moving in with family and friends or staying in a hotel during a rehabilitation project. Elderly families can sign a waiver of relocation and remain in their homes during most rehabilitation projects. Due to the age of construction of houses in Hickory many homes only have lead based paint on the exterior, which generally does not require relocation. Staff does not anticipate the relocation policy being utilized often, but it would provide some support to households that need to be relocated during a project. \$800 would be the maximum amount of assistance disbursed through the policy. The funds can be paid through the housing rehabilitation program budget.

The Citizen's Advisory Committee were presented with the changes to the guidelines and relocation policy and recommends approval. Staff also recommends approval of the proposed revisions to the Housing Rehabilitation Loan Program and Relocation policy.

Interim City Manager Andrea Surratt asked the City's Community Development Manager Dave Leonetti back to the podium to present Council with revisions to the Housing Rehabilitation Loan Program for their consideration. She advised of the distinction between the CAPER report, which was a lot of infrastructure and improvements that will be related to property. The City has a housing component too, which is the report that Mr. Leonetti would present.

Community Development Manager Dave Leonetti presented Council with revisions to the Housing Rehabilitation Loan Program Guidelines. The guidelines were most recently updated in 2014 to create a deferred loan program to assist citizens who were earning less than 50 percent of the area median income. This would help citizens that weren't necessarily able to qualify for the more traditional amortized loan program where you make monthly payments every month. The idea was to help get the program available to more citizens. They had approximately five in the past two years under the deferred loan program. It had been successful so far. There were a few that had recently finished and a couple that were underway currently as well. He advised there were two small changes to the guidelines. The first change was revisions proposed by the Finance Department Staff related to the contracting section of the guidelines. The guidelines, for the past 15-20 years, mentioned setting-up an escrow account when the City enters into a contract for the housing rehabilitation loan project. In actuality the City bids out the project and the City encumbers the funds through a purchase order so there is not a separate escrow account setup. The Finance Department requested that the policy be revised to insure that it meets what Staff is actually doing on a regular basis to make sure that everything is consistent. The change reflected that process more accurately. Another change in 2014 was the reduction of the maximum loan term from 20 years down to 10 years. One of the reasons for that was the quality of materials. Materials go down, things don't last like they used to. They weren't lasting as long and people would have a 20 year loan with the City and 15 years into it their HVAC system would go out and they would still have a little bit left to pay-off. They cut it down to 10 years when they were actually running the numbers in terms of getting people qualified. It turned out to be too much to the extreme, so the Citizen's Advisory Committee recommended a maximum loan term of 15 years. He explained the way the maximum loan terms worked. It is one year for every \$1,000 borrowed. If the maximum was borrowed, currently the maximum is 10 years, at a three percent interest rate, it would be \$193 a month. At 15 years, the \$20,000 loan would be approximately \$138 a month. Staff felt that was a good compromise. Most of these things should be lasting for at least 15 years, and it also saves a significant amount of money for those homeowners to allow them to make those payments and qualify more people that way.

Mr. Leonetti discussed the relocation policy, which they hoped not to use particularly often. The policy would be to assist families that may need to be relocated during extensive rehabilitation projects that involve lead-based hazard reduction. Since the housing assistance is optional the Unifour Relocation Act is not triggered. He used for example when DOT buys houses to widen a street they have to pay to move those people. Since this is optional assistance that no one is

required to do, the Unifour Relocation Act is not triggered. The City would want to provide some assistance because depending on the level of lead-based paint contamination in the house, folks may need to move out for a short period of time while those renovation activities take place. Staff hopes that this will not happen too much for two reasons. Elderly folks are able to sign a waiver of relocation because the science says that they are much less likely to be affected by lead-based paint than younger folks, women of childbearing age and small children. The other piece is the age of our construction in Hickory. A lot of the houses were built in the late 50s and early 60s. While lead-based paint was used until 1978, really in the late 50s they stopped using it for interior paint. Generally you don't have to relocate if lead-based paint is only on the outside of the house. That makes thing easier on the City's end with that. They are encouraging folks to stay with family if at all possible. There is an \$800 cap on assistance. If there is a very long project it would be difficult to do that at an extended stay hotel. There are reasonably subsidies to owner/occupants for increased utility usages if they are staying with family or friends, an extended stay hotel, or moving and storage costs potentially. Generally the goal will be to keep things in the housing unit by protecting them with plastic sheeting. They hope to not have to move a whole lot of stuff unless there is just a huge project. Food costs if folks need to move out for a short period of time. He reiterated there was an \$800 cap. The Citizen's Advisory Committee reviewed these changes at their September meeting and recommended approval. He asked for any questions.

Alderman Zagaroli moved, seconded by Alderman Seaver approval of the revisions to the Housing Rehabilitation Loan Program and Relocation Policy. The motion carried unanimously.

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

2. Appointments to Boards and Commissions

<u>BUSINESS DEVELOPMENT COMMITTEE</u>	
(Terms Expiring 6-30; 2 Year Terms) (Appointed by City Council)	
At-Large (Council Appoints)	VACANT
<u>CITIZENS ADVISORY COMMITTEE</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
At-Large (Council Appoints)	VACANT
At-Large (Council Appoints)	VACANT
<u>COMMUNITY APPEARANCE COMMISSION</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
Ward 3 (Seaver Appoints)	VACANT
Ward 4 (Guess Appoints)	VACANT
At-Large (Outside City but within Hickory Regional Planning Area)	
(Council Appoints)	VACANT
At Large (Council Appoints)	VACANT
<u>COMMUNITY RELATIONS COUNCIL</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
Other Minority (Council Appoints)	VACANT
Other Minority (Council Appoints)	VACANT
<u>HICKORY REGIONAL PLANNING COMMISSION</u>	
(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)	
(Appointed by City Council)	
Burke County (Mayor to Nominate)	VACANT
<u>INTERNATIONAL COUNCIL</u>	
(Appointed by Mayor with the Concurrence of City Council)	
(5) Positions	VACANT
<u>LIBRARY ADVISORY BOARD</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
Ward 4 (Guess Appoints)	VACANT
At-Large (Mayor Appoints)	VACANT
<u>PARKS AND RECREATION COMMISSION</u>	
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
At-Large (2) (Council Appoints)	VACANT
At-Large (3) (Council Appoints)	VACANT

PUBLIC ART COMMISSION
 (Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 At-Large (Mayor Appoints) VACANT

PUBLIC HOUSING AUTHORITY
 (Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)
 Position 9 VACANT

RECYCLING ADVISORY BOARD
 (Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 2 (Tarlton Appoints) VACANT
 Ward 3 (Seaver Appoints) VACANT
 Ward 4 (Guess Appoints) VACANT
 At-Large (Council Appoints) VACANT
 At-Large (Council Appoints) VACANT

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

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

Joshua Michael Cotton (At-Large Representative)

St. Stephens High School Representatives	2 Positions VACANT
At-Large Representatives	3 Positions VACANT
Challenger High School Representative	1 Position VACANT

Mayor Wright moved to nominate Joshua Michael Cotton as an At-Large Representative for the Youth Council. The motion carried unanimously.

NORTH CAROLINA LEAGUE OF MUNICIPALITIES

Voting Delegate/Alternate for Annual Business Meeting October 24, 2016 (4:15 – 5:15 p.m.) Raleigh Convention Center, Raleigh, NC

Alderman Lail moved, seconded by Alderman Seaver to nominate Mayor Wright as voting delegate for the North Carolina League of Municipalities. The motion carried unanimously.

TRANSPORTATION ADVISORY COMMITTEE FOR THE GREATER HICKORY METROPOLITAN PLANNING ORGANIZATION

Appointment of Two Alternate Delegates

Interim City Manager Surratt advised there were two slots that are regular voting slots on the Transportation Advisory Committee (TAC) for the Greater Hickory MPO, which is the transportation functional at the local four county level. She requested to add two additional voting delegates that could be alternates in case one of the current members could not attend a meeting. There could be additional City Council members to sit in their stead. There is a meeting at the end of the month on September 28th at 3:00 p.m. which is a voting meeting. The City would like to have their full two votes at the meeting of the TAC to represent Hickory. At the Staff level she could not sit in their place. It would have to be a City Council member to attend.

Alderman Tarlton advised he would be glad to help out.

Alderman Lail advised he would be out of town, so it was important that his slot be filled.

Alderman Zagaroli questioned the location of the meeting.

Interim City Manager Surratt advised that it was in Hickory at the COG building at 3:00 p.m. on the 28th.

Alderman Zagaroli advised that he could be there.

Mayor Wright moved, seconded by Alderman Seaver to appoint Alderman Tarlton and Alderman Zagaroli as alternate delegates for the Transportation Advisory Committee for the Greater Hickory Metropolitan Planning Organization. The motion carried unanimously.

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

B. Presentation of Petitions and Requests

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

The following transpired after "General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature".

City Attorney John Crone asked Mayor Wright to go back to "Matters Not on Agenda". He requested that Council consider voting on allowing him to ask Council to appoint a temporary Interim City Manager in the absence of Mr. Rodney Miller and Mrs. Andrea Surratt who would be in Kansas City at the IMCA meeting September 24-28, 2016.

Mayor Wright confirmed that Council needed to appoint an acting, acting City Manager.

City Attorney John Crone advised an Interim. They were asking that Public Services Director Chuck Hansen assume that role during that time period. He asked Council to move to consider this item as a "Matter Not on Agenda".

Alderman Lail moved, seconded by Alderman Tarlton to consider this item not on the 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.

Mayor Wright moved, seconded by Alderman Tarlton, to appoint Mr. Chuck Hansen as Acting City Manager from September 24-28, 2016. The motion carried unanimously.

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

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

Mayor Wright commented that he had not read it yet, but Hickory's Master Plan was featured in "Western North Carolina" magazine this month. He also commented that there was some good press in "Our State" magazine this month. He stated there was a little to overcome with the lie about the opioid addiction. The headline really was the only thing that he didn't like too much about the "Wall Street Journal". We have been in good class, citizen moral is high, but they know there is a ways to go, but people are happy with the direction that it is going.

At this point in the meeting City Attorney John Crone asked Council to consider a matter not on the agenda. See "Item XII. Matters Not on Agenda".

XIV. Closed Session Per NC General Statutes §143-318.11(a)(6) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

Mayor Wright requested the addition of Closed Session for the discussion of a personnel matter, pursuant to NCGS §143-318.11(a)(1)(6).

Mayor Wright moved that Council go into closed session discuss a personnel matter, seconded by Alderman Lail. The motion carried unanimously.

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

1. Discussion of a Personnel Matter – NCGS §143-318.11(a)(6)

No action was taken upon return to open session.

XV. There being no further business, the meeting adjourned at 9:08 p.m.

Mayor

City Clerk

September 15, 2016

A Special Meeting of the City Council of the City of Hickory was held in Executive Boardroom "B" of the Courtyard Marriott on Thursday, September 15, 2016 at 7:00 a.m., with the following members present:

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

A quorum was present.

Also present: City Attorney John Crone

- I. Mayor Wright called the meeting to order. All Council members were present.
- II. Closed Session Per NC General Statute 143-318.11(a)(6) to consult with the attorneys regarding the following: (Action on this item, if any, will occur in Open Session)
 - 1. Discussion of Personnel Matter – NCGS §143-318.11(a)(6)

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

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

City Council convened to closed session at approximately 7:05 a.m.

City Council returned to open session at approximately 2:30 p.m.

No action was taken upon return to open session.
- III. There being no further business, the meeting adjourned at 2:30 p.m.

Mayor

City Attorney John Crone

September 26, 2016

A Special Joint Meeting of the City Council of the City of Hickory and the Catawba County Board of Commissioners was held at the North Carolina Center for Engineering Technologies, 1990 Main Avenue SE, Room 149, Hickory, on Monday, September 26, 2016 at 12:00 p.m., with the following members present:

	Rudy Wright	
	Aldermen	Hank Guess David Zagaroli
Danny Seaver		

A quorum was present.

Also present were: City Attorney John Crone, Public Services Director (Acting as City Manager) Chuck Hansen, Communications and Marketing Manager Dana Kaminske, Communication Specialist/Policy Analyst Sarah Prencipe, and City Clerk Debbie D. Miller

Catawba County Board of Commissioners Present: Chair Randy Isenhower, Vice-Chair Barbara Beatty, Kitty Barnes, Dan Hunsucker, and Sherry Butler.

Catawba County Staff Present: Catawba County Economic Development Corporation President Scott Millar, Director, Business Recruitment Julie Pruet, County Manager Mick Berry, Assistant County Manager Dewey Harris, and County Clerk Barbara Morris

I. Catawba County Economic Development Corporation President Scott Millar began the joint meeting between the Catawba County Board of Commissioners and Hickory City Council.

Chair Randy Isenhower called the meeting to order for the Catawba County Board of Commissioners. All Catawba County Commissioners were present.

Mayor Wright called the meeting to order for Hickory City Council. All Hickory City Council members were present except for Alderman Lail, Alderman Tarlton, and Alderwoman Patton.

II. Public Hearing for Consideration of Economic Incentive Grants to "Project Lighthouse"

Mr. Scott Millar, President of the Catawba County Economic Development Corporation, (EDC), presented City Council and the Catawba County Board of Commissioners with a PowerPoint Presentation. He referenced the announcement that Governor Pat McCrory had made previously at 10:00 a.m. of the investment by Corning Optical Communications in two facilities in North Carolina, one in Hickory at the McDonald Parkway location. He commented that this is certainly an opportunity for the City and County to create new jobs at \$58,200 per job. The expanded production was due to demand by new data centers and the strong development of activity and sales in the fiber to the home deployment, which is primarily produced in the bundles of cable and communication that are produced at the facility located at 1164 23rd Street SE, Hickory. He advised that the opportunity was a \$30 million dollar investment by the company, primarily in equipment, but there will be some facility investment that is needed for this. To this point it has not yet been determined what the extent of construction activities will be on this facility. The \$30 million dollars would be for interior building renovations, machinery, and equipment. That investment will be made over the next four years. This will allow the opportunity to create 105 new jobs with an average wage of \$58,200 per job. He advised that the County's average was \$38,238 per year, which would be a substantial increase over the County's average wage. He advised Mayor Wright had mentioned creating those jobs certainly has an impact in the City of Hickory and Catawba County. He mentioned it was a competitive project, certainly this facility was considered at other existing locations, Mexico, and other facilities around the world. Mr. Millar advised this had been discussed in closed sessions with both Catawba County Board of Commissioners and Hickory City Council, so this was not the first opportunity that they had to be exposed to the performance based incentive program. He advised it would be specific to an Economic Development Contract with performance based requirements. Should the company not perform then the incentives would not be granted. It is always subject to their performance. The company had also agreed to requirements that the County had established over the years to adhere to the requirements of Education Matters. They would also provide a yearly performance statement signed by a corporate officer that says how they are performing that year relative to the requirements. It was also subject to the JDIG award that was approved by the Economic Divestment Committee by the State of North Carolina.

Mr. Millar discussed the percentage of the grants. An amount equal to a percentage of new property taxes generated for five years with the following percentage and maximum amounts: The first two years would be a 75 percent grant; years three and four would be a 67 percent grant and year five would be a 50 percent grant. The numbers for the City of Hickory would be approximately \$127,463 for the first two years, and \$129,375 for the County because the County's tax rate is slightly higher than the City of Hickory's. The total maximum recommendation, should those investments, the entire \$30 million dollars be reflected on the tax rolls by the County. That is not a likely occurrence. Likewise the equipment will depreciate over time as these investments age to a degree. He advised that was the design of the incentive that was proposed. He recommended that the Catawba County Board of Commissioners and the Hickory City Council consider an amount of \$567,635 for the City of Hickory, and \$576,150 for Catawba County. He asked if either board had any questions specific to the project.

Catawba County Board of Commissioners Chair Randy Isenhower opened the public hearing. He asked if there was anyone present to make any comments in regards to the proposed economic development. No one appeared. Chair Isenhower closed the public hearing.

Catawba County Board of Commissioners Vice-Chair Barbara Beatty moved approval of the economic development agreement. The motion carried unanimously.

City Attorney John Crone advised Mayor Wright for the record he should open the public hearing.

Mayor Wright declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. He asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Wright closed the public hearing.

Alderman Guess moved, seconded by Alderman Zagaroli approval of the Economic Development Agreement. The motion carried unanimously.

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

Mr. Millar thanked both of the boards for the opportunity to work with them on the project. He commented he believed this was an opportunity that would continue for Catawba County. There are good signs for this company and for this investment being the precursor for many more. He mentioned the headquarters recruitment effort that both entities had participated in. Unfortunately it didn't lead to landing the project, however, they are all about trying to help the companies do things for Catawba County citizens, and this is an opportunity.

Catawba County Commissioner Dan Hunsucker moved to adjourn. The motion carried unanimously.

Mayor Wright thanked Mr. Chuck Hansen for conducting himself admirably as Acting City Manager.

Alderman Seaver moved, seconded by Alderman Zagaroli to adjourn. The motion carried unanimously.

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

III. There being no further business, the meeting adjourned at 12:10 p.m.

Mayor

City Clerk

September 27, 2016

A Special Meeting of the City Council of the City of Hickory was held in the Council Chambers of the Municipal Building on Tuesday, September 27, 2016 at 5:00 p.m., with the following members present:

	Rudy Wright	
Vernon Tarlton	Aldermen	Hank Guess
Danny Seaver		David Zagaroli
		Jill Patton

A quorum was present.

Also present: City Attorney John Crone and City Clerk Debbie D. Miller

I. Mayor Wright called the meeting to order. All Council members were present except for Alderman Lail

II. Closed Session Per NC General Statute 143-318.11(a)(6)to consult with the attorneys regarding the following: (Action on this item, if any, will occur in Open Session)

1. Discussion of Personnel Matter – NCGS §143-318.11(a)(6)

Alderman Zagaroli moved that Council go into closed session to consult with the attorneys to discuss the item listed above, seconded by Alderman Tarlton. The motion carried unanimously.

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

City Council convened to closed session at approximately 5:05 p.m.

City Council returned to open session at approximately 5:22 p.m.

No action was taken upon return to open session.

III. There being no further business, the meeting adjourned at 5:22 p.m.

Mayor

City Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Terry Clark, Airport Director
Contact Person: Terry Clark
Date: September 13, 2016
Re: NCDOT Grant Agreement and Resolution for Project 36244.33.12.1
Land Acquisition/Obstruction Removal

REQUEST:

Staff requests Council's acceptance and approval of Grant Agreement and Resolution for Project 36244.33.12.1 from the North Carolina Department of Transportation (NCDOT)

BACKGROUND:

The NCDOT awarded the City of Hickory a grant for this project and was accepted by City Council on May 19, 2015. By letter dated August 30, 2016 the NCDOT has approved the City's Request for Aid and requires approval of the Grant Agreement. This grant has a State share of 90% equal to \$180,000 and a local share of 10% equal to \$20,000. Said grant funds are allocated for the use of land acquisition and obstruction removal at the Hickory Regional Airport.

Land acquisition and obstruction removal is needed to allow for a safe glide path for a 600 foot extension of Runway 6.

ANALYSIS:

This grant will assist in the continuation of the airfield improvement program as recommended by the Airport's Task Force. The Hickory Regional Airport currently sits on approximately 1300 acres in Catawba and Burke counties. Land acquisition is an important part to the future of the airport's growth and continued economic vitality.

RECOMMENDATION:

Staff recommends Council's acceptance and approval of Grant Agreement and Resolution for Project 36244.33.12.1 from the North Carolina Department of Transportation.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

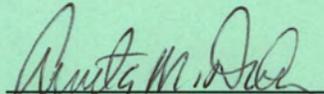
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LIST THE EXPENDITURE CODE:

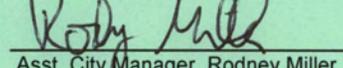
Reviewed by:

Terry Clark
Initiating Department Head

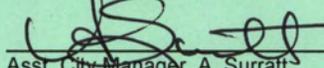
9-13-16
Date


Deputy City Attorney, A. Dula

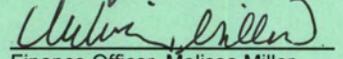
9-24-16
Date


Asst. City Manager, Rodney Miller

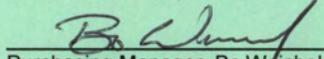
9-23-16
Date


Asst. City Manager, A. Surratt

9/23/16
Date


Finance Officer, Melissa Miller

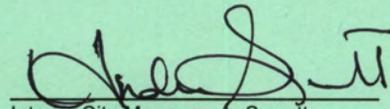
9-26-16
Date


Purchasing Manager, Bo Weichel

9-26-16
Date

Date

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


Interim City Manager, A. Surratt

9/29/16
Date

GRANT AGREEMENT

STATE AID TO AIRPORTS
BETWEEN

AIRPORT: HICKORY REGIONAL AIRPORT

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND

PROJECT NO: 36244.33.12.1

CITY OF HICKORY

This Agreement made and entered into this the _____ day of _____, 20____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **CITY OF HICKORY**, the public agency owning the **HICKORY REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties, and public airport authorities of North Carolina for the purpose of planning, acquiring, and improving municipal, county, and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated **JUNE 14, 2016** to the Department for State Financial Aid for the **HICKORY REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$180,000** not to exceed **90 percent** of the non-federal share of the final, eligible project costs has been approved subject to the conditions and limitations herein; and

WHEREAS, the Grant of State Airport Aid funds will be used for the following approved Project (if a federal aid project, this scope shall also include any modifications thereto by the Federal Aviation Administration):

NOW THEREFORE, the Sponsor and Department do mutually hereby agree as follows:

PROJECT DESCRIPTION:

LAND ACQUISITION / OBSTRUCTION REMOVAL (HOLLAR PARCEL)

1) That the Sponsor shall promptly undertake the Project and complete all work on the Project prior to the **1st** day of **JULY 2018**, unless a written extension of time is granted by the Department.

2) Work performed under this Agreement shall conform to the approved project description. Any amendments to, or modification of, the scope and terms of this Agreement shall be in the form of a Modified Agreement mutually executed by the Sponsor and the Department, except that an extension of time may be granted by the Department by written notice to the Sponsor.

3) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and sub recipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

4) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Grant.

5) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.

6) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver.

7) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement.

8) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NCDOT SEAL

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Transit

ATTEST: _____

SPONSOR:

SPONSOR SEAL

Signed: _____

Title: _____

Attest: _____

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of the _____
(Title) (Sponsor)

(hereinafter referred to as "Sponsor" and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by _____ of the Sponsor,
(Name and Title)

And the Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____ 2015.

Notary Public (Signature)

My Commission expires: _____

SEAL

DOA FORM (12/10)
Approved as to form

[Signature]
City of Hickory – Legal Dept.

