

# **A G E N D A**

## **HICKORY CITY COUNCIL**

**September 15, 2015**



**7:00 p.m.**



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

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

Hickory City Council  
76 North Center Street

September 15, 2015  
7:00 p.m.

- I. Call to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Special Presentations
  - A. Alan Barnhardt – Update on Catawba Science Center Projects
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
  - A. Special Meeting of September 1, 2015 **(Exhibit VI.A.)**
  - B. Regular Meeting of September 1, 2015 **(Exhibit VI.B.)**
- VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.
  - A. Budget Ordinance Amendment Number 21 **(First Reading Vote: Unanimous)**
  - B. Grant Project Ordinance Number 1. **(First Reading Vote: Unanimous)**
  - C. Consideration of Changes to Hickory City Code Ordinance Chapter 4 – Animal and Fowl. **(First Reading Vote: Unanimous)**
  - D. Approval of an Invitation to Bid and Contract to Huffman Grading Co. Inc. in the Amount of \$121,287 for Additional Parking at Glenn C. Hilton Jr. Recreation Park. **(First Reading Vote: Ayes: Alderman Meisner, Alderman Seaver, Alderman Guess, Mayor Pro Tempore Zagaroli and Alderwoman. Nay: Alderman Lail)**
  - E. Approval of the Glenn Hilton Park Settlement Agreement in the Amount of \$10,000 and Budget Ordinance Amendment 5. **(Exhibit VII.E.) (First Reading Vote: Unanimous)**
- VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

- A. Approval of a Landscape Grant for Non-residential Property Owned by First Lawyers, LLC, Located at 858 2<sup>nd</sup> Street NE in the Amount of \$2,500. **(Exhibit VIII.A.)**
- City Council created the Landscape Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of their property. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$2,500. The applicant, First Lawyers, LLC has provided two bids for the removal of two existing hard surfaced areas, which are to be replaced by brick sidewalks and landscaping beds. Both estimates exceed \$5,000, and qualifies for the full \$2,500 grant. The Community Appearance Commission voted unanimously (7-0), at their August 24, 2015 meeting, to recommend funding of the requested grant in the amount of \$2,500.*
- B. Approval of a Community Appearance Grant for Non-residential Property Owned by Phillip McCluney Located at 903 10<sup>th</sup> Street NE, in the Amount of \$5,000. **(Exhibit VIII.B.)**
- City Council created the Community Appearance Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of properties located within the City's designated Urban Revitalization Area. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$5,000. The applicant, Phillip McCluney has provided two bids for the renovation of an existing commercial building. Both estimates exceed \$10,000, and qualifies for the full \$5,000 grant. The Community Appearance Commission voted unanimously (7-0) at their August 24, 2015 meeting, to recommend funding of the requested grant in the amount of \$5,000.*
- C. Approval of a Community Appearance Grant for Non-residential Property Owned by Cooperative Christian Ministry (CCM) Located at 31 1<sup>st</sup> Avenue NE, in the Amount of \$5,000. **(Exhibit VIII.C.)**
- City Council created the Community Appearance Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of properties located within the City's designated Urban Revitalization Area. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$5,000. The applicant, Cooperative Christian Ministry has provided two bids for the renovation of the exterior of their facility. Both estimates exceed \$10,000, and qualifies for the full \$5,000 grant. The Community Appearance Commission voted unanimously (7-0) at their August 24, 2015 meeting, to recommend funding of the requested grant in the amount of \$5,000.*
- D. Special Events Activities Application for Rodney Atkins Concert, Megan Meade, Director of Community Relations and Events, Hickory Crawdads, October 17, 2015 from 9:00 a.m. to 1:00 a.m. at 2500 Clement Boulevard NW. **(Exhibit VIII.D.)**
- E. Special Events Activities Application for Symphony Under the Sails, Mandy Pitts, Communications Director/Brand Manager, City of Hickory, September 20, 2015 from 1:00 p.m. to 7:30 p.m. at the Sails on the Square Stage in Downtown Hickory. **(Exhibit VIII.E.)**
- F. Special Events Activities Application for Time of My Life Tour, Megan Meade, Director of Community Relations and Events, Hickory Crawdads, October 16, 2015 from 9:00 a.m. to 1:00 a.m. at 2500 Clement Boulevard NW. **(Exhibit VIII.F.)**

- G. Approval of a Cemetery Deed from City of Hickory to Charlie Crews (Southside Cemetery, Plot 4F, Lot Number 7 and 8, Section 4) (Prepared by Deputy City Attorney Arnita Dula).
- H. Approve the Transfer of Cemetery Deed from Austra B. Friday, by and through her Attorney-in-Fact, Paul Marshall Friday to Betty Beshears, (Oakwood Cemetery, Section 36, Block Q, Lot 2 gravesite numbers 002 and 003) (