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

[Signature]
**City of Hickory
Finance Officer 41**

RESOLUTION

A motion was made by _____ and seconded by _____
(Name and Title)

_____ for the adoption of the following resolution, and
(Name and Title)

upon being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of **\$180,000** has been approved by the Department based on total estimated cost of **\$200,000**; and

WHEREAS, an amount equal to or greater than **10 percent** of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE _____
(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I, _____ of the
(Name and Title)

_____ do hereby certify that the above
(Sponsor)

is a true and correct copy of an excerpt from the minutes of the

_____ of a meeting
(Sponsor)

duly and regularly held on the _____ day of _____, 20_____

This, the _____ day of _____, 20_____

SPONSOR SEAL

Signed: _____

Title: _____

Of The: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook (third edition, January 1997).

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
 - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
 - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%...) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
 - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
 - b. Technical Specifications – electronic copies: MS Word File and PDF format
 - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/wh/eop/omb), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section.

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

- (1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.
- (2) The Project has received an appropriate environmental finding.
- (3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:
 - a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List
 - b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.
- (4) Additional information shall be provided as requested.
- (5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.
- (6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Revised 1/2/13



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: EmergeOrtho's Oktoberfest 5K Footrace and Fun Run
 Applicant Name & Title: Robin Lutz, Marketing Director
 Organization: Carolina Orthopaedic Specialists, now EmmergeOrtho, PA
 Mailing (Billing) Address: 2165 Medical Park Drive
 City / State / Zip: Hickory, NC 28602
 Daytime Phone: 828-485-4589 Cell: 828-238-6237 Email: robinlutz@carolinaortho.com
 Description of the Event: 5K Footrace & Fun Run to benefit Hospice in Alexander, Burke, Caldwell and Catawba Counties

Does the event have a Twitter, Facebook or other social networking page? No
 If yes, please list URL(s): _____

Event Address: 76 North Center Street, Hickory, NC 28601	
Date of Event: Saturday, October 8, 2016	
Event Start Time: 8:00 AM	Event End Time: 10:30 AM
Road Closure Begins (if applicable): 8:00 AM	Road Closure Ends (if applicable):
Set-Up Begins: 5:00 AM	Clean-Up Ends: 11:30 AM
Preferred Date & Time of Inspection:	
Estimated Attendance: 250	
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
Describe the procedures to be used for selecting participants and vendors for this event:	

APPLICANT'S SIGNATURE Robin Lutz **DATE:** 8/4/16

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

TENTS & MEMBRANE STRUCTURES

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

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

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

of Tent(s) 4 (fabric structure that is OPEN on all sides exceeding 700 square feet) 10 x 10 open tents

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

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

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

of Membrane Structure(s) _____ exceeding 400 square feet

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

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

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

Provide contact information for person responsible for setup of power:

Name: _____ Phone: _____ Email: _____

VOICE/MUSIC AMPLIFICATION

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

If yes, state the number of bands and type of music: Number of bands: 0

Type(s) of music: DJ/Top 40

Will a portable or temporary stage be utilized? Yes No

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

Provide contact information for contractor providing stage:

Name: _____ Phone: _____ Email: _____

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

Will your event use amplified sound? Yes No

If yes, please indicate times: Start time: 7:00 AM Finish time: 11:00 AM

HAZARDOUS MATERIALS

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

Will there be any portable heaters? Yes No

Will there be any deep fat fryers? Yes No

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

ALCOHOL

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

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

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

Who will be serving the alcohol? _____

Times for alcohol to be served. _____

Locations within event site where alcohol will be served:

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

VENDORS

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

VENDOR NAME	ADDRESS	PHONE NUMBER(S)

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

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

VENDORS

Does the event include food vendors? Yes No

If the event will have food vendors, please check the following that apply:

Served Sold Free Catered Prepared Outdoors

An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

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

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)

(Use additional sheet if necessary)

VENDOR	COOKING METHOD	FOOD ITEM

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

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
10/8/16	5:00 AM	Set Up	
	7:00 AM	Registration	
	8:00 AM	Fun Run Start Time	
	8:30 AM	5K Race Start Time	
	10:30 AM	Awards	
	11:00 AM	Clean Up	

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?

How many recycling bins are you requesting for recycling?

Delivery Location? _____

Date and Time for trash or recycling bins to be emptied/picked up? _____

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? **Race volunteers will clean up at the race registration 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: _____

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

- | | |
|---|--|
| <input type="checkbox"/> Water Service | <input type="checkbox"/> Portable Toilet Service |
| <input type="checkbox"/> Wastewater Service | <input type="checkbox"/> Public Restrooms |

SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

Beer/Alcohol Security Stage Security Event Area Security Gate Security

Road Closure Security Money Handling Security Other _____

Overnight Security From _____:_____: To _____:_____:

Dates & Times security will be on site: 8:00 AM - 10:30 AM

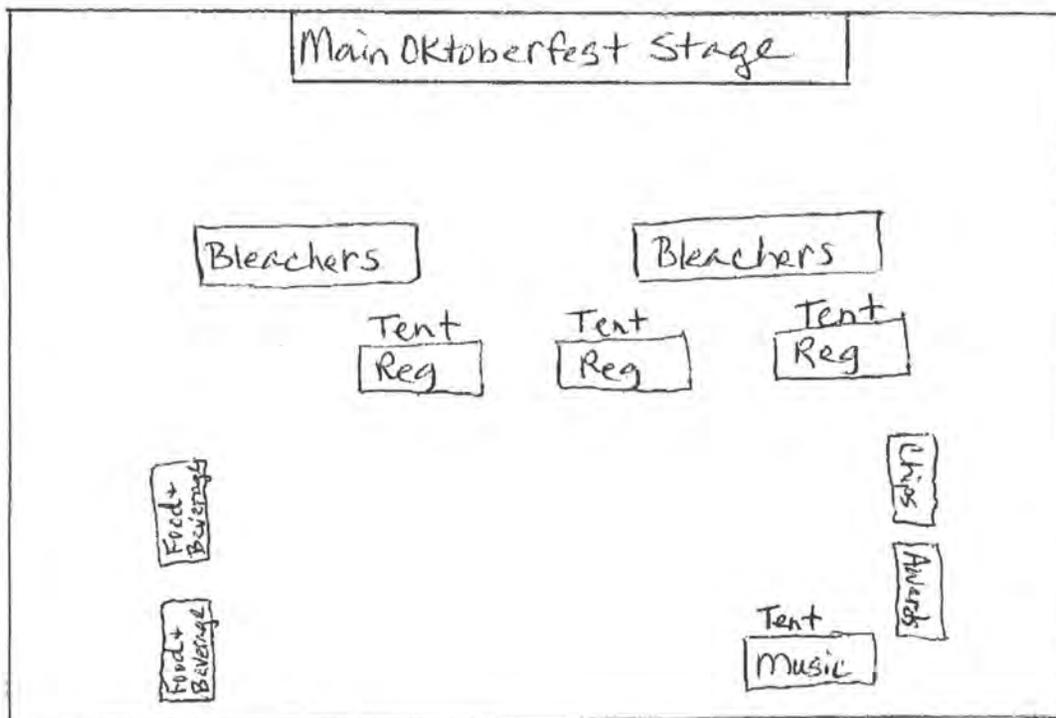
Security provided by: Hickory PD Number of Security Personnel: TBD by HPD

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.



Reg = Registration

* Parking at that ^{time} in the morning has never been a problem. Public parking lots that are parallel to the railroad tracks are utilized, as well as public parking spots around City Hall and downtown Hickory.

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: approx 250 % of participants expected under 18: 25%

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

Number of volunteers expected: 45 % of volunteers expected under 18: 10%

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. RL

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

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

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

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

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. RL

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). RL

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. RL

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.

Volunteer Plan

10-15 Adult volunteers — Set-up + Race Day Registration

30+ Adult Volunteers — Course Volunteers — ensure participants stay on correct course

After all participants have passed by (as signified by the cyclist volunteer that follows behind the last runner) each volunteer makes their way back to the registration parking lot and begins helping there.

10-15 Adult volunteers — Awards + Clean Up

1 cyclist volunteer — Rides behind last runner/walker

**** 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 than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all 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.

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 **Carolina Orthopaedic Specialists, now EmergeOrtho, PA**, 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.

Carolina Orthopaedic Specialists, now EmergeOrtho, PA

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

Carolina Orthopaedic Specialists, now EmergeOrtho, PA is a comprehensive orthopaedic practice consisting of 20 physicians that provide services in Alexander, Burke, Caldwell and Catawba counties. The practice host the Oktoberfest Footrace to benefit Hospice in Alexander, Burke, Caldwell and Catawba counties.

LIST ORGANIZATIONS OFFICERS:

Matthew Hannibal, MD

828-758-7091

TELEPHONE

Stephen Sladicka, MD

828-824-2800

TELEPHONE

Christopher Dalay, MD

828-874-3379

TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Robin Lutz

828-485-4589

NAME

TELEPHONE

2165 Medical Park Drive, Hickory, NC 28602

ADDRESS

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

8/4/18

Date

Jan Cassin, CEO
President
Carolina Orthopaedic Specialists
Non-Profit Organization Now EmergeOrtho, PA

Approved by:

Wade Smith
CITY MANAGER *interim*

9/14/14
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: _____

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 4th day of August, 2016.



President CEO

3

COUNCIL AGENDA MEMOS

Exhibit VIII.C.

To: City Manager's Office
From: Claudia Main, HR Director
Contact Person: Claudia Main and/or Maxine Honeycutt
Date: 15 September 2016
Re: Request for vacation days: Catawba County United Way Campaign and City of Hickory Coworker Event

REQUEST

Human Resources would like to request vacation days to give as prizes for 1) our 2016 United Way Campaign and 2) our 2016 Coworker Appreciation Event to be held on November 3, 2016

BACKGROUND

For both of the events listed above, we have historically been granted vacation days to use as prizes. For the United Way Campaign, we feel it increases participation and for our Coworker Event, it is a big hit each year as everyone likes vacation!

ANALYSIS

United Way: Requesting 2 vacation days for a drawing for all fair share givers. Also requesting 1 vacation day for a drawing for all coworkers who pledged at least \$8 per month.

Annual Coworker Appreciation Event: Requesting 8 vacation days in total to use for door prizes. Three one-day vacation winners will be drawn and our grand prize will be a Five-day vacation package.

RECOMMENDATION

Recommend approval of this annual request. Thank you!

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No
xx

LIST THE EXPENDITURE CODE:

None

Reviewed by:

C Main 15 Sept 16
Initiating Department Head Date

Rodney Miller 9-23-16
Asst. City Manager Rodney Miller Date

Melissa Miller 9-26-16
Finance Officer, Melissa Miller Date

Date

Anita M. Dula 9-24-16
Deputy City Attorney, A. Dula Date

A. Surratt 9/23/16
Asst. City Manager, A. Surratt Date

Bo Weichel 9-26-16
Purchasing Manager, Bo Weichel Date

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

A. Surratt
Interim City Manager, A. Surratt

9/29/16
Date

5

COUNCIL AGENDA MEMOS

Exhibit VIII.D.

To: City Manager's Office

From: Library – Sarah Greene, Library Director

Contact Person: Sarah Greene

Date: 9-20-2016

Re: "Food for Fines" Amnesty Week at the Library

REQUEST

Approval of the waiver of overdue fines for library customers who donate canned, boxed, or bagged food items at either Patrick Beaver Memorial Library or Ridgeview Branch Library during the two-week period of November 7-21, 2016. One item of food will cancel \$1.00 in overdue fines, and donated items will be given to Greater Hickory Cooperative Christian Ministry.

BACKGROUND

The program was successfully carried out in past years, resulting in thousands of items collected to help feed the hungry in our community during the holidays. For the two-week event in December 2015, Hickory Public Library collected a total of 1381 items that were donated to the Greater Hickory Cooperative Christian Ministry.

This is the fourth year in a row that Hickory Public Library and Catawba County Library System will partner to sponsor a "Food for Fines" event during the same period.

The annual event receives strong support from library users, and many donate items whether or not they have fines. The Great Hickory Cooperative Christian Ministry indicated that the food collected at the library helped fill their shelves at a critical time of the year. This year's event is scheduled to coincide with National Hunger and Homelessness Awareness Week.

ANALYSIS

The amnesty week event creates a sense of goodwill among our customers, helps many of the less fortunate in our community, encourages customers to return long-overdue items making them available for others, and has resulted in positive media coverage of the both library systems in prior years.

RECOMMENDATION

Library staff recommends approval of the annual "Food for Fines" Amnesty Weeks.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

[Signature]
Initiating Department Head 9-20-16
Date

[Signature] 9-24-16
Deputy City Attorney, A. Dula Date

[Signature] 9-23-16
Asst. City Manager Rodney Miller Date

[Signature] 9/23/16

[Signature] 9-26-16
Finance Officer, Melissa Miller Date

[Signature] 9-26-16
Purchasing Manager, Bo Weichel Date

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

[Signature]
Interim City Manager, Andrea Surratt
9/29/16
Date

9

COUNCIL AGENDA MEMOS

Exhibit VIII.E.

To: City Manager's Office
From: Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities
Contact Person: Kevin B. Greer, PE
Date: October 4, 2016
Re: Central Business District Infrastructure Project Utility Easement

REQUEST

Staff requests Council acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage easements for the property of Hickory Springs Manufacturing Company described as PIN: 3703-19-50-1321 for installation of utilities infrastructure.

BACKGROUND

The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 Million.

ANALYSIS

The easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement.

RECOMMENDATION

Staff recommends Council acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage easements for the property of Hickory Springs Manufacturing Company described as PIN: 3703-19-50-1321 for installation of utilities infrastructure.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen
Initiating Department Head

9/20/2016
Date

Deputy City Attorney, A. Dula

Date

Asst. City Manager, Rodney Miller

Date

Asst. City Manager, A. Surratt

Date

Finance Officer, Melissa Miller

Date

Purchasing Manager, Bo Weichel

Date

Date

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

Interim City Manager, A. Surratt

Date

DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory
P.O. Box 398, Hickory, NC 28603

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

**DEED OF EASEMENT
(Utility Easement)**

THIS DEED OF EASEMENT, made this 12th day of September, 2016, by and between **HICKORY SPRINGS MANUFACTURING COMPANY**, having a mailing address of **Post Office Box 128, Hickory, NC 28603** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantors own a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 1298 at Page 20 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain,

**HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT**

-- 1 --

sell and convey unto the said Grantee, its successors and assigns, a temporary construction easement and a perpetual right and easement for City owned public utility infrastructure which may include water, sanitary sewer and storm drainage easements over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, as depicted on the attached map and more particularly described as follows, to-wit:

Being all of that area as shown on the attached Exhibit "A" entitled "Utility Easement Acquisition for City of Hickory", Prepared by Edwin S. Godsey, Professional Land Surveyor L-3470, dated February 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 1298 at Page 20 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3703-19-50-1321.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of storm drainage, erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of storm drainage, constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises, provided the sewer line is protected in the manner required by the City Engineer.

**HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT**

-- 2 --

As used herein, the term "drainage" shall connote the flow of normal and excess rainwater across the easement premises and shall be deemed to permit the installation of drainage piping and other equipment and structures necessary for proper drainage.

The Grantor retains the right to use and cultivate said land along and upon said right-of-way.

Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance or repair to the sewer line.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

 (SEAL)
**HICKORY SPRINGS MANUFACTURING
COMPANY**
**President of Hickory Springs Manufacturing
Company**

**HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT**

STATE OF NORTH CAROLINA
COUNTY OF Lincoln

I, Laurie A. Watson, a Notary Public of Lincoln County, North Carolina, do hereby certify that James J. Bush, President of Hickory Springs Manufacturing Company personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 12th day of September, 2016.

Laurie A. Watson

Notary Public

(SEAL)

My Commission Expires:

9/7/2018

HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT

-- 4 --

ACCEPTANCE

Accepted by the Hickory City Council for and on behalf of the City of Hickory, North Carolina, this ____ day of _____, 2016.

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

ATTEST:

(SEAL)

Andrea Surratt, Interim City Manager

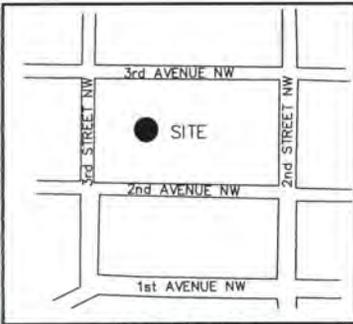
Debbie D. Miller, City Clerk

Approved as to form on behalf of the City of Hickory this ____ day of _____, 2016.

Arnita M. Dula, Deputy City Attorney

**ALPHA OFFICE GROUP, LLC
TO CITY OF HICKORY
DEED OF EASEMENT**

-- 5 --



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

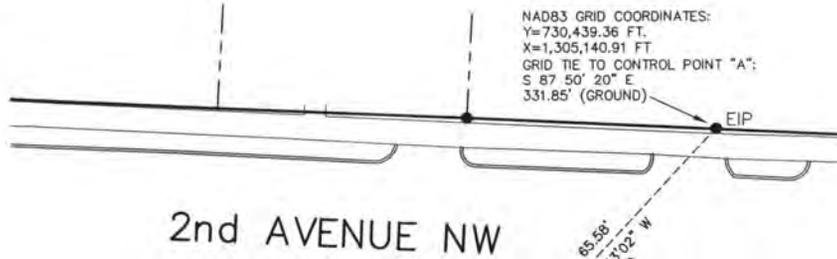
Cal O'Quinn 4-5-2016
REVIEW OFFICER DATE

THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE PRODUCED WITH STATIC GPS OBSERVATIONS AND PROCESSED WITH ONLINE POSITIONING USER SERVICE (OPUS). THE NETWORK POSITIONAL ACCURACY OF THE OPUS DERIVED POSITIONAL INFORMATION IS 0.04 FT. THE FOLLOWING CORRS WERE USED BY OPUS: PID, DM3523-NCHI HICKORY & PID, DE8425-GAST GASTON. HORIZONTAL POSITIONS ARE REFERENCED TO NAD83(2011), COMBINED FACTOR: 0.99985830.

GPS CONTROL POINT "A"
60d NAIL
NAD83 COORDINATES:
Y=730,426.84 FT.
X=1,305,472.48 FT.

NAD83 GRID COORDINATES:
Y=730,439.36 FT.
X=1,305,140.91 FT
GRID TIE TO CONTROL POINT "A":
S 87° 50' 20" E
331.85' (GROUND)

- LEGEND**
- PERM. SANITARY SEWER ESMT.
 - PERM. STORM DRAINAGE ESMT.
 - PERM. SANITARY SEWER/ STORM DRAINAGE ESMT. (OVERLAP)
 - TEMP. CONST. EASEMENT
 - EIP -EXISTING IRON PIN
 - CP -COMPUTED POINT



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 02°37'47" E	32.41'
L2	S 88°12'56" E	7.35'
L3	N 88°04'06" W	2.11'

(GRID NAD-83)

PERMANENT STORM DRAINAGE & SANITARY SEWER EASEMENT AREA
0.042 ACRES
(1,861 SQ. FT.)

HICKORY RECORD, INC.
DB B34, PG 308
PIN# 370319500238

PERMANENT SANITARY SEWER EASEMENT AREA
0.019 ACRES
(829 SQ. FT.)

TEMPORARY CONSTRUCTION EASEMENT AREA
0.061 ACRES
(2,669 SQ. FT.)

HICKORY SPRINGS MANUFACTURING COMPANY
DB 1298, PG 20
PIN# 370319502310

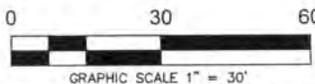
HICKORY SPRINGS MANUFACTURING COMPANY
DB 1298, PG 20
PIN# 370319501321

25' PRESCRIPTIVE STORM DRAINAGE EASEMENT

TEMPORARY CONSTRUCTION EASEMENT AREA
0.002 ACRES
(119 SQ. FT.)

25' PRESCRIPTIVE SANITARY SEWER EASEMENT

JACOMINE INVESTMENTS, LLC
DB 3292, PG 1469
PIN# 370319501115



PREPARED BY:
LANDTEC
137 CROSS CENTER RD #253
DENVER, NC 28037
704-483-3201

This map was prepared from an actual field survey performed by LANDTEC for the purpose of easement acquisition only, and is not to be construed to be a boundary survey of the property shown.

Edwin S. Godsey
N.C. Professional Land Surveyor L-3470

CITY OF HICKORY
CATAWBA COUNTY, NORTH CAROLINA
UTILITY EASEMENT ACQUISITION EXHIBIT FOR:

CITY OF HICKORY

SURVEY DATE(S):	2-16
PLAT DATE:	3-16
DRAWING SCALE:	1"=30'



137 CROSS CENTER RD #253 OFFICE 704-483-3201
DENVER, NC 28037 FAX 704-483-3202

NC FIRM LICENSE# F-1329

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COUNCIL AGENDA MEMOS

Exhibit VIII.F.

To: City Manager's Office
From: Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities
Contact Person: Kevin B. Greer, PE
Date: October 4, 2016
Re: Central Business District Infrastructure Project Utility Easement

REQUEST

Staff requests Council acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage easements for the property of Hickory Springs Manufacturing Company described as PIN: 3703-19-50-2154 for installation of utilities infrastructure.

BACKGROUND

The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 Million.

ANALYSIS

The easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement.

RECOMMENDATION

Staff recommends Council acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage easements for the property of Hickory Springs Manufacturing Company described as PIN: 3703-19-50-2154 for installation of utilities infrastructure.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen
Initiating Department Head

9/20/2016
Date

Annita M Dula
Deputy City Attorney, A. Dula

9-24-16
Date

Rodney Miller
Asst. City Manager, Rodney Miller

9-23-16
Date

A. Surratt
Asst. City Manager, A. Surratt

9/23/16
Date

Melissa Miller
Finance Officer, Melissa Miller

9-26-16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

9-26-16
Date

Date

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

A. Surratt
Interim City Manager, A. Surratt

9/29/16
Date

DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory
P.O. Box 398, Hickory, NC 28603

STATE OF NORTH CAROLINA

**DEED OF EASEMENT
(Utility Easement)**

COUNTY OF CATAWBA

THIS DEED OF EASEMENT, made this 12th day of September, 2016, by and between **HICKORY SPRINGS MANUFACTURING COMPANY**, having a mailing address of **Post Office Box 128, Hickory, NC 28603** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantors own a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 2173 at Page 243 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain,

**HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT**

-- 1 --

sell and convey unto the said Grantee, its successors and assigns, a temporary construction easement and a perpetual right and easement for City owned public utility infrastructure which may include water, sanitary sewer and storm drainage easements over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, as depicted on the attached map and more particularly described as follows, to-wit:

Being all of that area as shown on the attached Exhibit "A" entitled "Utility Easement Acquisition for City of Hickory", Prepared by Edwin S. Godsey, Professional Land Surveyor L-3470, dated February 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 2173 at Page 243 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3703-19-50-2154.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of storm drainage, erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of storm drainage, constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises, provided the sewer line is protected in the manner required by the City Engineer.

**HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT**

-- 2 --

As used herein, the term "drainage" shall connote the flow of normal and excess rainwater across the easement premises and shall be deemed to permit the installation of drainage piping and other equipment and structures necessary for proper drainage.

The Grantor retains the right to use and cultivate said land along and upon said right-of-way.

Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance or repair to the sewer line.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

 (SEAL)
**HICKORY SPRINGS MANUFACTURING
COMPANY**
**President of Hickory Springs Manufacturing
Company**

**HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT
-- 3 --**

STATE OF NORTH CAROLINA
COUNTY OF Lincoln

I, Laurie A. Watson, a Notary Public of Lincoln County,
North Carolina, do hereby certify that James S. Bush,
President of Hickory Springs Manufacturing Company personally appeared before me
this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 12th day of September, 2016.

Laurie A. Watson
Notary Public

(SEAL)

My Commission Expires: 9/2/2018

HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT

ACCEPTANCE

Accepted by the Hickory City Council for and on behalf of the City of Hickory, North Carolina, this ____ day of _____, 2016.

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

ATTEST:

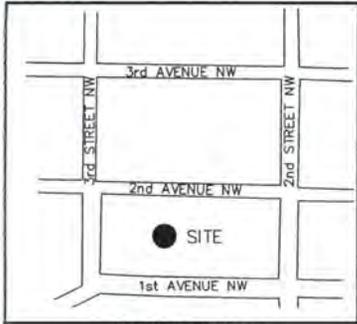
(SEAL)

Andrea Surratt, Interim City Manager

Debbie D. Miller, City Clerk

Approved as to form on behalf of the City of Hickory this ____ day of _____, 2016.

Arnita M. Dula, Deputy City Attorney



- LEGEND**
- PERM. SANITARY SEWER ESMT.
 - PERM. STORM DRAINAGE ESMT.
 - PERM. SANITARY SEWER/ STORM DRAINAGE ESMT. (OVERLAP)
 - TEMP. CONST. EASEMENT
 - EIP -EXISTING IRON PIN
 - CP -COMPUTED POINT
 - PKS -P-K NAIL SET

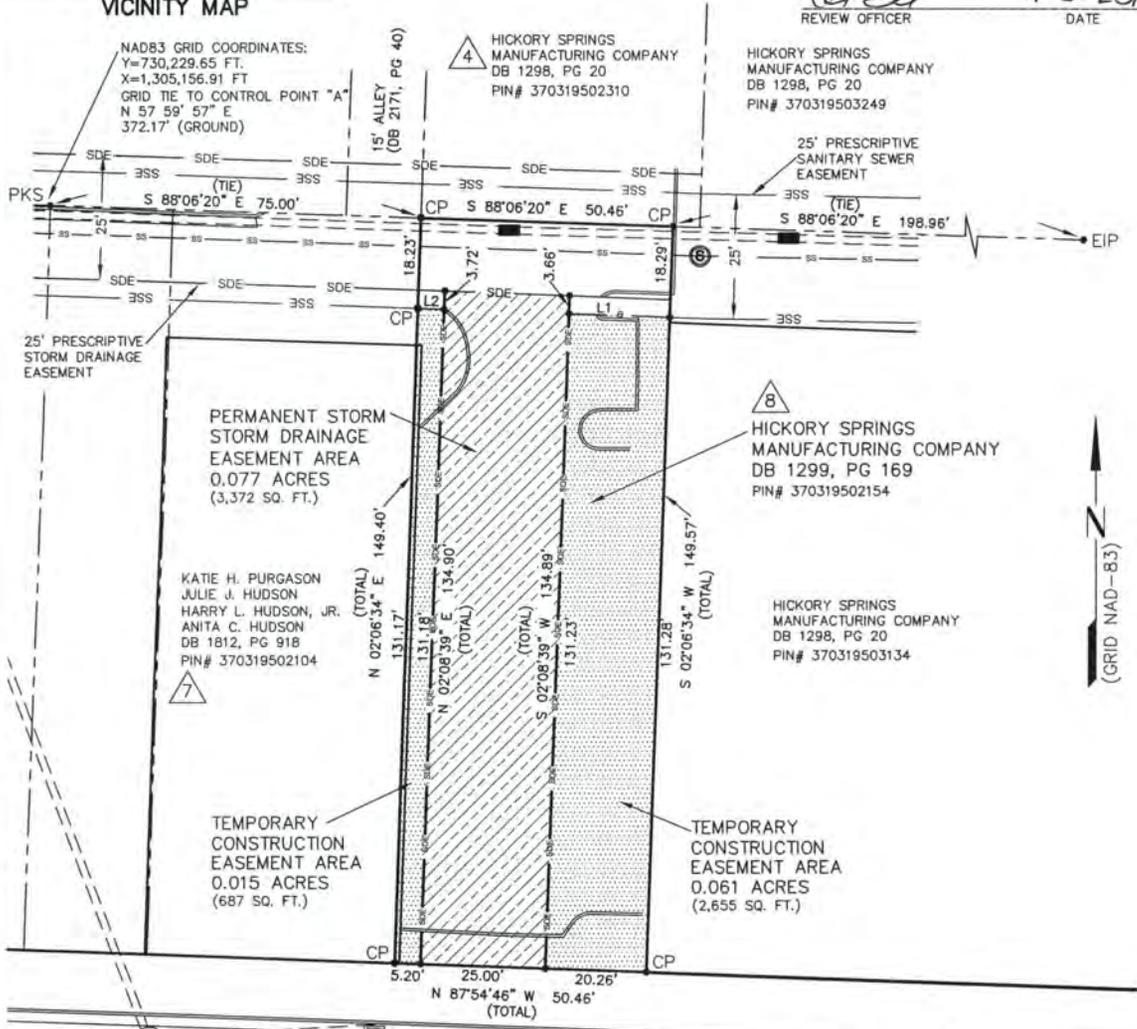
GPS CONTROL POINT "A"
60d NAIL
NAD83 COORDINATES:
Y=730,426.84 FT.
X=1,305,472.48 FT.

THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE PRODUCED WITH STATIC GPS OBSERVATIONS AND PROCESSED WITH ONLINE POSITIONING USER SERVICE (OPUS). THE NETWORK POSITIONAL ACCURACY OF THE OPUS DERIVED POSITIONAL INFORMATION IS 0.04 FT. THE FOLLOWING CORS WERE USED BY OPUS: PID, DM3523-NCHI HICKORY & PID, DE8425-GAST GASTON. HORIZONTAL POSITIONS ARE REFERENCED TO NAD83(2011). COMBINED FACTOR: 0.99985830.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 88°02'19" E	20.18'
L2	S 88°02'19" E	5.28'

Cal Overby
REVIEW OFFICER OF CATAWBA COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING
DATE: 4-5-2016

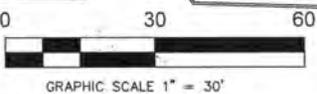


KATIE H. PURGASON
JULIE J. HUDSON
HARRY L. HUDSON, JR.
ANITA C. HUDSON
DB 1812, PG 918
PIN# 370319502104

HICKORY SPRINGS
MANUFACTURING COMPANY
DB 1298, PG 20
PIN# 370319503134

HICKORY SPRINGS
MANUFACTURING COMPANY
DB 1299, PG 169
PIN# 370319502154

1st AVENUE NW



PREPARED BY:
LANDTEC
137 CROSS CENTER RD #253
DENVER, NC 28037
704-483-3201

This map was prepared from an actual field survey performed by LANDTEC for the purpose of easement acquisition only, and is not to be construed to be a boundary survey of the property shown.

Edwin S. Godsey
N.C. Professional Land Surveyor L-3470

CITY OF HICKORY
CATAWBA COUNTY, NORTH CAROLINA
UTILITY EASEMENT ACQUISITION EXHIBIT FOR:
CITY OF HICKORY

SURVEY DATE(S):	2-16
PLAT DATE:	3-16
DRAWING SCALE:	1"=30'



NC FIRM LICENSE# F-1329

8

COUNCIL AGENDA MEMOS

Exhibit VIII.G.

To: City Manager's Office
From: Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities
Contact Person: Kevin B. Greer, PE
Date: October 4, 2016
Re: Central Business District Infrastructure Project Utility Easement

REQUEST

Staff requests Council acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage easements for the property of Hickory Springs Manufacturing Company described as PIN: 3703-19-50-2310 for installation of utilities infrastructure.

BACKGROUND

The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 Million.

ANALYSIS

The easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement.

RECOMMENDATION

Staff recommends Council acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage easements for the property of Hickory Springs Manufacturing Company described as PIN: 3703-19-50-2310 for installation of utilities infrastructure.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen AK 9/20/2016
Initiating Department Head Date

Aunta M. Dula 9-24-16
Deputy City Attorney, A. Dula Date

Rodney Miller 9-23-16
Asst. City Manager, Rodney Miller Date

A. Surratt 9/23/16
Asst. City Manager, A. Surratt Date

Melissa Miller 9-26-16
Finance Officer, Melissa Miller Date

Bo Weichel 9-26-16
Purchasing Manager, Bo Weichel Date

Date

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

A. Surratt
Interim City Manager, A. Surratt
9/29/16
Date

DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory
P.O. Box 398, Hickory, NC 28603

STATE OF NORTH CAROLINA

**DEED OF EASEMENT
(Utility Easement)**

COUNTY OF CATAWBA

THIS DEED OF EASEMENT, made this 12th day of September 2016, by and between **HICKORY SPRINGS MANUFACTURING COMPANY**, having a mailing address of **Post Office Box 128, Hickory, NC 28603** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantors own a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 1298 at Page 20 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain,

**HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT**

-- 1 --

sell and convey unto the said Grantee, its successors and assigns, a temporary construction easement and a perpetual right and easement for City owned public utility infrastructure which may include water, sanitary sewer and storm drainage easements over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, as depicted on the attached map and more particularly described as follows, to-wit:

Being all of that area as shown on the attached Exhibit "A" entitled "Utility Easement Acquisition for City of Hickory", Prepared by Edwin S. Godsey, Professional Land Surveyor L-3470, dated February 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 1298 at Page 20 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3703-19-50-2310.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of storm drainage, erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of storm drainage, constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises, provided the sewer line is protected in the manner required by the City Engineer.

**HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT**

-- 2 --

As used herein, the term "drainage" shall connote the flow of normal and excess rainwater across the easement premises and shall be deemed to permit the installation of drainage piping and other equipment and structures necessary for proper drainage.

The Grantor retains the right to use and cultivate said land along and upon said right-of-way.

Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance or repair to the sewer line.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

 (SEAL)
**HICKORY SPRINGS MANUFACTURING
COMPANY**
**President of Hickory Springs Manufacturing
Company**

**HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT**

STATE OF NORTH CAROLINA
COUNTY OF Lincoln

I, Laurie A. Watson, a Notary Public of Lincoln County,
North Carolina, do hereby certify that James J. Bush,
President of Hickory Springs Manufacturing Company personally appeared before me
this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 12th day of September, 2016.

Laurie A. Watson
Notary Public

(SEAL)

My Commission Expires: 9/7/2018

HICKORY SPRINGS MANUFACTURING COMPANY
TO CITY OF HICKORY
DEED OF EASEMENT

ACCEPTANCE

Accepted by the Hickory City Council for and on behalf of the City of Hickory, North Carolina, this ____ day of _____, 2016.

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

ATTEST:

(SEAL)

Andrea Surratt, Interim City Manager

Debbie D. Miller, City Clerk

Approved as to form on behalf of the City of Hickory this ____ day of _____, 2016.

Arnita M. Dula, Deputy City Attorney

**ALPHA OFFICE GROUP, LLC
TO CITY OF HICKORY
DEED OF EASEMENT**

-- 5 --

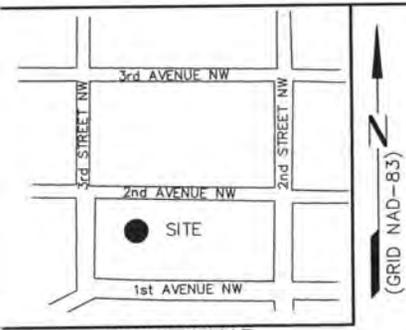
THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE PRODUCED WITH STATIC GPS OBSERVATIONS AND PROCESSED WITH ONLINE POSITIONING USER SERVICE (OPUS). THE NETWORK POSITIONAL ACCURACY OF THE OPUS DERIVED POSITIONAL INFORMATION IS 0.04 FT. THE FOLLOWING CORRS WERE USED BY OPUS: PID, DM3523-NCHI HICKORY & PID, DEB425-GAST GASTON. HORIZONTAL POSITIONS ARE REFERENCED TO NAD83(2011). COMBINED FACTOR: 0.99985830.

- LEGEND**
- PERM. SANITARY SEWER ESMT.
 - PERM. STORM DRAINAGE ESMT.
 - PERM. SANITARY SEWER/ STORM DRAINAGE ESMT. (OVERLAP)
 - TEMP. CONST. EASEMENT
 - EIP -EXISTING IRON PIN
 - CP -COMPUTED POINT

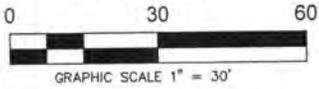
I, Cal Oweby, REVIEW OFFICER OF CATAWBA COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

GPS CONTROL POINT "A"
60d NAIL
NAD83 COORDINATES:
Y=730,426.84 FT.
X=1,305,472.48 FT.

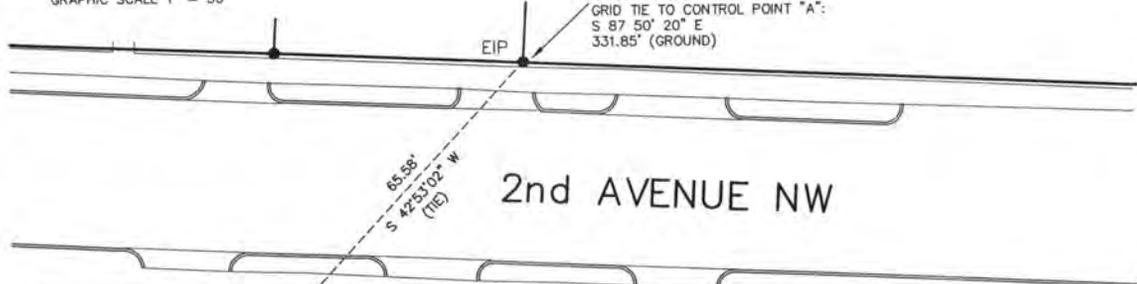
Cal Oweby REVIEW OFFICER
4-12-2016 DATE



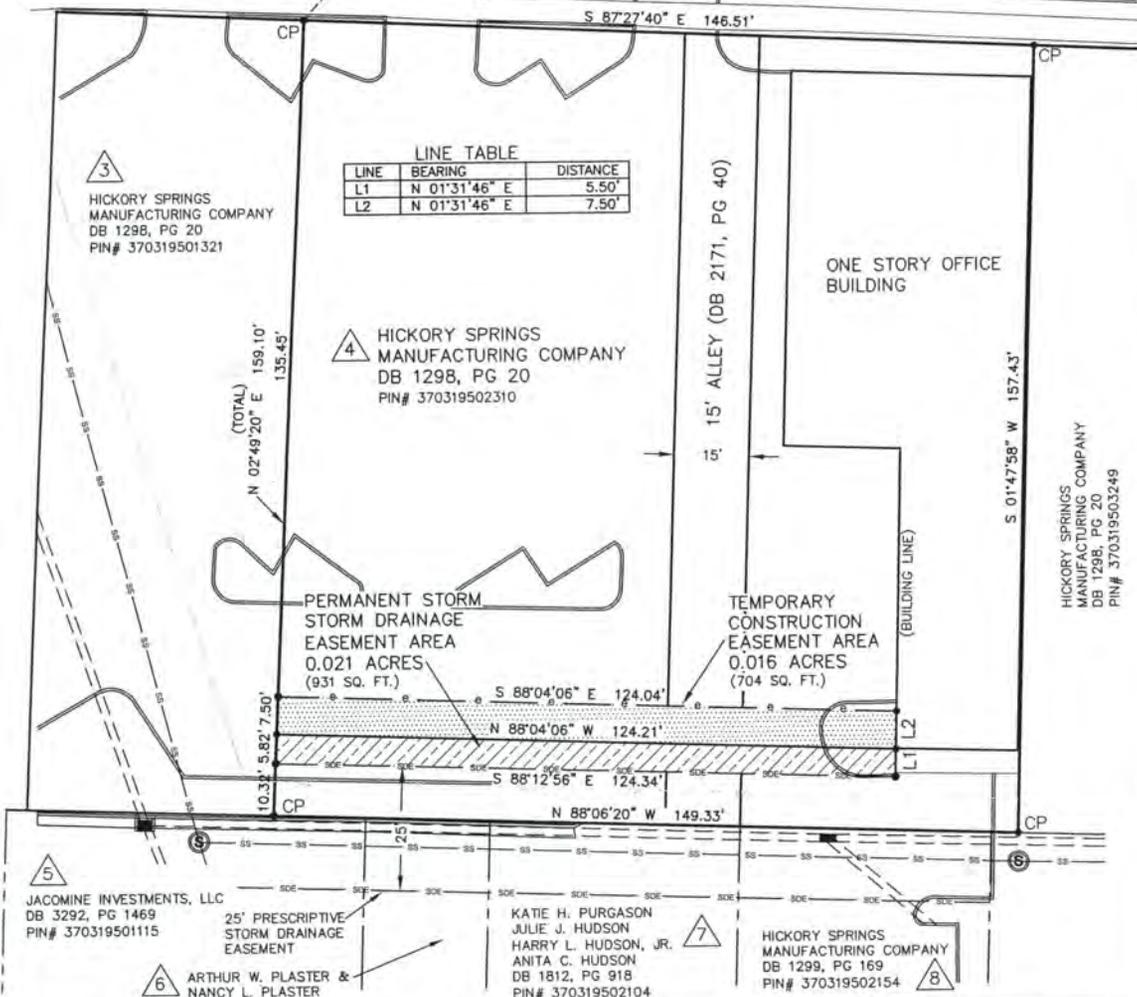
VICINITY MAP



NAD83 GRID COORDINATES:
Y=730,439.36 FT.
X=1,305,140.91 FT.
GRID TIE TO CONTROL POINT "A":
S 87°50'20" E
331.85' (GROUND)



2nd AVENUE NW



PREPARED BY:
LANDTEC
137 CROSS CENTER RD #253
DENVER, NC 28037
704-483-3201

This map was prepared from an actual field survey prepared by LANDTEC for the purpose of easement acquisition only, and is not to be construed to be a boundary survey of the property shown.

Edwin S. Godsey
N.C. Professional Land Surveyor L-3470

CITY OF HICKORY
CATAWBA COUNTY, NORTH CAROLINA
UTILITY EASEMENT ACQUISITION EXHIBIT FOR:
CITY OF HICKORY

SURVEY DATE(S):	2-16
PLAT DATE:	3-16
DRAWING SCALE:	1"=30'



137 CROSS CENTER RD #253 DENVER, NC 28037 OFFICE 704-483-3201 FAX 704-483-3202



Life. Well Crafted.

Office of the Mayor

Exhibit VIII.H.

City of Hickory
PO Box 398
Hickory, NC 28603
Phone: (828)323-7412
Fax: (828)323-7550
Email: rwright@hickorync.gov

PROCLAMATION

“Dyslexia Awareness Month”

- WHEREAS,** dyslexia is a language-based learning disability, that affects approximately one in five people, regardless of race, gender, age, or socioeconomic status; and
- WHEREAS,** neurological in origin, dyslexia affects the way the brain processes information, and is characterized by difficulties with reading, writing and spelling despite normal intelligence; and
- WHEREAS,** those with dyslexia benefit greatly from specialized assistance from highly trained teachers, multi-sensory learning programs and individualized instruction; and
- WHEREAS,** early identification, alternative instruction and extra support from friends, family and teachers can contribute to the success dyslexic students enjoy in the classroom, in life and, later on, in employment.

NOW, THEREFORE, I, Rudy Wright, Mayor of the City of Hickory, on behalf of Hickory City Council, do hereby proclaim October as:

“Dyslexia Awareness Month”

This the 4th day of October, 2016

Mayor Rudy Wright



City of Hickory
PO Box 398
Hickory, NC 28603
Phone: (828) 828-323-7412
Fax: (828)323-7550
Email: rwright@hickorync.gov

Office of the Mayor

PROCLAMATION CONSTITUTION WEEK 2016

WHEREAS, September 17, 2016 marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, BE IT RESOLVED I, Rudy Wright, Mayor of the City of Hickory, on behalf of Hickory City Council, do hereby proclaim September 17 through 23, 2016 as

CONSTITUTION WEEK

In Hickory, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

This the 20th day of September, 2016.

A handwritten signature in black ink, appearing to read "Rudy Wright", is written over a faint, larger version of the same signature.

Mayor Rudy Wright

To: City Manager's Office
From: Kevin B. Greer, PE, Assistant Public Services Director - Public Utilities
Contact Person: Kevin B. Greer, PE
Date: October 4, 2016
Re: Water Treatment Facility Clear Well Exterior Renovation (COH-PUD 17-009)

REQUEST

Staff requests Council acceptance and award of bid for Exterior Clear Well Renovations including repairs and coating at the Water Treatment Facility to General Services, Inc. of Hickory, NC in the amount of \$78,300.00.

BACKGROUND

The Water Treatment Facility was last upgraded in 1993 with major components being constructed and the capacity being expanded to 32 Million Gallons per Day. As a component of this upgrade and expansion the City added a 4-Million Gallon, a 2-Million Gallon and renovated a 1-Million Gallon Clear Well. These tanks are concrete tanks and have required minimal maintenance other than cleaning. The existing exterior coatings have been in place for approximately 23 years and are starting to show significant signs of degradation. This project is identified as normal maintenance to improve aesthetic appearance of the Facility as well as protect the concrete structures.

This project is a budgeted item in the Public Utility- Water Treatment Facility Operational Budget for FY 16-17.

ANALYSIS

The Public Utility Division has budgeted \$100,000 for renovations to the exterior of the Clear Wells at the Water Treatment Facility to take place in FY 16-17. These renovations are a planned expense at the Water Treatment Facility to protect the concrete structures and improve the visual aesthetics of this site.

Staff developed specifications for the surface preparation and coatings to be applied to the Clear Wells. Four responses were received that would meet all conditions. They are as follows:

- | | |
|---|--------------|
| 1. General Services, Inc. | \$78,300.00 |
| 2. Southern Painting & Maintenance Specialist | \$130,500.00 |
| 3. Carolina Coating Solutions | \$138,867.00 |
| 4. Charlotte Paint Company, Inc. | NO BID |

Staff developed specifications around a pair of Sherman Williams products that will provide long life and effective coatings for protection of structures. Staff has evaluated the submittal packages and recommends award of the project to General Services, Inc as the properly licensed and insured responsible low bidder.

This project is budgeted for in the Public Utilities - Water Treatment Facility approved FY 16-17 Operational Budget.

RECOMMENDATION

Staff recommends Council acceptance and award of bid for Exterior Clear Well Renovations including repairs and coating at the Water Treatment Facility to General Services, Inc. of Hickory, NC in the amount of \$78,300.00.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

030-8024-544.15-01

Reviewed by:

<u>Chuck Hansen</u> Initiating Department Head	<u>9/21/2016</u> Date	<u>Amanda M. Dula</u> Deputy City Attorney, A. Dula	<u>9-24-16</u> Date
<u>Rodney Miller</u> Asst. City Manager, Rodney Miller	<u>9-23-16</u> Date	<u>A. Surratt</u> Asst. City Manager, A. Surratt	<u>9/23/16</u> Date
<u>Melissa Miller</u> Finance Officer, Melissa Miller	<u>9-26-16</u> Date	<u>Bo Weichel</u> Purchasing Manager, Bo Weichel	<u>9-26-16</u> Date
_____	_____		
	Date		

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

A. Surratt
Interim City Manager, A. Surratt

9/29/16
Date



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

COH-PUD Clear-well Exterior Renovations at Water Treatment Facility Project 17-009

SUBMIT SEALED BIDS TO: City of Hickory, Public Utilities 1441 9th Ave NE, Zip 28601 PO Box 398 Hickory NC 28603	DIRECT INQUIRIES TO: Kevin B. Greer, PE Phone (828) 323-7427
--	---

Bid must be submitted before Tuesday September 20, 2016 at 11:00 AM

Vendor Name: <i>General Service Inc</i>	Point of Contact: <i>Rusty Dellinger</i> <i>(828)312-6908</i>
Mailing Address: <i>PO Box 11337</i>	
City: <i>Hickory</i>	State: <i>NC</i>
Zip: <i>28603</i>	
Area Code and Phone Number: <i>828 256 8701</i>	Email Address: <i>generalservice@embarqmail.com</i>
Federal Employer Identification Number or Social Security Number: <i>20-2186349</i>	

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF NC COUNTY OF Catawba, of lawful age, being first duly sworn, on oath says that:

- Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent, Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
- Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids;
- Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party:
 - to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract;
 - in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Hickory any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.
- Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Hickory, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including, but not limited to, all costs and attorney fees incurred, in addition to any other remedies available by law.

Russell Dellinger
SIGNATURE OF AUTHORIZED AGENT

FIRM: General Service Inc

Russell Dellinger Pres
PRINT/TITLE NAME/TITLE

ADDRESS: PO Box 11337 Hickory, NC 28603
(City, State, Zip)

Subscribed & sworn before me this 19 day of Sept, 2016

PHONE: 828 256 8701

Stacy Dellinger
Notary Public

My Commission Expires: 1-30-20



Project Title:

Bid Number:

COH-PUD Clear-well Exterior Renovations at Water Treatment Facility Project 17-009

IMPORTANT INFORMATION AND INSTRUCTIONS

DOCUMENTS WITHIN THIS AGREEMENT: The pages of this agreement consist of:

- a. Invitation and Bidder Information
- b. Important Information and Instructions
- c. General Conditions
- d. Special Conditions
- e. Specifications/Description of Work to be Performed
- f. Bid Form, Bonding Requirements

1. IMPORTANT DATES

Tuesday September 20, 2016 at 11:00am – Bids Due

2. SUBMIT ALL PAGES

All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document and supplemental pages with completed information.

3. BIDDER SHALL WRITE ON THE OUTSIDE OF SUBMITTAL ENVELOPE:

- ~~a.~~ The name of the General Contractor
- ~~b.~~ The Project Title and Project Number
- ~~c.~~ Date of bid opening

4. BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT

5. LIQUIDATED DAMAGES

As discussed in further detail under General Conditions Item 40, in the event the Contractor fails to substantially complete construction required under this agreement in the time allotted, Contractor shall reimburse the City for liquidated damages.

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GENERAL CONDITIONS

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

1. **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the City of Hickory and may be examined during normal business hours, or may be found on the City's website (See Exhibit 'A' for further instruction).
2. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
3. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.
5. **BID OPENING:** Bid opening, if applicable, occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, email, or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone or facsimile. Bid tabulations will be provided by email at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the North Carolina Open Records Act.
6. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.
7. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more vendors.

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3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the City and appropriate documents executed. The City of Hickory reserves the right to add or delete any item from this contract when deemed to be in the best interests of the City.
8. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the City of Hickory and is fully executed by both parties.
9. **WAIVER:** The City of Hickory reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the City.
10. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notify the City in writing of any deviation from the specifications within 7 calendar days may cause the agreement to be rejected and/or terminated without further compensation at the discretion of the City.
11. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.
12. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
13. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder/Vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The Bidder/Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.
14. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with Bidder/Vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**
15. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Vendor, both on samples and delivered products.
16. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in

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supplier's name being removed from the City of Hickory Purchasing Bidder/Vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.

17. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
18. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
 - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
 - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
19. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
20. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
21. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the City shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The City may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.
22. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.
23. **LIABILITY:** The Bidder/Vendor shall hold and save the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims

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by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.

24. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to the City of Hickory, and shall not at any time be or represent itself as an agent or employee of the City of Hickory.
25. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Hickory, North Carolina at the indicated department's address and include packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
26. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/Vendors are to accept only those purchase orders issued by the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Finance Department forms, unless instructed otherwise in the Invitation to Bid or executed Contract Agreement.
27. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Hickory, its departments, boards, commissions, agencies, institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
28. **SUMMARY OF TOTAL SALES:** The Bidder/Vendor agrees to furnish the City of Hickory Purchasing Division a summary of sales, including total dollar amount made under the contract at the end of each quarter; or as stipulated in the attached special conditions.
29. **PAYMENT:**
- a. **INVOICING:** The Bidder/Vendor shall be paid within a reasonable time, not to exceed 45 calendar days, after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Bidder/Vendor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown at the unit price stated in the bid.
 - c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

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- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
30. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
31. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Hickory's Ethics and Conflict of Interest Policy. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the City of Hickory or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches..
32. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Hickory. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
33. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the City of Hickory for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
34. **FACILITIES AND EQUIPMENT:** The City reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
35. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the City shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the City under this contract to the time of such termination.
36. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of the City.
37. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the City. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.
38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City showing the City as an additional insured thereunder without cost to the City of Hickory prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being: *City of Hickory, PO Box 398, Hickory NC 28603.*
- a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of

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- one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
- b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
- c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the City against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.
39. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the City Council's acceptance.
40. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the City the sum of **\$200.00** per day, not as a penalty, but as compensation to the City for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.
41. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. This amount will be retained by the City as damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned

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- to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the City. The Bidder/Vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the Bidder/Vendor.
43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
45. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).
- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.

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- b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
- c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
- d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.
- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
- c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

Project Title:

Bid Number:

COH-PUD Clear-well Exterior Renovations at Water Treatment Facility Project 17-009

- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
47. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
48. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
49. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
50. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
51. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
52. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
53. **SEVERABILITY:** If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.
54. **PARTIAL PAYMENTS:** Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the Engineer for the value of the work performed and materials complete in place in accordance with the Contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.

Project Title:

Bid Number:

COH-PUD Clear-well Exterior Renovations at Water Treatment Facility Project 17-009

From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

The Contractor shall not receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. CONTRACTOR shall submit partial payment request for work completed by the 25th of the month. OWNER will make payment to the Contractor on or about the 25th of the following month.

55. **PAYMENT FOR MATERIALS ON HAND (IF APPLICABLE UNDER THE CONTRACT):** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, specifications, and are delivered to sites acceptable to the ENGINEER. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the ENGINEER at or on an approved site.
- b. The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

The transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of the responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this contract.

Project Title:

Bid Number:

COH-PUD Clear-well Exterior Renovations at Water Treatment Facility Project 17-009

SPECIAL CONDITIONS

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. All construction and materials shall conform to the City of Hickory's Manual of Practice which includes the standard specifications and details.
3. **GUARANTEE:** Unless otherwise specified by the City the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the City. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs or replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the City. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE:** All bidders must have proper license governing services provided.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify compliance statement is required to enter any contract with the City of Hickory.
6. **IRAN DIVESTMENT ACT CERTIFICATION:** By executing this bid/contract, Bidder certifies they are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Bidder shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated at least every 180 days.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Project Title:

Bid Number:

COH-PUD Clear-well Exterior Renovations at Water Treatment Facility Project 17-009

SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED

The bidder agrees that if this bid is accepted, to furnish all necessary management, supervision, equipment, tools, means of transportation, safety and labor necessary to complete the contract in full and in complete accordance with the specifications and instructions, to the full and entire satisfaction of the City and the manufacturer representative, at the prices and amounts shown.

NOTICE TO PROCEED

Bidder agrees to complete work on this project within one hundred and twenty (120) days of Notice to Proceed and to complete this project as specified.

SCOPE

This project shall consist of surface preparation, crack repair on areas to be coated, coating as specified, and clean-up as required, including disposal of all material removed as a component of this project in an approved method. Care shall be taken and clean-up shall be the responsibility of the bidder for any over spray, damage or disfigurement of adjacent surfaces occasioned during the completion of any part of this project.

Contractor shall be responsible for visiting the site and becoming familiar with the worksite. Site visits shall be coordinated with Andrew Foy, Water Treatment Superintendent at 828-323-7530 or afoy@hickorync.gov. Address is 1560 Old Lenoir Rd, Hickory, NC.

SEE ATTACHED SPECIFICATIONS FOR PROJECT DESCRIPTION.

- 4-MG Dome Clear-Well Sides shall receive 2 coats of Loxon XP as specified by the manufacturer with each coat being a consistent 14-18 mils with a total dry film thickness of 12-16 mils. Contractor shall provide verified test for mil thickness of each coat and final as required by Owners Representative.
- 4-MG Dome Clear-Well Top shall receive Henry Pro-Grade 988 Silicone Roof Coating system as specified by manufacturer for existing conditions. Cracking shall be repaired prior to coating with Pro-Grade 920 sealant. **Alternate to be bid is for 2 coats of Uniflex Premium Elastomeric Roof Coating.**
- 1-MG Rectangular Clear-Well Sides shall receive 2 coats of Loxon XP as specified by the manufacturer with each coat being a consistent 14-18 mils with a total dry film thickness of 12-16 mils. Contractor shall provide verified test for mil thickness of each coat and final as required by Owners Representative.
- 1-MG Rectangular Clear-Well Top shall receive Henry Pro-Grade 988 Silicone Roof Coating system as specified by manufacturer for existing conditions. Cracking shall be repaired prior to coating with Pro-Grade 920 sealant. **Alternate to be bid is for 2 coats of Uniflex Premium Elastomeric Roof Coating.**
- 2-MG Rectangular Clear-Well Sides shall receive 2 coats of Loxon XP as specified by the manufacturer with each coat being a consistent 14-18 mils with a total dry film thickness of 12-16 mils. Contractor shall provide verified test for mil thickness of each coat and final as required by Owners Representative.

Extreme care shall be taken by bidders to ensure that the surface of each tank is properly prepared to receive the coatings specified. Failure to meet the surface preparation requirements of product manufacturer shall void coating and bidder will be required to re-work affected areas and ensure consistent blended surface appearance.

Specified coating system is as attached by Sherwin Williams. Alternate systems shall be submitted for review by the City Public Utilities Department prior to approval.

All materials and workmanship shall be the selected systems manufacturer's recommendations and specifications.

Project Title:

Bid Number:

COH-PUD Clear-well Exterior Renovations at Water Treatment Facility Project 17-009

BID FORM & GENERAL CONTRACT

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s) is, are, named herein, and that no other person has any interest in this proposal, or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he has informed himself fully about all conditions regarding this bid, that the **BIDDER HAS EXAMINED DESCRIPTION OF WORK, SPECIFICATIONS AND ALL RELATED DOCUMENTS** for the above mentioned Project and that he has satisfied himself about performance required by this bid.

The Bidder warrants that bid prices, terms and conditions quoted in the bid will be firm for a period of sixty (60) days from opening date or other time as specified in this request. By submitting this bid, Contractor agrees to coordinate his schedule with the City of Hickory forces working on this project to the fullest extent possible.

The City of Hickory reserves the right to deduct items as deemed in the best interest of the City. The Bidder agrees to commence work under his contract on a date to be specified in a written order.

BONDING

- A. **BID BOND:** Not required for this project.
- B. **PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. **PAYMENT BOND:** Required in the full amount of the stated Bid amount.

The City reserves the right to reject any and all bids; and reject any bid items that fail to meet the needs of the City.

Contractor(s) shall submit a certified Sales Tax Report along with each request for payment. This document can be downloaded from the City's website on the Purchasing Dept. webpage.

Bidders should have no contact with elected or appointed officials regarding this bid during the bid process. Any such contact will subject the bidder to immediate disqualification.

The following bid amount includes all specifications and addendums.

Acknowledge Addendums # 0 Date 9/20/16

BIDDER AGREES TO COMPLETE WORK ON THIS PROJECT WITHIN 120 DAYS OF NOTICE TO PROCEED AND TO COMPLETE THIS PROJECT AS SPECIFIED FOR THE SUM OF:

4-MG Complete:
 \$ 37,400⁰⁰ Written Thirty Seven Thousand Four Hundred and ^{no}/₁₀₀

1-MG Complete:
 \$ 11,400⁰⁰ Written Eleven Thousand Four Hundred and ^{no}/₁₀₀

2-MG Complete:
 \$ 29,500⁰⁰ Written Twenty Nine Thousand Five Hundred and ^{no}/₁₀₀

Owner may opt to award individual projects as bid above depending on budget. Low bid will be calculated based on total bid of 3 projects complete.



Exhibit VIII.J.
CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

COH-PUD Clear-well Exterior Renovations at Water Treatment Facility Project 17-009

Acceptance and entry into this Agreement by and on behalf of the City of Hickory is made this _____ day of _____, 20__.

CITY OF HICKORY,
A North Carolina Municipal Corporation

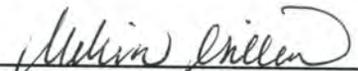
(SEAL)

Andrea Surratt, Interim City Manager

Attest:

Debbie D. Miller, City Clerk

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



Melissa Miller, Finance Officer

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

Arnita M. Dula, Staff Attorney



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TPM
 Exhibit VIII.J
 DATE (MM/DD/YYYY)
 09/15/2016

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).

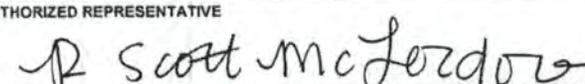
PRODUCER Tri-County Ins. Agency, Inc. P.O. Box 2567 Hickory, NC 28603	CONTACT NAME: Taylor Powell/Scott McLendon	
	PHONE (A/C, No., Ext): 828-322-4010 FAX (A/C, No.): 828-322-3643 E-MAIL ADDRESS: taylor@tricountyinsurance.net PRODUCER CUSTOMER ID #: GENER-2	
INSURED General Service Inc Po Box 11337 Hickory, NC 28603	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Auto Owners	18988
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			35106318	08/06/2016	08/06/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35106318	08/06/2015	08/06/2016	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4810631800	08/06/2016	08/06/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC35042250	07/01/2016	07/01/2017	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	<input type="checkbox"/> rented/ leased equ			WC35042250	07/01/2015	07/01/2016	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A				35106318	08/06/2016	08/06/2017	Contents \$ 86,570
				35106318	08/06/2015	08/06/2016	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Hickory Purchasing Division is listed as additional insured.
 Project: COH-PUD Clear-Well Exterior Renovations at Water Treatment Facility.

CERTIFICATE HOLDER City of Hickory Purchasing Division PO 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 
--	--

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Planning and Development Services, Cal Overby, Principal Planner

Contact Person: Cal Overby, Principal Planner

Date: September 22, 2016

Re: Offer of Public Dedication of Public Street Right-of-Way – 42nd Avenue Drive NW

REQUEST

Consideration of the acceptance of the offer of public dedication of street right-of-way, being 1.1 acres of land area, known as 42nd Avenue Drive NW, as shown on Plat Book 46, Pages 90, 91, and 92 of the Catawba County Registry.

BACKGROUND

In 1998, the developers of The Landing at Moore's Ferry Phase VII made an offer of public dedication for the street rights-of-way within the development. The City accepted the offer of dedication for the streets, but was unable to accept 42nd Avenue Drive NW, as at the time this street was not inside the corporate boundaries of the City of Hickory. Since this time the street right-of-way for 42nd Avenue Drive NW has been annexed. In order to provide for public maintenance of this street, the offer of public dedication originally offered must be accepted by the City of Hickory.

ANALYSIS

The City has been presented with an offer of dedication for street right-of-way as shown on a plat recorded at Plat Book 46, Pages 90, 91, and 92 of the Catawba County Registry. The area consists of the right-of-way for 42nd Avenue Drive NW. The street was constructed by the developer as part of The Landing at Moore's Ferry Phase VII residential development. The street has recently been repaired and resurfaced as instructed by the City of Hickory, and been found to meet the minimum design requirements necessary for public maintenance.

Public use and maintenance of street right-of-way cannot occur unless City Council formally accepts the offer of public dedication by means of a duly executed resolution. This requirement is outlined in the North Carolina General Statutes, as well as the City's Land Development Code.

RECOMMENDATION

Staff recommends City Council approve the resolution accepting the offer of dedication for 42nd Avenue Drive NW, as shown on Plat Book 46, Pages 90, 91, and 92 of the Catawba County Registry.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier 9/22/16
Initiating Department Head Date

Rodney Miller 9-23-16
Asst. City Manager Rodney Miller Date

Melissa Miller 9-26-16
Finance Officer, Melissa Miller Date

Date

Aunt M. Dula 9-24-16
Deputy City Attorney, A. Dula Date

A. Surratt 9/23/16
Asst. City Manager, A. Surratt Date

Bo Weichel 9-26-16
Purchasing Manager, Bo Weichel Date

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

A. Surratt
Interim City Manager, A. Surratt

9/29/16
Date



Exhibit VIII.K



**42nd Avenue Drive NW
Street Right-of-Way Acceptance**

Acceptance Area



HICKORY
North Carolina
Life. Well Crafted.

LINE TABLE

* BEARING	DIST.
L1 S 57° 33' 04" W	40.08'
L2 S 66° 16' 48" W	56.84'
L3 S 66° 04' 00" W	3.88'
L4 S 66° 04' 00" W	10.72'
L19 S 66° 04' 00" W	10.00'



FILED FOR REGISTRATION AT CATAWBA COUNTY, THIS THE 24 DAY OF November, 1998 AND RECORDED IN PLAT BOOK 446 PAGE 90 TIME: 9:29 AM

Ruth M. Bull
REGISTER OF DEEDS

WHOEVER CERTIFY THESE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREIN WHICH PROPERTY IS LOCATED WITHIN THE SUBDIVISION HEREBY FREELY ADMIT THIS PLAN OF SUBDIVISION AND DENIES TO HAVE ANY OTHER INTEREST IN THE PROPERTY DESCRIBED HEREIN. THIS PLAN OF SUBDIVISION IS FILED AS A PUBLIC RECORD IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC USE AUTHORITY ACT, CHAPTER 160A, SECTION 160A-10.1, AND THE PUBLIC USE AUTHORITY ACT, CHAPTER 160A, SECTION 160A-10.2. THIS PLAN OF SUBDIVISION IS FILED AS A PUBLIC RECORD IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC USE AUTHORITY ACT, CHAPTER 160A, SECTION 160A-10.1, AND THE PUBLIC USE AUTHORITY ACT, CHAPTER 160A, SECTION 160A-10.2. THIS PLAN OF SUBDIVISION IS FILED AS A PUBLIC RECORD IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC USE AUTHORITY ACT, CHAPTER 160A, SECTION 160A-10.1, AND THE PUBLIC USE AUTHORITY ACT, CHAPTER 160A, SECTION 160A-10.2.



SEE OWNERSHIP CERTIFICATE ON SHEET 3 OF 3

OWNER

OWNER

OWNER

LOT CURVE DATA

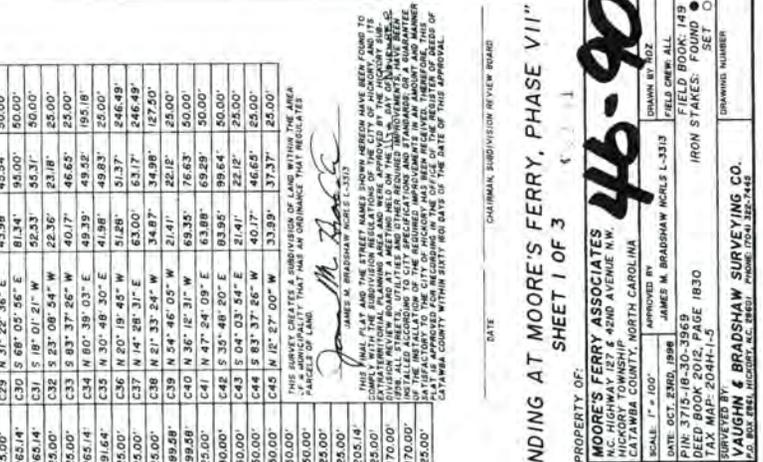
NO.	BEARING	CHORD	LENGTH	RADIUS
C1	N 07° 33' 55" E	42.31'	46.86'	30.00'
C2	S 72° 25' 51" W	39.56'	45.64'	25.00'
C3	S 26° 31' 40" W	59.08'	59.20'	265.14'
C4	S 40° 33' 40" W	70.44'	70.65'	265.14'
C5	S 06° 05' 51" W	33.52'	36.74'	25.00'
C6	N 74° 57' 58" W	31.44'	34.00'	25.00'
C7	N 65° 59' 36" W	92.48'	92.57'	191.64'
C8	N 69° 20' 31" W	35.36'	39.26'	25.00'
C9	S 27° 04' 00" W	35.36'	39.26'	25.00'
C10	N 68° 56' 00" E	50.72'	50.72'	25.00'
C11	N 28° 09' 05" E	65.79'	66.09'	89.89'
C12	N 00° 11' 37" W	65.79'	66.09'	89.89'
C13	N 17° 51' 33" E	60.72'	60.96'	25.00'
C14	N 00° 06' 06" E	22.36'	23.18'	25.00'
C15	N 89° 26' 08" E	48.54'	47.28'	30.00'
C16	N 11° 03' 45" W	26.50'	26.50'	50.12'
C17	N 34° 23' 13" E	50.12'	50.12'	26.50'
C18	S 89° 09' 29" E	44.42'	46.03'	30.00'
C19	S 35° 37' 02" E	45.65'	47.44'	30.00'
C20	S 35° 47' 26" W	69.64'	77.04'	50.00'
C21	S 57° 15' 05" W	22.36'	23.18'	25.00'
C22	N 57° 15' 05" W	30.88'	36.37'	205.14'
C23	S 65° 23' 33" E	36.37'	36.37'	205.14'
C24	N 16° 08' 43" W	20.59'	20.59'	31.66'
C25	N 40° 50' 26" W	58.28'	58.28'	170.00'
C26	N 16° 20' 08" W	76.02'	76.67'	170.00'
C27	N 29° 58' 54" W	22.36'	23.18'	25.00'

NOTE: LAKE CALLS FOLLOW 935.0' CONTOUR ELEVATION. NO IRONS WILL BE ESTABLISHED ON 935.0' CONTOUR. LINE IRONS WILL BE PLACED ON PROPERTY LINES. FLOOD LINE IS 945.0' CONTOUR ELEVATION.

LAKE HICKORY

#	BEARING	DIST.	EL.
L1	S 82° 37' 45" E	66.46'	935.0'
L2	S 66° 39' 46" E	36.49'	935.0'
L3	S 23° 23' 42" E	52.73'	935.0'
L4	S 26° 07' 03" E	70.71'	935.0'
L5	N 16° 37' 05" E	61.76'	935.0'
L6	N 22° 31' 30" W	41.09'	935.0'
L7	S 72° 15' 54" E	61.88'	935.0'
L8	N 10° 43' 20" W	72.74'	935.0'
L9	N 26° 19' 35" E	64.77'	935.0'
L10	N 34° 00' 42" E	71.84'	935.0'
L11	N 03° 39' 13" W	44.87'	935.0'
L12	N 20° 06' 57" W	60.82'	935.0'
L13	N 16° 30' 05" E	35.00'	935.0'
L14	N 16° 30' 05" E	67.40'	935.0'
L15	N 11° 37' 07" E	69.87'	935.0'

LAKE HICKORY



MOORE'S FERRY ASSOCIATES FUTURE DEVELOPMENT

HARRISON JAMES WILLIAMS, JR. DEED (1927-87)

SEE SHEET 2 OF 3

SEE SHEET 2 OF 3

SEE SHEET 2 OF 3

LOT CURVE DATA

NO.	BEARING	CHORD	LENGTH	RADIUS
C28	N 25° 37' 55" W	51.38'	51.38'	50.00'
C29	N 21° 22' 38" E	43.98'	45.54'	50.00'
C30	S 68° 05' 26" E	81.34'	95.00'	50.00'
C31	S 18° 01' 21" W	52.33'	55.31'	50.00'
C32	S 23° 08' 54" W	22.36'	23.18'	25.00'
C33	S 83° 37' 56" W	40.17'	46.65'	25.00'
C34	N 30° 39' 03" E	49.39'	49.52'	193.18'
C35	N 30° 48' 30" E	41.98'	49.83'	25.00'
C36	N 20° 18' 45" W	51.37'	246.49'	246.49'
C37	N 14° 26' 31" E	63.00'	63.00'	51.37'
C38	N 21° 33' 24" W	34.87'	34.88'	127.50'
C39	N 36° 12' 31" W	21.41'	22.12'	25.00'
C40	N 54° 46' 05" W	69.35'	76.63'	50.00'
C41	N 47° 24' 09" E	83.88'	69.29'	50.00'
C42	S 35° 48' 20" E	83.88'	99.64'	50.00'
C43	S 04° 03' 54" E	21.41'	22.12'	25.00'
C44	S 83° 37' 56" W	40.17'	46.65'	25.00'
C45	N 12° 27' 00" W	33.59'	37.37'	25.00'

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF THE CITY OF HICKORY, NORTH CAROLINA. THIS SURVEY IS SUBJECT TO ALL APPLICABLE ORDINANCES AND REGULATIONS OF THE CITY OF HICKORY, NORTH CAROLINA. THIS SURVEY IS SUBJECT TO ALL APPLICABLE ORDINANCES AND REGULATIONS OF THE CITY OF HICKORY, NORTH CAROLINA. THIS SURVEY IS SUBJECT TO ALL APPLICABLE ORDINANCES AND REGULATIONS OF THE CITY OF HICKORY, NORTH CAROLINA.



LAKE HICKORY

SEE OWNERSHIP CERTIFICATE ON SHEET 3 OF 3

OWNER

OWNER

OWNER

SEE SHEET 2 OF 3

PROPERTY OF: MOORE'S FERRY ASSOCIATES
N.C. HIGHWAY 127 & 42ND AVENUE N.W.
HICKORY TOWNSHIP
CATAWBA COUNTY, NORTH CAROLINA

DATE: OCT. 23RD, 1998
APPROVED BY: JAMES M. BRADSHAW, REGISTER OF DEEDS

DATE: _____
CHAIRMAN, SUBMISSION REVIEW BOARD

"THE LANDING AT MOORE'S FERRY, PHASE VII"
SHEET 1 OF 3

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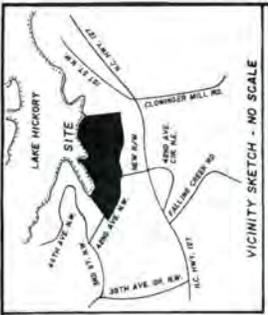
PROPERTY OF: MOORE'S FERRY ASSOCIATES
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HICKORY TOWNSHIP
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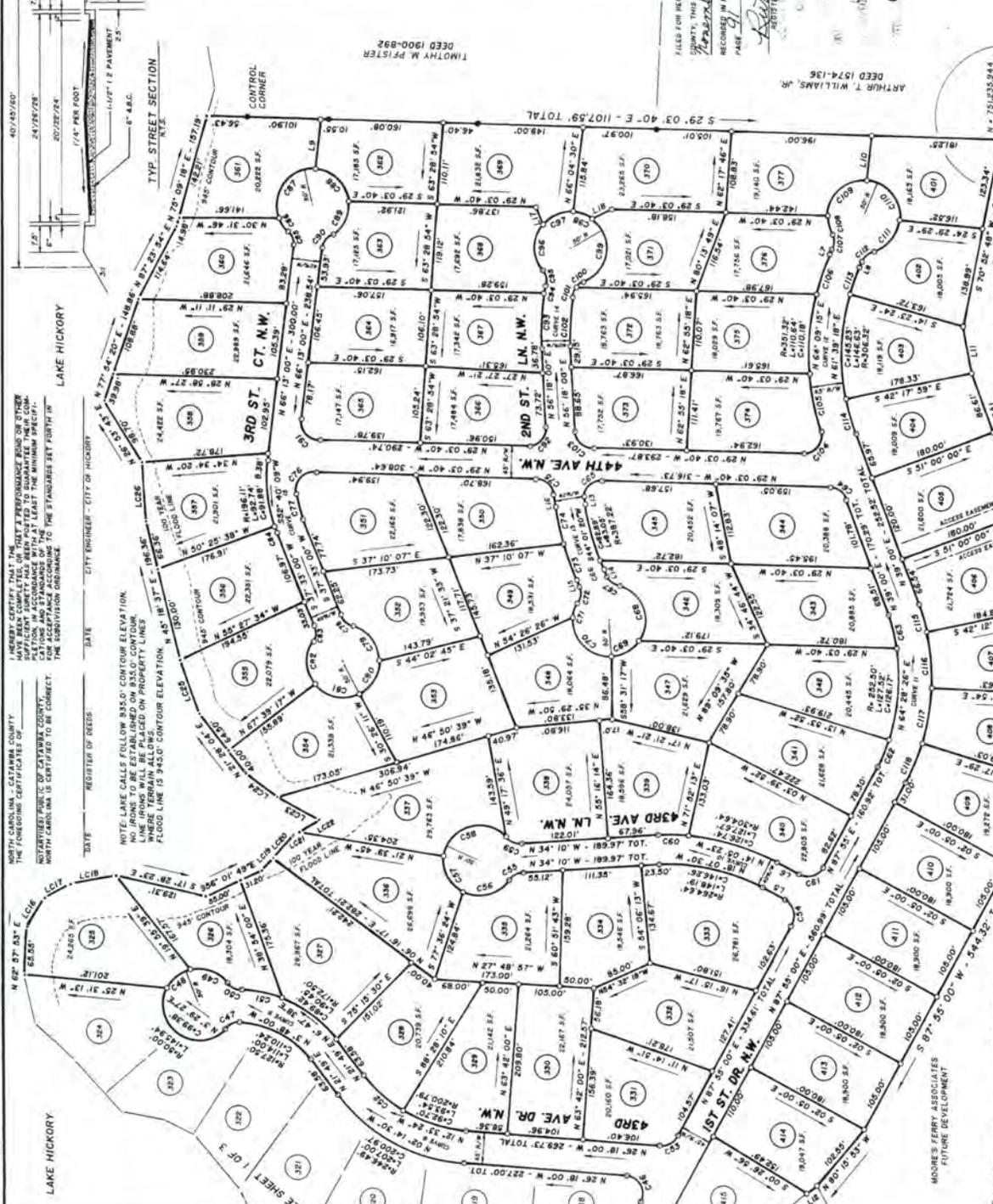


VICINITY SKETCH - NO SCALE

LOT CURVE DATA		LOT CURVE DATA	
BEARING	CHORD LENGTH	BEARING	CHORD LENGTH
C46	N 30° 48' 30" E	48.31	28.00
C47	N 54° 48' 00" W	41.81	25.00
C48	S 87° 50' 00" W	42.35	25.00
C49	S 87° 50' 00" W	42.35	25.00
C50	S 87° 50' 00" W	42.35	25.00
C51	S 87° 50' 00" W	42.35	25.00
C52	S 87° 50' 00" W	42.35	25.00
C53	S 87° 50' 00" W	42.35	25.00
C54	S 87° 50' 00" W	42.35	25.00
C55	S 87° 50' 00" W	42.35	25.00
C56	S 87° 50' 00" W	42.35	25.00
C57	S 87° 50' 00" W	42.35	25.00
C58	S 87° 50' 00" W	42.35	25.00
C59	S 87° 50' 00" W	42.35	25.00
C60	S 87° 50' 00" W	42.35	25.00
C61	S 87° 50' 00" W	42.35	25.00
C62	S 87° 50' 00" W	42.35	25.00
C63	S 87° 50' 00" W	42.35	25.00
C64	S 87° 50' 00" W	42.35	25.00
C65	S 87° 50' 00" W	42.35	25.00
C66	S 87° 50' 00" W	42.35	25.00
C67	S 87° 50' 00" W	42.35	25.00
C68	S 87° 50' 00" W	42.35	25.00
C69	S 87° 50' 00" W	42.35	25.00
C70	S 87° 50' 00" W	42.35	25.00
C71	S 87° 50' 00" W	42.35	25.00
C72	S 87° 50' 00" W	42.35	25.00
C73	S 87° 50' 00" W	42.35	25.00
C74	S 87° 50' 00" W	42.35	25.00
C75	S 87° 50' 00" W	42.35	25.00
C76	S 87° 50' 00" W	42.35	25.00
C77	S 87° 50' 00" W	42.35	25.00
C78	S 87° 50' 00" W	42.35	25.00
C79	S 87° 50' 00" W	42.35	25.00
C80	S 87° 50' 00" W	42.35	25.00
C81	S 87° 50' 00" W	42.35	25.00

CENTERLINE CURVE DATA

CURVE	DELTA	T	R	L	CH
CURVE 1	17° 52' 58"	12.72	164.64	103.91	501.74
CURVE 2	8° 56' 29"	6.36	82.32	51.96	250.87
CURVE 3	17° 52' 58"	12.72	164.64	103.91	501.74
CURVE 4	8° 56' 29"	6.36	82.32	51.96	250.87
CURVE 5	17° 52' 58"	12.72	164.64	103.91	501.74
CURVE 6	8° 56' 29"	6.36	82.32	51.96	250.87
CURVE 7	17° 52' 58"	12.72	164.64	103.91	501.74
CURVE 8	8° 56' 29"	6.36	82.32	51.96	250.87
CURVE 9	17° 52' 58"	12.72	164.64	103.91	501.74
CURVE 10	8° 56' 29"	6.36	82.32	51.96	250.87
CURVE 11	17° 52' 58"	12.72	164.64	103.91	501.74
CURVE 12	8° 56' 29"	6.36	82.32	51.96	250.87
CURVE 13	17° 52' 58"	12.72	164.64	103.91	501.74
CURVE 14	8° 56' 29"	6.36	82.32	51.96	250.87
CURVE 15	17° 52' 58"	12.72	164.64	103.91	501.74
CURVE 16	8° 56' 29"	6.36	82.32	51.96	250.87



PROPERTY OF: MOORE'S FERRY ASSOCIATES
 46-91
 HICKORY TOWNSHIP
 CATAWBA COUNTY, NORTH CAROLINA
 SCALE: 1" = 100'
 APPROVED BY: JAMES M. BRADSHAW, REGISTERED SURVEYOR
 DATE: OCTOBER 1998
 DRAWN BY: MOZ
 FIELD CREW ALL
 FIELD BOOK: 149
 DEED BOOK: 2012, PAGE 1830
 IRON STAKES: FOUND
 SURVEYED BY: VAUGHN & BRADSHAW SURVEYING CO.
 P.O. BOX 2864, HICKORY, N.C. 28540, PHONE (704) 325-7445

FILED FOR REGISTRATION AT CATAWBA COUNTY, NORTH CAROLINA, ON THIS 24th DAY OF OCTOBER, 1998, BY REGISTERED SURVEYOR JAMES M. BRADSHAW, REGISTERED SURVEYOR, CATAWBA COUNTY, NORTH CAROLINA. DEED 1574-136

LAKE CALLS - 935.0' EL.

BEARING	DIST.
L16	S 60° 47' 47" E 46.28'
L17	S 59° 33' 18" E 41.49'
L18	S 41° 07' 35" E 54.41'
L19	S 76° 01' 35" E 58.50'
L20	S 76° 01' 35" E 58.50'
L21	S 67° 32' 29" E 32.43'
L22	S 67° 32' 29" E 32.43'
L23	S 67° 32' 29" E 32.43'
L24	S 67° 32' 29" E 32.43'
L25	S 67° 32' 29" E 32.43'
L26	S 67° 32' 29" E 32.43'
L27	S 67° 32' 29" E 32.43'
L28	S 67° 32' 29" E 32.43'
L29	S 67° 32' 29" E 32.43'
L30	S 67° 32' 29" E 32.43'

LINE TABLE

LINE	BEARING	DIST.
L1	S 48° 55' 17" W	64.32'
L2	N 69° 56' 54" W	17.66'
L3	N 02° 05' 00" W	36.65'
L4	S 36° 10' 00" W	10.00'
L5	N 83° 10' 00" E	3.40'
L6	S 36° 10' 00" W	10.00'
L7	N 83° 10' 00" E	3.40'
L8	N 65° 00' 49" E	60.33'
L9	N 65° 00' 49" E	60.33'
L10	N 65° 00' 49" E	60.33'

SEE SHEETS 1 OF 3, 2 OF 3, 3 OF 3 FOR ADDITIONAL INFORMATION

MOORE'S FERRY ASSOCIATES
 FUTURE DEVELOPMENT
 JAMES M. BRADSHAW, REGISTERED SURVEYOR
 CATAWBA COUNTY, NORTH CAROLINA
 DATE: OCTOBER 1998

RESOLUTION NO. _____**A RESOLUTION OF THE HICKORY CITY COUNCIL ACCEPTING THE OFFER OF PUBLIC DEDICATION OF LANDS AND IMPROVEMENTS KNOWN AS 42ND AVENUE DRIVE NW, WHICH IS DESCRIBED IN EXHIBIT A AS 60 FOOT RIGHT-OF-WAY, AND RECORDED IN PLAT BOOK 46, PAGES 90, 91, AND 92 OF THE CATAWBA COUNTY REGISTRY.**

WHEREAS, NCGS §160A-374 and Article 2, Section 2.3.4(D) of the Land Development Code provide that City Council may, by resolution, accept offers of public dedication made to the public of lands and facilities for streets, sidewalks, open spaces and public utilities after verification from the City Engineer such properties and improvements are in a manner acceptable for acceptance; and

WHEREAS, the City of Hickory has been provided with an offer of public dedication of lands and improvements known as 42nd Avenue Drive NW, which are described Exhibit A as 60 foot right-of-way, and recorded in Plat Book 46, Pages 91, 91, and 92 of the Catawba County Registry; and

WHEREAS, the City of Hickory has reviewed the land and improvements placed upon them provided as part of the offer of public dedication, and such land and improvements have been found to be in compliance with standards in place for such land and improvements; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hickory, North Carolina, the offer of public dedication for 42nd Avenue Drive NW, which is described in Exhibit A as 60 foot right-of-way, and recorded in Plat Book 46, Pages 90, 91, and 92 of the Catawba county Registry, is accepted, subject to the following terms and conditions:

SECTION 1. Terms and Conditions of Acceptance:

1. The subdivider shall guarantee all materials and workmanship for a period of 18 months from the date of official acceptance by the City Council;
2. The acceptance by the City Council shall not be interpreted in any way to relieve any developer, contractor, subcontractor, insurance company, owner, or other person of his individual or several obligations under any ordinance, policy, or contract or to otherwise reduce or eliminate the rights of the city, its agents and employees against any other party connected with or in any way related to the development of the subdivision and facilities. The acceptance shall not be interpreted as a waiver of any defense or immunities that the city, its agencies or employees may assert or be entitled to;
3. All rights, privileges and warranties of whatsoever nature and kind, for equipment, supplies, materials, goods, and services shall be assigned to the city and any and all benefits derived there from shall inure to the city, its agents, and employees. The acceptance of the lands and facilities shall be conditioned upon the owners covenanting and warranting that they are lawfully seized and possessed of all the lands and facilities dedicated to the public; that they have good and lawful authority to dedicate the same to the public for the stated purpose; that the lands and facilities are free and clear of any deed of trust, mortgage, lien or assessments and that the dedicators for their heirs, successors, executors, administrators, and assigns, covenant that they will warrant and defend the dedication of such land and facilities against any and all claims and demands whatsoever; and

4. Acceptance of dedication of lands and facilities shall not obligate the city to construct, install, maintain, repair, replace, extend, improve, build or operate any public facilities or utilities which are not in existence as of the date of the acceptance of the lands and facilities. Such acceptance shall not obligate the city to construct any main, line, pipe, lateral, or other extension or permit connection to the city's water, sanitary sewer, storm sewer, drainage or other public utilities systems.

SECTION 2. This Resolution shall become effective immediately upon adoption.

RESOLVED by the City Council of Hickory, North Carolina, this, the ____ day of _____, 2016.

(SEAL)

THE CITY OF HICKORY, a
North Carolina Municipal Corporation

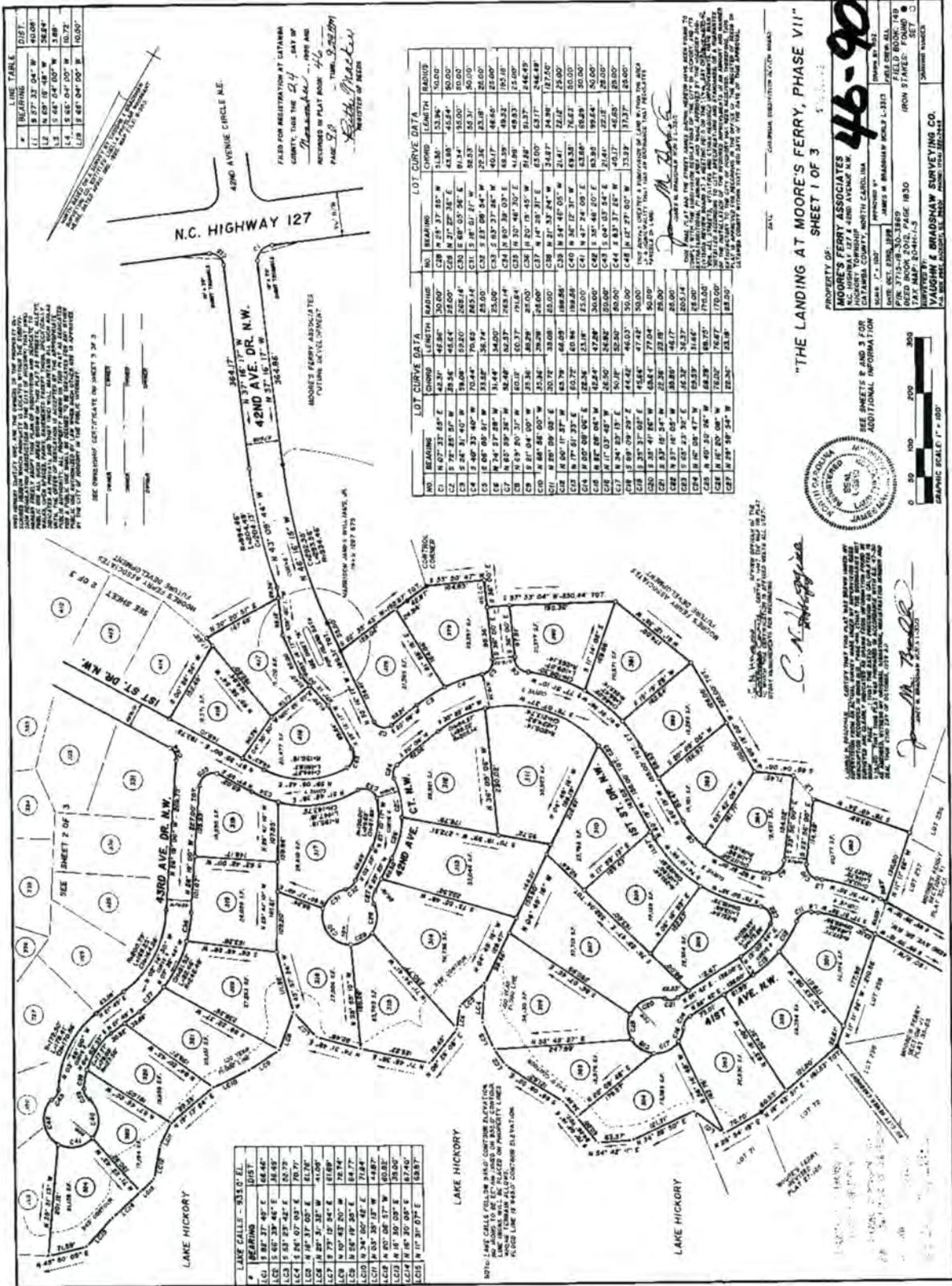
Attest:

Debbie D. Miller, City Clerk

By: _____
Rudy Wright, Mayor

Approved as to form this ____ day of _____, 2016.

Attorney for the City of Hickory



LINE TABLE

NO.	BEARING	DIST.
1	S 77° 33' 04" W	61.00'
2	S 89° 07' 00" W	78.84'
3	S 89° 07' 00" W	78.84'
4	S 55° 04' 00" W	10.72'
5	S 81° 04' 00" W	10.00'

FIELD FOR REGISTRATION AT CATAWBA COUNTY, THIS THE 24 DAY OF March 2014, 4:00 AM AND RECORDED IN PLAT BOOK 46 PAGE 98

THOMAS J. BRADSHAW
REGISTERED SURVEYOR

NOTICE: LOTS CALLS FOLLOW BOUNDARY CONTIGUOUS ALLOCATION AND ARE TO BE PLACED ON ADJACENT LINES TO THE LAKES AND ARE TO BE CONSIDERED AS ONE UNIT.

LAKE HICKORY

NO.	BEARING	DIST.
1	S 77° 33' 04" E	66.46'
2	S 89° 07' 00" E	78.84'
3	S 89° 07' 00" E	78.84'
4	S 55° 04' 00" E	10.72'
5	S 81° 04' 00" E	10.00'
6	S 77° 33' 04" E	61.00'
7	S 89° 07' 00" E	78.84'
8	S 89° 07' 00" E	78.84'
9	S 55° 04' 00" E	10.72'
10	S 81° 04' 00" E	10.00'
11	S 77° 33' 04" E	61.00'
12	S 89° 07' 00" E	78.84'
13	S 89° 07' 00" E	78.84'
14	S 55° 04' 00" E	10.72'
15	S 81° 04' 00" E	10.00'
16	S 77° 33' 04" E	61.00'

LOT CURVE DATA

NO.	BEARING	LENGTH	RADIUS
1	N 0° 00' 00" E	30.00'	50.00'
2	S 89° 07' 00" W	78.84'	50.00'
3	S 89° 07' 00" W	78.84'	50.00'
4	S 55° 04' 00" W	10.72'	50.00'
5	S 81° 04' 00" W	10.00'	50.00'
6	S 77° 33' 04" W	61.00'	50.00'
7	S 89° 07' 00" W	78.84'	50.00'
8	S 89° 07' 00" W	78.84'	50.00'
9	S 55° 04' 00" W	10.72'	50.00'
10	S 81° 04' 00" W	10.00'	50.00'
11	S 77° 33' 04" W	61.00'	50.00'
12	S 89° 07' 00" W	78.84'	50.00'
13	S 89° 07' 00" W	78.84'	50.00'
14	S 55° 04' 00" W	10.72'	50.00'
15	S 81° 04' 00" W	10.00'	50.00'
16	S 77° 33' 04" W	61.00'	50.00'

LOT CURVE DATA

NO.	BEARING	LENGTH	RADIUS
17	N 0° 00' 00" E	30.00'	50.00'
18	S 89° 07' 00" W	78.84'	50.00'
19	S 89° 07' 00" W	78.84'	50.00'
20	S 55° 04' 00" W	10.72'	50.00'
21	S 81° 04' 00" W	10.00'	50.00'
22	S 77° 33' 04" W	61.00'	50.00'
23	S 89° 07' 00" W	78.84'	50.00'
24	S 89° 07' 00" W	78.84'	50.00'
25	S 55° 04' 00" W	10.72'	50.00'
26	S 81° 04' 00" W	10.00'	50.00'
27	S 77° 33' 04" W	61.00'	50.00'
28	S 89° 07' 00" W	78.84'	50.00'
29	S 89° 07' 00" W	78.84'	50.00'
30	S 55° 04' 00" W	10.72'	50.00'
31	S 81° 04' 00" W	10.00'	50.00'
32	S 77° 33' 04" W	61.00'	50.00'

PROPERTY OF: MOORE'S FERRY ASSOCIATES
42ND AVENUE N.W.
CATAWBA COUNTY, NORTH CAROLINA

DATE: 03/24/2014

SCALE: 1" = 100'

FIELD BOOK: 149

DEED BOOK: 2014, PAGE 1830

TAX MAP: 20441-1-3

VAUGHAN & BRADSHAW SURVEYING CO.
1400 W. 20TH AVENUE, SE, WASH. STATE 99158

RESOLUTION NO. HICKORY CITY COUNCIL Page 3 of 5

LAKE HICKORY

LAKE HICKORY

LAKE HICKORY

16

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: September 26, 2016
Re: Optimist Park Improvements Phase II Close Out Change Order; Bid No. 16-09

REQUEST

Approve close out deductive change order with Wilkie Construction for value engineering items related to Phase II of Improvements to Hickory Optimist Park.

BACKGROUND

Phase II of the project involved the demolition of an existing storage building and the construction of a new pre-engineered community building with restrooms has been constructed. The design is similar to the picnic shelter at Kiwanis Park, but it is a fully enclosed building.

A separate contract has been awarded for the conversion of the existing tennis court into four pickle ball courts.

ANALYSIS

Staff advertised for competitive bids on the construction project. The low bidder on the project was Wilkie Construction with a bid of \$290,800 for the building construction. This project has been funded with Community Development Block Grant Funds and Rental Rehab Program Income.

The attached change order number 1 represents value engineering items discussed with the contractor to reduce the final price of the project and modify and improve the electrical service at the park site. The overall result of the change order will be a reduction in the final contract amount of \$7,645 and make the final contract amount \$283,155.

RECOMMENDATION

Staff recommends approval of the deductive close out change order number 1 related to Phase II of the planned improvements to Hickory Optimist Park.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

056-1600-558-57-05

059-1529-558-38-76

Reviewed by:

Brian Frazier
Initiating Department Head

9/26/16
Date

Deputy City Attorney, A. Dula

Date

Rodney Miller
Asst. City Manager Rodney Miller

9/30/16
Date

Melissa Miller
Finance Officer, Melissa Miller

9/29/16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

9-29-16
Date

Date

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

A. Surratt

Interim City Manager, A. Surratt

9/29/16
Date



September 22, 2016

GENERAL CONTRACTORS www.wilkie-const.com
 Telephone (828) 754-6431 • Fax (828) 754-1653

City of Hickory
 Engineering Division
 76 N. Center Street NE
 Hickory, NC 28601

ATTN: MILES CHAMPION, JR., PE

RE: City of Hickory
 Optimist Park Improvements Phase II
 Change Order #1

Dear Mr. Champion:

Per our discussions, below are listed the items which are included in Change Order #1 for the Optimist Park Improvements Phase II Project. This will also be the Final Change Order for the contract.

The changes include:

- Change the water fountains from HAWS to ELKAY Stainless Steel high-low, wall mounted, front proof. **DEDUCT (\$2,600.00)**
- To substitute the Value Engineered light fixture package we sent you, except for the sidewalk lamp post lights. **DEDUCT (\$2,420.00)**
- To modify and add a new electrical service as you discussed with CRG Electric to Include: replacing old existing 800 amp panel with a new 400 amp 3P 4W 3R panel with (1) 200 amp 3P breaker, space for (1) more 200 3P breaker, (1) 20 amp 3P breaker, (1) 30A 3P breakers and space for (2) more 3P breakers up to 100 amp max. This will go into same location as old panel. **ADD \$2,375.00**
- To eliminate references to weather delay record keeping and to remove the Liquidated Damages clause from the project. **DEDUCT (\$2,500.00)**
- Lower the height of the wall finish FRP panels to 8' AFF and provide a paint finish above. **DEDUCT (800.00)**
- Delete the brick paver accent bands from the concrete sidewalks. **DEDUCT (\$1,700.00)**

CHANGE ORDER TOTAL (\$7,645.00)

ORIGINAL CONTRACT AMOUNT	\$290,800.00
Change Order #1	<u>(7,645.00)</u>
FINAL CONTRACT AMOUNT	\$283,155.00

City of Hickory
Optimist Park Improvements Phase II
Change Order #1
Page 2

Please return one signed copy as soon as possible.

Wilkie Construction Company SE, LLC
PO Box 1410
Lenoir, NC 28645

BY: *Debbie King*
Date: 9/22/16

City of Hickory
76 N. Center Street NE
Hickory, NC 28601

BY: _____
Date: _____



BUDGET REVISION # 8

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2017 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the General Fund within the FY 2016-17 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Economic and Community Development	250	
TOTAL	250	-

To provide funding for the above, the General Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	250	
TOTAL	250	-

SECTION 2. To adopt Grant Project Ordinance #G51110T, "2016 JAG Grant", the expenditures shall be established as follows for the duration of the life of the project:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	31,020	
TOTAL	31,020	-

To establish the Project revenues for the above, the revenues will be budgeted as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental Revenue	31,020	
TOTAL	31,020	-

SECTION 3. To adopt Grant Project Ordinance, "2016 Urgent Repair Program", the expenditures shall be established as follows for the duration of the life of the project:

FUNCTIONAL AREA	INCREASE	DECREASE
Economic and Community Development	80,000	
TOTAL	80,000	-

To establish the Project revenues for the above, the revenues will be budgeted as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental Revenue	75,000	
Miscellaneous Revenues	5,000	
TOTAL	80,000	-

SECTION 4. Copies of the budget revision 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

**CITY OF HICKORY
GRANT PROJECT ORDINANCE
U.S. DEPARTMENT OF JUSTICE, 2016 JAG GRANT**

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

SECTION 1. The project authorization is the U.S. Department of Justice, 2016 JAG Grant.

SECTION 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the budget contained herein.

SECTION 3. The following revenues are anticipated to be available to complete the project:

Restricted Government Revenue:	
Federal Revenue	<u>\$31,020</u>
Total	\$31,020

SECTION 4. The following amounts are appropriated for the project:

Public Safety:	
Public Safety	<u>\$ 31,020</u>
Total	\$ 31,020

SECTION 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting required by any financing agreement associated with this project and/or State and Federal regulations.

SECTION 6. The Finance Officer is hereby directed to report quarterly on the financial status of each project element and on the total revenues received or claimed.

SECTION 7. The City Manager (Budget Officer) is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

SECTION 8. Copies of this grant project ordinance shall be furnished to the Clerk of the Governing Board, the City Manager (Budget Officer) and the Finance Officer for direction in carrying out this project.

Adopted this the ____ day _____, 2016.

Mayor

Clerk

**CITY OF HICKORY
GRANT PROJECT ORDINANCE
2016 URGENT REPAIR PROGRAM**

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

SECTION 1. The project authorization is the NC Housing Finance Agency, 2016 Urgent Repair Program.

SECTION 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the budget contained herein.

SECTION 3. The following revenues are anticipated to be available to complete the project:

Restricted Inter-Governmental Revenue:	
URP State Revenue	\$75,000
Miscellaneous Revenues:	
Miscellaneous	<u>5,000</u>
Total	\$80,000

SECTION 4. The following amounts are appropriated for the project:

Economic & Community Development:	
URP – Hard Energy	\$ 70,000
URP – Soft Costs	<u>10,000</u>
Total	\$ 80,000

SECTION 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting required by any financing agreement associated with this project and/or State and Federal regulations.

SECTION 6. The Finance Officer is hereby directed to report quarterly on the financial status of each project element and on the total revenues received or claimed.

SECTION 7. The City Manager (Budget Officer) is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

SECTION 8. Copies of this grant project ordinance shall be furnished to the Clerk of the Governing Board, the City Manager (Budget Officer) and the Finance Officer for direction in carrying out this project.

Adopted this the ____ day _____, 2016.

Mayor

Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Planning & Development Services Department

Contact Person: Cal Overby, Principal Planner

Date: September 22, 2016

Re: Voluntary Contiguous Annexation of Realty Income Properties 28, LLC Property

REQUEST

Consideration of the voluntary contiguous annexation of 6.25 acres (272,250 ft²) of property, which consists of a newly created tract of property located at 2173 13th Avenue Drive SE.

BACKGROUND

Realty Income Properties 28, LLC has submitted a petition for the voluntary contiguous annexation of 6.25 acres (272,250 ft²) of property, which consists of a newly created tract of property located at 2173 13th Avenue Drive SE. The annexation is being requested so that the property can be connected to the city's water and sewer system.

ANALYSIS

The petitioners are seeking annexation in order to obtain connections to the city's water and sewer system. The property is currently located in the city's extra-territorial jurisdictional (ETJ) area, and zoned Regional Commercial (C-3). The petitioners are in the process of constructing a 55,000 ft² retail facility (Hobby Lobby).

The annexation area consist of a newly created tract that was reconfigured from two adjacent tracts of property. The newly created tract has yet to be mapped or assessed by the Catawba County Tax Department. The properties from which the newly configured tract was created have tax values in the vicinity of \$250,000 per acre of property. Given the size of the annexation area, the subject property (undeveloped land) could realistically have an assessed value of \$1.5 million. This would be in addition to the value of the retail facility which has an estimated construction value of \$2.2 million.

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

RECOMMENDATION

Staff finds the petition to be in conformity with applicable statutes, and recommends approval of the requested annexation.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier 9/22/2016
Initiating Department Head Date

Rodney Miller 9-23-16
Asst. City Manager Rodney Miller Date

Melissa Miller 9-26-16
Finance Officer, Melissa Miller Date

Date

Amata M. Dula 9-24-16
Deputy City Attorney, A. Dula Date

A. Surratt 9/23/16
Asst. City Manager, A. Surratt Date

Bo Weichel 9-26-16
Purchasing Manager, Bo Weichel Date

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

A. Surratt
Interim City Manager, A. Surratt

9/29/16
Date

CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION

DATE SUBMITTED: AUG 31 2016

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

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

1. The property be voluntarily annexed is located on 13th Avenue Drive SE
between McDonald Parkway and Dead End
and is shown in more detail on the attached survey.

PIN NO. (S) : 371220708419 and 371220800378

Physical (Street) Address: 2173 13th Avenue Drive SE
2. The property is owned by: (please print) Realty Income Properties 28, LLC
(Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

Owner Information:

Name: Realty Income Properties 28, LLC

Address: 11995 El Camino Real, San Diego, CA 92130

Phone Number: 858-284-5116
3. The petition is submitted by: Blue Ridge Engineering PLLC
(If the Petition is submitted by someone other than the owner, the attached agent authorization must be signed, notarized and submitted from the owner(s) authorizing the agent to act on his behalf.)

Agent Information:

Name: Blue Ridge Engineering PLLC

Address: 924 Main Street - Suite 200, North Wilkesboro, NC 28659

Phone Number: 336-838-2500
4. If annexation is approved by the Hickory City Council, and if the property(s) is not currently zoned by the City of Hickory, the applicant would request that the property be placed into a (currently zoned C-3) zoning district.

5. WATER AND SEWER AVAILABILTY AND CONNECTIONS

We, the undersigned property owner(s), herby understand and agree we shall be responsible for all costs associated with providing for extensions and/or connections to the City of Hickory public utility system (water and sewer). This includes all design, permitting, construction, legal and applicable City of Hickory Tap Fees. Furthermore, we shall be responsible for obtaining any and all necessary easements and encroachment agreements needed to provide for such extensions or connections and provide those to the City of Hickory as appropriate.

The undersigned owner further acknowledges, they shall be responsible for any future utility extensions required to serve the property due to subdivision of the property.

6. APPLICANT'S AFFIDAVIT

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

Realty Income Properties 28, LLC
Printed Name of Property Owner(s)
11995 El Camino Real, San Diego, CA 92130
Address of Property Owner(s)

Signature of Property Owner(s)
Michael R. Haller
Executive Vice President,
General Counsel
858-284-5116
Telephone Number of Property Owner(s)

(Please choose the appropriate notary block)

Approved As To Form
Legal Department
Ad Wright

State of North Carolina - County of

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

My Commission Expires:
Notary Public

State of North Carolina - County of

See Attached Certificate

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

My Commission Expires:
Notary Public

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On July 25, 2016 before me, Sophia Harris, Notary Public, personally appeared Michael R. Pfeiffer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

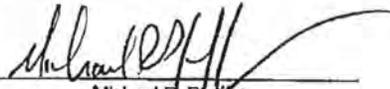


(Notary Seal)

AGENT AUTHORIZATION

I, Realty Income Properties 28, LLC, am the owner of the property listed below and I certify that I have granted and give permission to, Blue Ridge Engineering PLLC (agent) to act as my duly authorized agent for annexation of the subject property into the City of Hickory, described as follows: Parcels #371220708419 (DB 3345 PG 1620) and a portion of #371220802156 (DB 3345 PG 1615), located at 2173 13th Avenue Drive SE, Hickory, NC. Any financial responsibility or obligations associated with the annexation pursuant to this authorization will be the responsibility of Realty Income Properties 28, LLC.

Property Owner

Signature: 
Date: 7/25/16
Michael F. Plemmer
Executive Vice President
General Counsel

State of: _____
County of: _____

Approved As To Form
Legal Department

A.J. Wright

I, a Notary Public, hereby certify that _____ appeared before me and acknowledged the execution of this document.

Date: _____
Notary Signature: _____
My Commission Expires _____

See Attached Certificate
(Official Seal)

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On July 25, 2016 before me, Sophia Harris, Notary Public, personally appeared Michael R. Pfeiffer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(Notary Seal)

FILED Catawba County
on Jun 08, 2016 at 04:38:00 pm

Excise Tax \$0.00 (AT)

INST. #09264

DONNA HICKS SPENCER,
Register of Deeds

OK 03345 Pg 1620-1625

REVENUE \$-0-

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 3712 20 70 8419 and portion of 3712 20 80 2156
LRK (REID) 601234 and portion of 601232
Verified by _____ County on the ____ day of _____
by _____

Mail after recording to KEVIN MCINTOSH
This instrument was prepared by: William R. Sigmon, SIGMON CLARK MACKIE HANVEY & FERRELL, P.A., P.O. Drawer 1470, Hickory, NC 28603

Brief Description for the index 6.25 ac. ±, Lot 4, Plat Bk 716, Pg 20

Does property include the Primary Residence of Grantor? YES NO

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this June 3, 2016, by and between

GRANTOR

GRANTEE

Burgin - Hickory Properties, LLC, a North Carolina limited liability company
P.O. Box 2610
Hickory, NC 28603;
Howard Pruitt (aka Howard L. Pruitt, Jr.) and wife, Georgia M. Pruitt
560 39th Ave. Dr., N.W.
Hickory, NC 28601
and
Joe C. Rowe and wife, Sharon B. Rowe
P.O. Box 2610
Hickory, NC 28603

Realty Income Properties 28, LLC, a Delaware limited liability company
Attn: Legal Department
11995 El Camino Real
San Diego, CA 92130

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

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

1621

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

See attached Exhibit "A" which is incorporated herein by reference as if fully set forth verbatim.

Georgia M. Prullt and Sharon B. Rowe join in the execution of the Deed solely for the purpose of releasing any marital interest which they might have in said property and do not join in the warranty.

THE DRAFTSMAN OF THIS INSTRUMENT DID NOT SEARCH TITLE NOR ABSTRACT TITLE TO THIS PROPERTY; THEREFORE, HE MAKES NO CERTIFICATION NOR ACCEPTS ANY LIABILITY FOR THE CONDITION OF THE TITLE THERETO; AND IS NOT THE CLOSING AGENT.

The property hereinabove described was acquired by Grantor by Instrument recorded in Book 1482, Page 557 or Book 2068, Page 1446.

A map showing the above described property is recorded in Plat Book 76, Page 20.

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

The Grantor makes no warranty, express or Implied, as to title to the property hereinabove described.

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

WED

Burgin - Hickory Properties, LLC

By: William C. Burgin
William C. Burgin, Member/Manager

By: Joe C. Rowe
Joe C. Rowe, Member/Manager

By: Howard L. Prullt, Jr.
Howard L. Prullt, Jr., Member/Manager

Howard Prullt (SEAL)
Howard Prullt

Georgia M. Prullt (SEAL)
Georgia M. Prullt

Joe C. Rowe (SEAL)
Joe C. Rowe

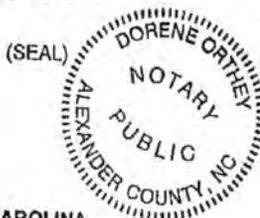
Sharon B. Rowe (SEAL)
Sharon B. Rowe

STATE OF NORTH CAROLINA
COUNTY OF Catawba

1622

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: William C. Burgin, as Member/Manager of Burgin - Hickory Properties, LLC, a North Carolina limited liability company

Date: June 3, 2016



Dorene Orthey
Notary Public
Dorene Orthey
Printed Name
My commission expires: 9-5-2016

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Howard Pruitt, individually, and Howard L. Pruitt, Jr., as Member/Manager of Burgin - Hickory Properties, LLC, a North Carolina limited liability company

Date: June 3, 2016

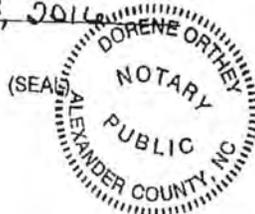


Dorene Orthey
Notary Public
Dorene Orthey
Printed Name
My commission expires: 9-5-2016

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Georgia M. Pruitt

Date: June 3, 2016



Dorene Orthey
Notary Public
Dorene Orthey
Printed Name
My commission expires: 9-5-2016

216326.1

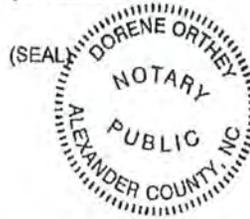
-3-

1623

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Joe C. Rowe, individually, and as Member/Manager of Burgin - Hickory Properties, LLC, a North Carolina limited liability company

Date: June 3, 2014



Dorene Orthey
Notary Public
Dorene Orthey
Printed Name
My commission expires: 9-5-2014

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sharon B. Rowe

Date: June 3, 2014



Dorene Orthey
Notary Public
Dorene Orthey
Printed Name
My commission expires: 9-5-2014

EXHIBIT "A"

1624

Legal Description

Non-Warranty Deed

**Grantor: Burgin-Hickory Properties, LLC; Howard Pruitt and wife, Georgia M. Pruitt;
and Joe C. Rowe and wife, Sharon B. Rowe
Grantee: Realty Income Properties 28, LLC**

Being a new tract of land, a portion of the Burgin - Hickory Properties, LLC property shown on in Plat Book 74, Page 196, Tract 2, and a portion of the Howard Pruitt and Joe C. Rowe property described in BK 1934, PG 406, located in the Hickory Township, Catawba County, North Carolina, south of Interstate 40 and west of McDonald Parkway, SE, bounded on the north by Interstate 40, on the east by PTM, LP (Sheetz Lot), on the south by 13th Avenue Drive, SE (a public road), and on the west by Rudisill & Coulter Investment LLC, BK 2235, PG 1866, being a portion of Tract 2, Plat Book 31, Page 147, surveyed by C. Neil Shepherd, PLS of Blue Ridge Engineering PLLC, Project #16002, May 10, 2016, tied to NC Grid, NAD 83. A metes and bounds description taken from said survey is as follows:

BEGINNING at a concrete monument found at the southern margin of the right-of-way of Interstate 40, in a controlled access fence line, at the northeast corner of the remaining property of Rudisill & Coulter Investment LLC, BK 2235, PG 1866, said concrete monument being located N 85°13'45" W a grid distance of 5,908.37 feet from NCDOT monument "FAIRGROVE"; thence from the **POINT OF BEGINNING**, with the southern margin of the right-of-way of Interstate 40, and a controlled access fence, the following five courses: (1) S 67°41' 39" E a distance of 129.40 feet to a NCDOT R/W disc found; (2) S 47° 04' 37" E a distance of 73.20 feet to a 1/2 inch rebar found at the northwest corner of Tract 2, Plat Book 74, Page 196; (3) S 47°11' 52" E a distance of 107.02 feet to a NCDOT R/W disc found; (4) S 67° 04' 26" E a distance of 210.93 feet to a 5/8 inch rebar set with blue cap; (5) S 34° 28' 21" E a distance of 154.82 feet to a 5/8 inch rebar set with blue cap; thence a new line, S 20° 26' 29" W a distance of 427.49 feet to a 5/8 inch rebar set with blue cap; thence with the northern margin of the right-of-way of 13th Avenue Drive, SE, a public road, the following two courses: (1) 215.05 feet along a curve to the right with a radius of 1,402.50 feet, chord bearing of N 58°26' 57" W and chord distance of 214.84 feet, to a 1/2 inch rebar found at the southwest corner of Tract 2, Plat Book 74, Page 196; (2) continuing 296.57 feet along the same curve to the right with a radius of 1,402.50 feet, chord bearing of N 47°59' 54" W and chord distance of 296.02 feet to a 5/8 inch rebar set with blue cap, said rebar being located N 01°50'56" W a distance of 304.45 feet from a 1 inch pipe found; thence with the western boundary of Tract 2, Plat Book 31, Page 147, and the eastern boundary of Rudisill & Coulter, LLC, BK 2235, PG 1866, the following two courses: (1) N 01°50'56" W a distance of 437.62 feet to a 24 inch dead oak; (2) N 38°17'32" E a distance of 67.45 feet to a concrete monument, the **POINT OF BEGINNING**; containing an area of 6.25 acres, more or less, by coordinate computation.

1625

The above-described property is shown as Lot 4 on a recombination plat recorded in Plat Book
96, Page 20, Catawba County Registry.

For partial chain of title see deed recorded in Book 1482, Page 557 and Book 2068, Page 1446,
Catawba County Registry.

WEB

**Realty Income Properties 28, LLC
Area to be Annexed by City of Hickory
6.25 Acres**

Being all of Lot 4 as shown on a subdivision plat recorded in Plat Book 76, Page 20, Catawba County Registry, being all of the land described in Book 3345, Page 1620, located in the Hickory Township, Catawba County, North Carolina, south of Interstate 40 and west of McDonald Parkway SE, bounded on the north by Interstate 40, on the east by Burgin – Hickory Properties, LLC (Remainder Lot), on the south by 13th Avenue Drive SE (a public road), and on the west by Rudisill & Coulter Investment LLC, BK 2235 PG 1866; surveyed by C. Neil Shepherd, PLS of Blue Ridge Engineering PLLC, Project #16002, August 31, 2016, tied to NC Grid, NAD 83. A metes and bounds description taken from said survey is as follows:

BEGINNING at a concrete monument found at the southern margin of the right-of-way of Interstate 40, in a controlled access fence line, at the northeast corner of the remaining property of Rudisill & Coulter Investment LLC, BK 2235 PG 1866, said concrete monument being located N 85° 13' 45" W a grid distance of 5,908.37 feet from NCGS monument "FAIRGROVE"; thence from the POINT OF BEGINNING, with the southern margin of the right-of-way of Interstate 40, and a controlled access fence, the following five courses: (1) S 67° 41' 39" E a distance of 129.40 feet to a NCDOT R/W disc found; (2) S 47° 04' 37" E a distance of 73.20 feet to a 1/2 inch rebar found at the former northwest corner of Tract 2, Plat Book 74, Page 196; (3) S 47° 11' 52" E a distance of 107.02 feet to a NCDOT R/W disc found; (4) S 61° 24' 26" E a distance of 210.93 feet to a 5/8 inch rebar found with blue cap; (5) S 34° 28' 21" E a distance of 154.82 feet to a 5/8 inch rebar found with blue cap; thence with the eastern margin of Lot 4, S 20° 26' 29" W a distance of 427.49 feet to a 5/8 inch rebar found with blue cap; thence with the northern margin of the right-of-way of 13th Avenue Drive SE, a public road, the following two courses: (1) 215.05 feet along a curve to the right with a radius of 1,402.50 feet, chord bearing of N 58° 26' 57" W and chord distance of 214.84 feet, to a 1/2 inch rebar found at the former southwest corner of Tract 2, Plat Book 74, Page 196; (2) continuing 296.57 feet along the same curve to the right with a radius of 1,402.50 feet, chord bearing of N 47° 59' 54" W and chord distance of 296.02 feet to a 5/8 inch rebar found with blue cap; thence with the western boundary of Tract 2, Plat Book 31, Page 147, and the eastern boundary of Rudisill & Coulter, LLC, BK 2235 PG 1866, the following two courses: (1) N 01° 50' 56" W a distance of 437.62 feet to a 24 inch dead oak; (2) N 38° 17' 32" E a distance of 67.45 feet to a concrete monument, the POINT OF BEGINNING; containing an area of 6.25 acres by coordinate computation.



VOLUNTARY CONTIGUOUS ANNEXATION ANALYSIS

APPLICANT: Realty Income Properties 28, LLC

AGENT: Blue Ridge Engineering, PLLC

PROPERTY LOCATION (See Map 1): 2173 13th Avenue Drive SE

PIN NUMBERS: 3712-20-70-8419 and 3712-20-80-0378 (Note: The property lines have been reconfigured to create a new tract of property, which is the annexation area. The plat showing this new tract of property was duly recorded in Plat Book 76 Page 20 of the Catawba County Registry. The newly configured property lines have yet to be shown on the Catawba County tax maps.

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

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

ACREAGE: 6.25 acres (272,250 ft²)

DEVELOPMENT POTENTIAL: The subject property is currently Regional Commercial (C-3), and can be utilized for a variety of retail, office, service, and multi-family residential land-uses. Intensity of development within Regional Commercial (C-3) districts is limited to a floor area ratio of 0.85 for non-residential development, and thirty (30) unit per acre for multi-family residential. Given these prescribed development intensities, the property could theoretically yield up to 231,141 ft² of non-residential floor area, or up to 188 multi-family residential units.

Currently the property is being developed for the location of a 55,000 ft² single-tenant retail facility (Hobby Lobby). Permits and approvals required for this activity have been obtained, and the construction of the facility is progressing.

TAX VALUE: As noted above, the property lines have recently been modified, and an assessment for the new tract has not been provided by the Catawba County Tax Assessors Office. The properties from which the newly configured tract was created have tax values in the vicinity of \$250,000 per acre of property. Given the size of the annexation area, the subject property (undeveloped land) could realistically have an assessed value of \$1.5 million. This would be in addition to the value of the retail facility, which has an estimated construction value of \$2.2 million.

POPULATION INCREASES: As previously outlined, the property is proposed to be developed for non-residential purposes, as such the annexation of the subject property will not increase the city's population.

SCHOOL DISTRICTS: The property is located within the jurisdictional area of the Catawba County Public School System. However as previously noted, the subject property is being developed for the location of a commercial (non-residential) facility, and would not impact the school system.

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

- **North:** The properties across I-40 are zoned Industrial (IND), and are occupied by a quarry operation (Martin Marietta);
- **South:** The properties are zoned Regional Commercial (C-3), and are occupied by multi-tenant shopping center (Valley Corners);
- **East:** The property is zoned Regional Commercial (C-3), and is currently vacant; and
- **West:** The property is zoned Regional Commercial (C-3), and is currently vacant.

UTILITY SERVICE: Water and sewer are available to serve the property. The developer is responsible for all cost associated with the extension of water and sanitary sewer to serve the property. If property is subdivided the developer shall install infrastructure to serve each new lot.

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

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

STAFF COMMENTS:

- **Fire:** Annexation of this property would not adversely affect the operations of the fire department. The property is currently in Engine 5 fire district and will remain. Construction and use of the building shall comply with the NC Fire and Building Code.
- **Police Department:** Annexation of this property would not adversely affect the operation of HPD. The property would be in Charles PACT.
- **Engineering:** No objections.
- **Planning:** No objections.
- **Public Services:** Solid Waste can service this property.
- **Public Utilities:** Water and sewer are available to serve the property. The developer is responsible for all cost associated with the extension of water and sanitary sewer to serve the property. If property is subdivided the developer shall install infrastructure to serve each new lot.
- **Legal:** No objections.
- **City Manager's Office:** No objections.

STAFF RECOMMENDATION: Upon evaluation staff has found the following:

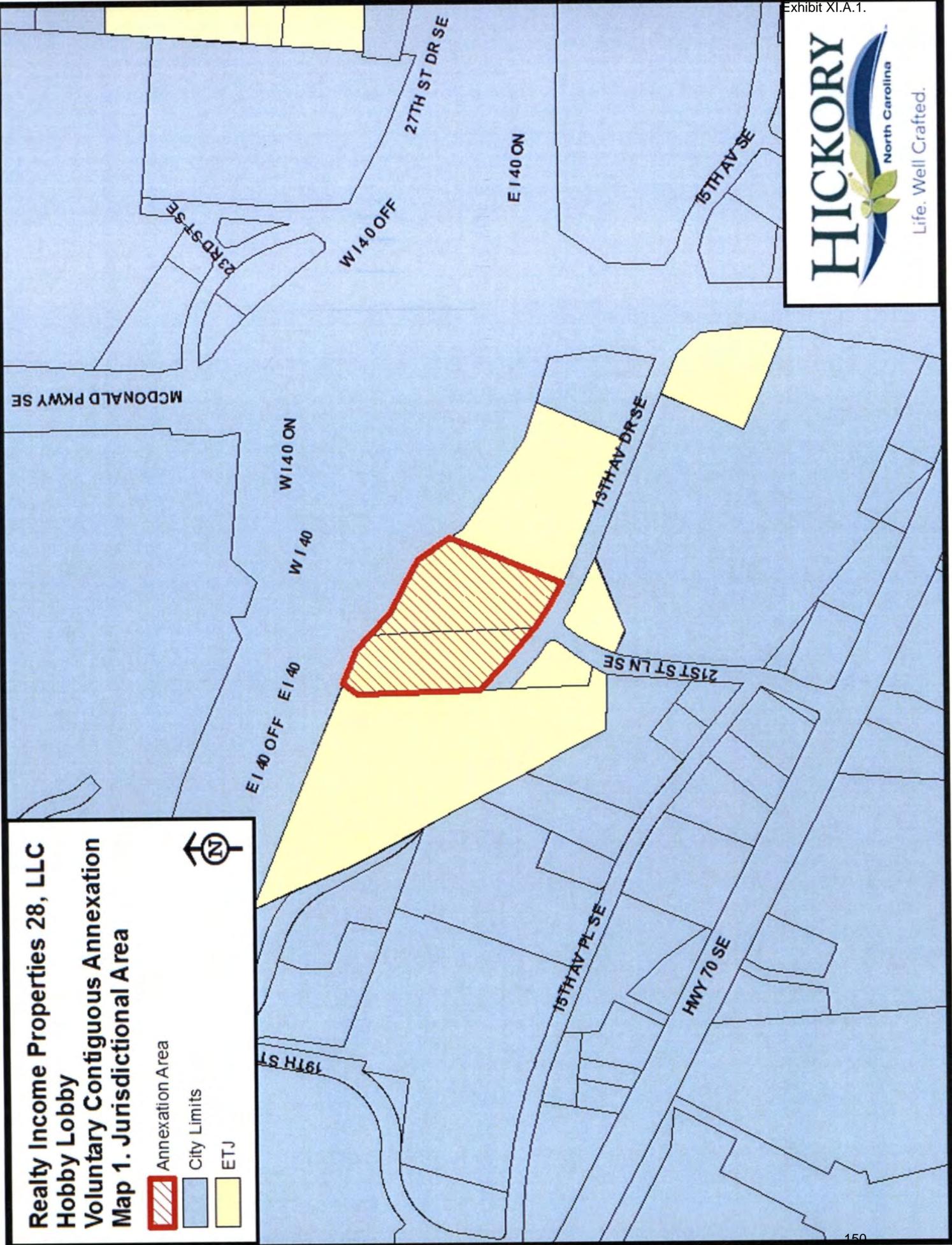
1. The voluntary annexation petition complies with all applicable statutes regarding the voluntary annexation of contiguous properties;
2. Adequate public services are available in sufficient quantities to properly serve the subject property; and
3. The annexation of the property will not cause available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

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



**Realty Income Properties 28, LLC
Hobby Lobby
Voluntary Contiguous Annexation
Map 1. Jurisdictional Area**

 Annexation Area
 City Limits
 ETJ

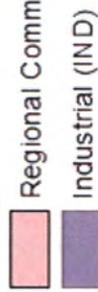



**Realty Income Properties 28, LLC
Hobby Lobby
Voluntary Contiguous Annexation
Map 2. Current Zoning**

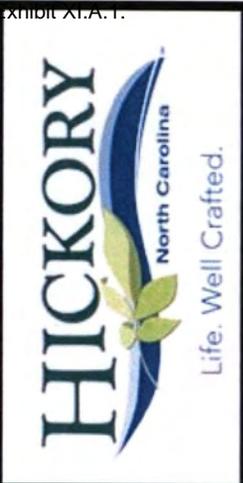
 Annexation Area

Zoning

 Regional Commercial (C-3)

 Industrial (IND)







**Realty Income Properties 28, LLC
Hobby Lobby
Voluntary Contiguous Annexation
Map 3. 2014 Aerial Photography**

 Annexation Area



PREPARED BY: LEGAL DEPARTMENT, CITY OF HICKORY
P.O. BOX 398, HICKORY, NC 28603

ANNEXATION ORDINANCE NO. 436

VOLUNTARY ANNEXATION ORDINANCE (CONTIGUOUS)

Realty Income Properties 28, LLC

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF HICKORY, NORTH CAROLINA, PURSUANT TO GENERAL STATUTES 160A-31, AS AMENDED (CONTIGUOUS)

WHEREAS, the City Council of the City of Hickory has been petitioned under G.S. 160A-31, as amended, to annex the area herein described; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held in the Council Chambers of the Julian G. Whitener Municipal Building at 7:00 p.m. on the 4th day of October, 2016, after due notice by publication on September 23, 2016; and

WHEREAS, the City Council does find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

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

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following-described territory is hereby annexed and made a part of the City of Hickory

as of October 31, 2016.

Realty Income Properties 28, LLC

Being all of Lot 4 as shown on a subdivision plat recorded in Plat Book 76, Page 20, Catawba County Registry, being all of the land described in Book 3345, Page 1620, located in the Hickory Township, Catawba County, North Carolina, south of Interstate 40 and west of McDonald Parkway SE, bounded on the north by Interstate 40, on the east by Burgin - Hickory Properties, LLC (Remainder Lot), on the south by 13th Avenue Drive SE (a public road), and on the west by Rudisill & Coulter Investment LLC, BK 2235 PG 1866; surveyed by C. Neil Shepherd, PLS of Blue Ridge Engineering PLLC, Project #16002, August 31, 2016, tied to NC Grid, NAD 83. A metes and bounds description taken from said survey is as follows:

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Section 2. Upon and after the 31st day of October, 2016, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and

regulations in force in the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-31 (e), as amended.

Section 3. That the newly annexed territory described hereinabove shall become a part of Ward No. 3 of the City of Hickory.

Section 4. The Mayor of the City of Hickory shall cause to be recorded in the Office of the Register of Deeds of Catawba County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Section 5. That all ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 6. This Ordinance shall be in full force and effect from and after the 31st day of October, 2016.

ADOPTED THIS 4th DAY OF OCTOBER, 2016

Rudy Wright
Mayor

Andrea Surratt, Interim City Manager

Approved As To Form:

Deputy City Attorney for the City of Hickory

CERTIFICATION OF ANNEXATION ORDINANCE

NORTH CAROLINA
CATAWBA COUNTY
CITY OF HICKORY

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the Annexation Ordinance of Realty Income Properties 28, LLC was adopted at a regular meeting of the Hickory City Council held on October 4, 2016, and that said Ordinance is in full force and effect on October 31, 2016.

City Clerk

NORTH CAROLINA
CATAWBA COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Debbie D. Miller, City Clerk of the City of Hickory, personally appeared before me this date and acknowledged the due execution of the foregoing certificate for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

13
COUNCIL AGENDA MEMOS

Exhibit XI.A.2.

To: City Manager's Office

From: Parks and Recreation Department

Contact Person: Mack McLeod, Parks and Recreation Director

Date: September 23, 2016

Re: Consideration of an Ordinance Amending Chapter 4 Section 4-21(a) of the Hickory Code of Ordinances

REQUEST

Consideration of an ordinance amending Chapter 4 Section 4-21(a) of the Hickory Code of Ordinances.

BACKGROUND

Chapter 4 (Animals and Fowl), Section 4-21 of the Hickory Code of Ordinances concerns Restraint of Animals.

Section 4-21(a) stipulates that every person owning or having possession, charge, care, custody or control of any animal shall keep such animal exclusively upon the owner's real property. However, such animal may be off the owner's real property if it is under the physical control of a person and physically restrained by a chain, leash or harness and held in the hand of said person. An animal is not considered restrained if it is on a chain, leash, or harness, but is not under the control of the owner or caregiver.

ANALYSIS

Section 4-21(a) currently allows for the following two exceptions: 1) Service animals trained to provide assistance to persons impaired in sight, hearing, mobility, or any other impairment, do not have to be under physical restraint while off the owner's premises if the dog is under the impaired person's direct control and is obedient to that person's commands. The animal control officer or any sworn police officer may request proof of assistance animal registration to satisfy this exception; and 2) A working police dog in the course and scope of its duties.

Now that the City of Hickory operates the Fairbrook Optimist Dog Park, a third exception is required: 3) Dogs in city dog parks.

The Parks and Recreation Commission, at their September 13, 2016 meeting, endorsed the ordinance amendment and recommends its approval by City Council.

RECOMMENDATION

Staff recommends approval of the ordinance amending Chapter 4 Section 4-21(a) of the Hickory Code of Ordinances.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Mack McLeod

Initiating Department Head

Rodney Miller
Asst. City Manager Rodney Miller

Melissa Miller
Finance Officer, Melissa Miller

9.23.16

Date

9/23/16
Date

9-26-16
Date

Amanda Dula
Deputy City Attorney, A. Dula

A. Surratt
Asst. City Manager, A. Surratt

Bo Weichel
Purchasing Manager, Bo Weichel

9-24-16
Date

9/23/16
Date

9-26-16
Date

Date

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

A. Surratt
Interim City Manager, A. Surratt

9/29/16
Date

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 4 SECTION 4-21(a) OF THE HICKORY
CODE OF ORDINANCES**

WHEREAS, Section 4-21(a) of Chapter 4 Animals and Fowl of the Hickory City Code of ordinances regulates the restraint of animals; and

WHEREAS, the regulations require owners to keep their animals on a leash, harness, or other restraint when the animals off the owners' properties with certain exceptions; and

WHEREAS, the City Council hereby desires to amend those exceptions to include animals in dog parks regulations now that Hickory City now operates a dog park; and

WHEREAS, the revisions to Chapter 4, Section 4-21(a) of the Hickory City Code as suggested by Staff and/or directed by the Hickory City Council have been incorporated herein.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HICKORY, THAT THE HICKORY CITY CODE BE AMENDED AS FOLLOWS:

ARTICLE II. Section 4-21(a) of the Hickory City Code shall be amended as follows:

- (a) Every person owning or having possession, charge, care, custody or control of any animal shall keep such animal exclusively upon the owner's real property. However, such animal may be off the owner's real property if it is under the physical control of a person and physically restrained by a chain, leash or harness and held in the hand of said person. An animal is not considered restrained if it is on a chain, leash, or harness, but not under the control of the owner or caregiver. Exceptions to this section are as follows:

(1) Service animals trained to provide assistance to persons impaired in sight, hearing, mobility, or any other impairment, do not have to be under physical restraint while off the owner's premises if the dog is under the impaired person's direct control and is obedient to that person's commands. The animal control officer or any sworn police officer may request proof of assistance animal registration to satisfy this exception.

(2) A working police dog in the course and scope of its duties.

(3) Dogs in city dog parks

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.

Effective Date.

This Ordinance shall become effective immediately upon adoption.

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 D. Miller, City Clerk

Approved as to form this 9th day of September, 2016.

Arnita M. Dula
Arnita M. Dula, Deputy City Attorney for City of Hickory

14

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Chuck Hansen, Public Services Director / City Engineer
Contact Person: Rick Patton, 323-7558
Date: September 23, 2016
Re: Curb and Gutter Petition 01-16

REQUEST

To conduct a hearing in regard to installation of curb and gutter at 2024 5th St. PI. NW in response to a petition from the property owner.

BACKGROUND

The City Clerk has received a petition from the owner of a property along 5th St. PI. NW to install curb and gutter along a portion of their street as per section 29-2 of the Hickory Code of Ordinances. The petitioner(s) represent a majority, greater than 50%, of the property owner(s) as well as a majority, greater than 50%, of the property footage of the property frontage requested in the petition and therefore qualifies as a valid petition.

ANALYSIS

The attached petition number 01-16 was submitted to the City of Hickory and requests the City to construct curb and gutter along a portion of 5th St. PI. NW. The signature on the petition represents 100% of the property owners affected as shown on the attached map and summary.

This petition comes to us through our normal curb and gutter process in which both the property owner and City participate in the costs. The City will design and install the curb and gutter.

The attached Resolution calls for a public hearing on these matters to be held on October 4, 2016.

RECOMMENDATION

Recommend conducting a public hearing on October 4, 2016 and to approve the resolution directing that street improvements be undertaken as described in petition #01-16 that is requesting the City to construct curb and gutter along a portion of 5th St. PI. NW.

Informational
(Some info items will not have to appear on the Council agenda, but will be communicated to Council in weekly Communication format. These items will still require a Council Agenda Memo)

Requires Council Approval
(All new or revisions in Ordinances or Council enacted policies, as well as contracts/agreements over \$100,000 will be placed on Agenda)

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen CH 9-23-16
Initiating Department Head Date

Rodney Miller 9-23-16
Asst. City Manager Rodney Miller Date

Melissa Miller 9-26-16
Finance Officer, Melissa Miller Date

Date

A. Dula 9-24-16
Deputy City Attorney, A. Dula Date

A. Surratt 9/23/16
Asst. City Manager, A. Surratt Date

Bo Weichel 9-26-16
Purchasing Manager, Bo Weichel Date

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

A. Surratt
Interim City Manager, A. Surratt

9/29/16
Date

PETITION FOR CONSTRUCTION OF CURB AND GUTTER

PETITION # _____
(For Office Use Only)

QUALIFYING DATE: _____
(For Office Use Only)

TO THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL OF THE CITY OF HICKORY,
NORTH CAROLINA:

We, the undersigned citizens of the City of Hickory, being the owners of land abutting the street or section thereof, hereinafter named and described, do hereby petition the Mayor and Members of City Council of the City of Hickory to proceed as is provided in Chapter 160A, Article 10, of the General Statutes of North Carolina, to improve the portion of:

west side of 2000 block of 5th St. Pl. NW

by constructing concrete curb and gutter, according to plans and specifications on file in the office of the City Engineer.

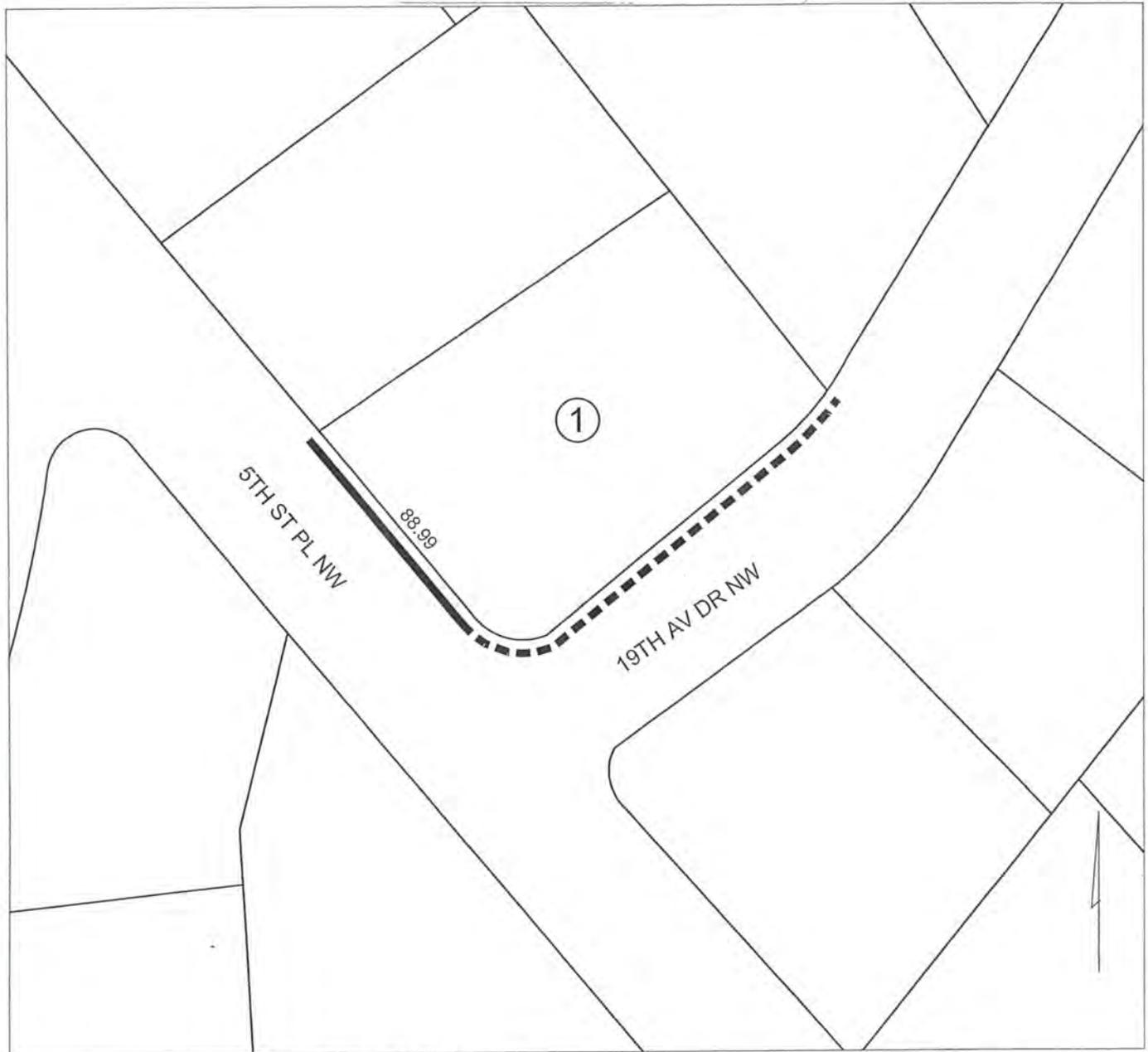
We, the undersigned, do further petition that the cost of such improvements as measured along the right-of-way line for curb and gutter at \$24.00 per linear foot plus \$0.00 per linear foot for storm drain piping for a total of \$24.00 per linear foot excluding driveway cuts and \$48.50 per linear foot of driveway apron measured at its narrowest point plus \$0.00 per linear foot for storm drain piping for a total of \$48.50 per linear foot of driveway apron, be specially assessed against the property abutting on that portion of said street as is heretofore described, all as is provided for in said General Statutes or the Charter of the City of Hickory.

We, the undersigned, do further understand that the costs of the above petitioned improvements will be assessed against our property and that this assessment is payable to the City of Hickory upon completion in not more than five (5) annual installments at 8% interest.

*Prices effective July 1, 2012 through June 30, 2013.

ADDRESS OF LOT(S)	FOR PETITION	AGAINST PETITION	DATE
ADDRESS 2024 5 th St. Pl. NW	PRINT NAME <i>KURT T. HOLTCRAW</i>	PRINT NAME	
PN 3704 17 10 8222	SIGNATURE <i>Kurt J. Holtzclaw</i>	SIGNATURE	3/4/2016
ADDRESS 2024 5 th ST. PL NW	PRINT NAME <i>CHEYL L. HOLTCRAW</i>	PRINT NAME	
PN 3704 17 10 8222	SIGNATURE <i>Cheryl J. Holtzclaw</i>	SIGNATURE	3/4/2016
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	

PETITION 16-01
 PROPOSED CURB & GUTTER
 2024 5TH STREET PLACE NW



SCALE: 1"=60' DATE: 3-18-16

1 Property Owner Total
 1 Property Owner Signed
 0 Property Owners Not Signed
 100% Property Owners Signed

88.99' Total Footage
 88.99' Footage Signed
 0' Footage Not Signed
 100% Footage Signed

LEGEND

①	- Signed
1	- Not Signed
---	- Existing C&G
—	- Proposed C&G

VICINITY MAP



NOT TO SCALE

CERTIFICATION SHOWING THAT NOTIFICATION OF PUBLIC HEARING ON
PRELIMINARY ASSESSMENT ROLL RESOLUTIONS WERE MAILED TO OWNERS
OF ALL PROPERTY SUBJECT TO ASSESSMENT
NO. 16-01

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE
CITY OF HICKORY:

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby
certify that notification of public hearing on Preliminary Resolution for Street
Improvement Project (curb and gutter) on October 4, 2016 was mailed by first class mail
on September 7, 2016 to all owners of property subject to assessment.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the seal of the City
of Hickory, North Carolina, this the 7th day of September, 2016.

Debbie D. Miller
Debbie D. Miller, City Clerk



Resolution No. 16-____

Resolution Directing That Street Improvement Project Be Undertaken
(No. 16-01)

WHEREAS, on March 4, 2016, the property owner of 2024 5th Street Place NW, Hickory filed with the City Engineer of the City of Hickory a petition for improving said street by placing and constructing thereon curb and gutter according to plans and specifications on file in the office of the City Engineer; and

WHEREAS, the City Clerk has certified to the City Council of the City of Hickory that said petition is sufficient in all respects, the same having been duly signed by a majority in number of the owners, whose property represents a majority of all the lineal feet of frontage of the lands abutting upon the streets or portion of streets hereinabove described; and

WHEREAS, a Preliminary Assessment Resolution was adopted by this City Council and a public hearing thereon duly held.

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

1. That 2024 5th Street Place NW, Hickory be improved by placing and constructing thereon curb and gutter under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina and the procedure therein established, and that said improvements be done by the City of Hickory or by contract after due notice and advertisement for bids, as outlined by Chapter 143, Section 129, of the General Statutes of North Carolina.
2. That 50 percent of the total cost of said improvement, exclusive of so much of the total costs as is incurred in improving the street intersections, be hereafter assessed upon the property receiving the improvements.
3. That the assessment herein provided for shall be payable in cash, or if any property owner shall so elect, in accordance with Chapter 160A, Sections 232 and 233, of the General Statutes of North Carolina, he shall have the option and privilege of paying the assessment in five (5) annual installments, said installments to bear interest at the rate of 8 percent per annum.

This 4th day of October, 2016

Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Arnita Dula, Deputy City Attorney

To: City Manager's Office
From: Chuck Hansen, Public Services Director / City Engineer
Contact Person: Rick Patton, 323-7558
Date: September 23, 2016
Re: Curb and Gutter Petition 03-16

REQUEST

To conduct a public hearing with regard to installation of curb and gutter at 915 4th Ave. Dr. NW in response to a petition from the property owner.

BACKGROUND

The City Clerk has received a petition from the owner of a property along 915 4th Ave. Dr. NW to install curb and gutter along a portion of their street as per section 29-2 of the Hickory Code of Ordinances. The petitioner(s) represent a majority, greater than 50%, of the property owner(s) as well as a majority, greater than 50%, of the property footage of the property frontage requested in the petition and therefore qualifies as a valid petition.

ANALYSIS

The attached petition number 03-16 was submitted to the City of Hickory and requests the City to construct curb and gutter along a portion of 915 4th Ave. Dr. NW. The signature on the petition represents 100% of the property owners affected as shown on the attached map and summary.

This petition comes to us through our normal curb and gutter process in which both the property owner and City participate in the costs. The City will design and install the curb and gutter.

The attached Resolution calls for a public hearing on these matters to be held on May 17, 2011.

RECOMMENDATION

Recommend conducting a public hearing on October 4, 2016 and to approve the resolution directing that street improvements be undertaken as described in petition #03-16 that is requesting the City to construct curb and gutter along a portion of 4th Ave. Dr. NW.

Informational

(Some info items will not have to appear on the Council agenda, but will be communicated to Council in weekly Communication format. These items will still require a Council Agenda Memo)

Requires Council Approval

(All new or revisions in Ordinances or Council enacted policies, as well as contracts/agreements over \$100,000 will be placed on Agenda)

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen CH
Initiating Department Head

9-23-16
Date

A. Dula
Deputy City Attorney, A. Dula

9-24-16
Date

Rodney Miller
Asst. City Manager Rodney Miller

9-23-16
Date

A. Surratt
Asst. City Manager, A. Surratt

9/23/16
Date

Melissa Miller
Finance Officer, Melissa Miller

9-26-16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

9-26-16
Date

Date

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

A. Surratt
Interim City Manager, A. Surratt

9/29/16
Date

PETITION FOR CONSTRUCTION OF CURB AND GUTTER

PETITION # _____
(For Office Use Only)

QUALIFYING DATE: _____
(For Office Use Only)

TO THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL OF THE CITY OF HICKORY,
NORTH CAROLINA:

We, the undersigned citizens of the City of Hickory, being the owners of land abutting the street or section thereof, hereinafter named and described, do hereby petition the Mayor and Members of City Council of the City of Hickory to proceed as is provided in Chapter 160A, Article 10, of the General Statutes of North Carolina, to improve the portion of:

South side of 900 block of 4th Ave. Dr. NW

by **constructing concrete curb and gutter**, according to plans and specifications on file in the office of the City Engineer.

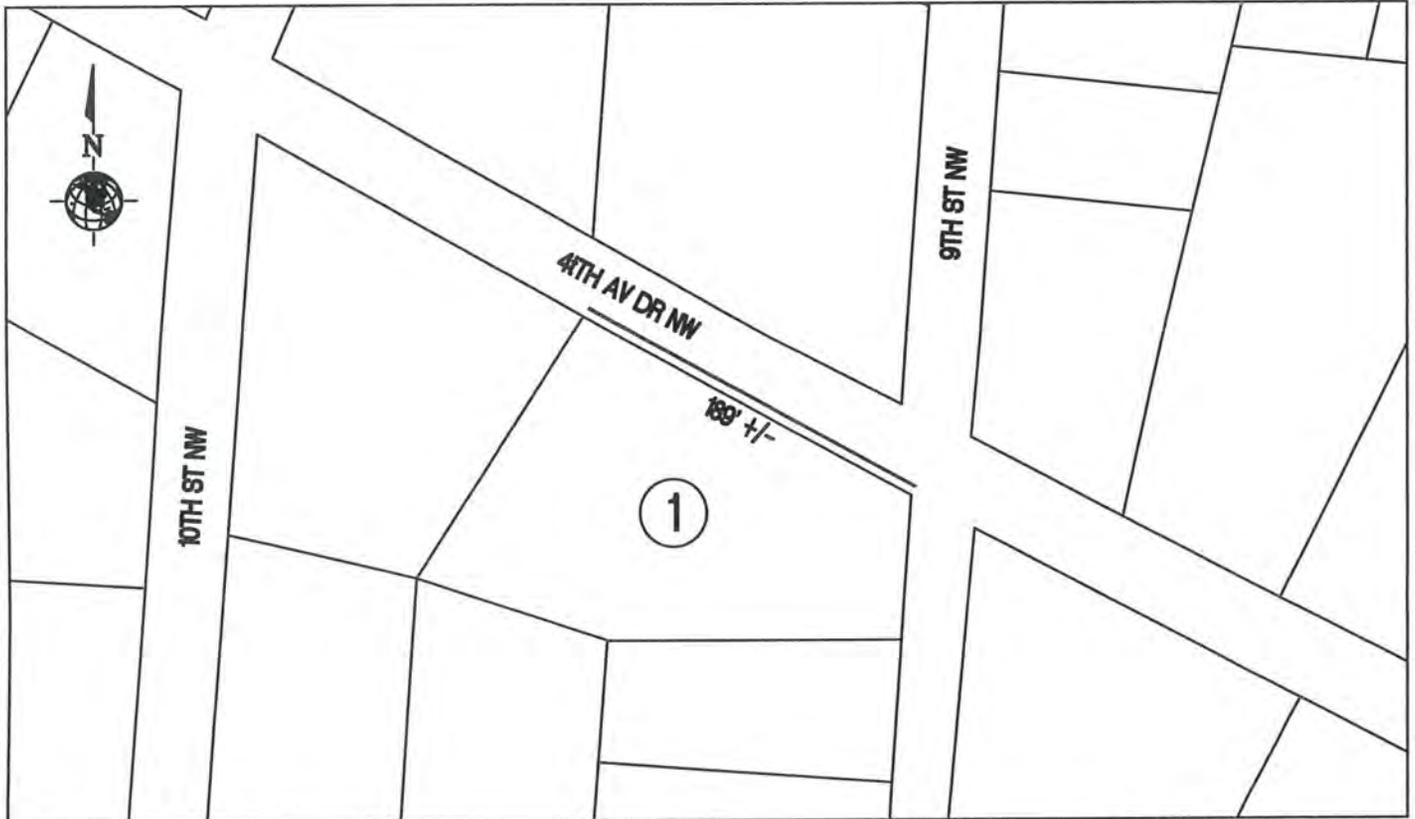
We, the undersigned, do further petition that the cost of such improvements as measured along the right-of-way line for curb and gutter at \$24.25 per linear foot plus \$0.00 per linear foot for storm drain piping for a total of **\$24.25** per linear foot excluding driveway cuts and \$48.75 per linear foot of driveway apron measured at its narrowest point plus \$0.00 per linear foot for storm drain piping for a total of **\$48.75** per linear foot of driveway apron, be specially assessed against the property abutting on that portion of said street as is heretofore described, all as is provided for in said General Statutes or the Charter of the City of Hickory.

We, the undersigned, do further understand that the costs of the above petitioned improvements will be assessed against our property and that this assessment is payable to the City of Hickory upon completion in not more than five (5) annual installments at 8% interest.

*Prices effective July 1, 2016 through June 30, 2017.

ADDRESS OF LOT(S)	FOR PETITION	AGAINST PETITION	DATE
ADDRESS 915 4th Ave Dr NW PIN 3703-17-22-0410	PRINT NAME Sarah White SIGNATURE Sarah M. White	PRINT NAME SIGNATURE	7/27/16
ADDRESS 915 4th Ave Dr NW PIN 3703-17-22-0410	PRINT NAME Jason White SIGNATURE Jason White	PRINT NAME SIGNATURE	7/28/16
ADDRESS	PRINT NAME	PRINT NAME	
PIN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PIN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PIN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PIN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PIN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PIN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PIN	SIGNATURE	SIGNATURE	

PETITION 16-03 PROPOSED CURB AND GUTTER 915 4TH AV DR NW



SCALE: 1"=100'

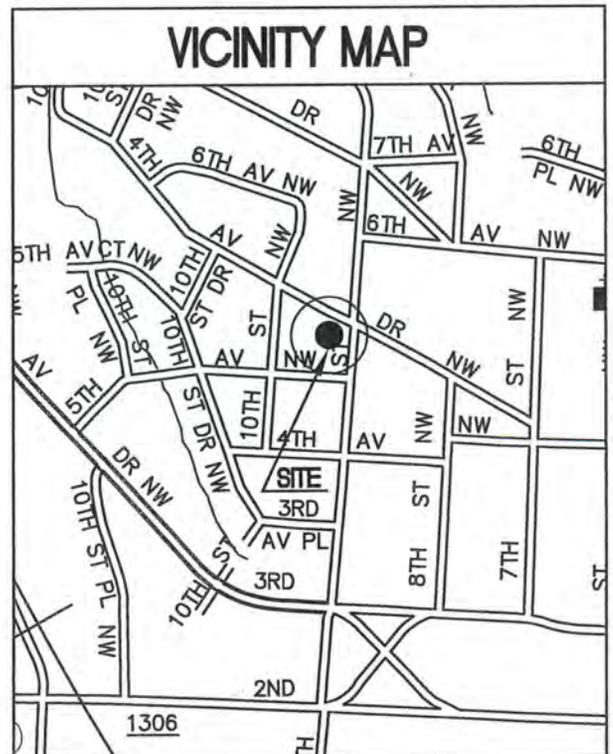
DATE: 7-29-16

1 Property Owners Signed Total
 1 Property Owners Signed For
 0 Property Owners Signed Against
 100% Property Owners Signed For
 0% Property Owners Signed Against

189.23' Total Footage
 189.23' Footage Signed For
 0% Footage Signed Against
 100% Footage Signed For

1. Robert Jason White and
 Sarah McCall White
 915 4th Av Dr NW
 Hickory, NC 28601
 ☎ 3703-17-22-0410
 Signed For

LEGEND	
①	SIGNED
1	NOT SIGNED
—	PROPOSED CG



NOT TO SCALE

CERTIFICATION SHOWING THAT NOTIFICATION OF PUBLIC HEARING ON
PRELIMINARY ASSESSMENT ROLL RESOLUTIONS WERE MAILED TO OWNERS
OF ALL PROPERTY SUBJECT TO ASSESSMENT
NO. 16-03

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE
CITY OF HICKORY:

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby
certify that notification of public hearing on Preliminary Resolution for Street
Improvement Project (curb and gutter) on October 4, 2016 was mailed by first class mail
on September 7, 2016 to all owners of property subject to assessment.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the seal of the City
of Hickory, North Carolina, this the 7th day of September, 2016.



Debbie D. Miller

Debbie D. Miller, City Clerk

Resolution No. 16-____

Resolution Directing That Street Improvement Project Be Undertaken
(No. 16-03)

WHEREAS, on July 28, 2016, the property owner of 915 4th Avenue Drive NW, Hickory filed with the City Engineer of the City of Hickory a petition for improving said street by placing and constructing thereon curb and gutter according to plans and specifications on file in the office of the City Engineer; and

WHEREAS, the City Clerk has certified to the City Council of the City of Hickory that said petition is sufficient in all respects, the same having been duly signed by a majority in number of the owners, whose property represents a majority of all the lineal feet of frontage of the lands abutting upon the streets or portion of streets hereinabove described; and

WHEREAS, a Preliminary Assessment Resolution was adopted by this City Council and a public hearing thereon duly held.

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

1. That 915 4th Avenue Drive NW, Hickory be improved by placing and constructing thereon curb and gutter under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina and the procedure therein established, and that said improvements be done by the City of Hickory or by contract after due notice and advertisement for bids, as outlined by Chapter 143, Section 129, of the General Statutes of North Carolina.
2. That 50 percent of the total cost of said improvement, exclusive of so much of the total costs as is incurred in improving the street intersections, be hereafter assessed upon the property receiving the improvements.
3. That the assessment herein provided for shall be payable in cash, or if any property owner shall so elect, in accordance with Chapter 160A, Sections 232 and 233, of the General Statutes of North Carolina, he shall have the option and privilege of paying the assessment in five (5) annual installments, said installments to bear interest at the rate of 8 percent per annum.

This 4th day of October, 2016

Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Arnita Dula, Deputy City Attorney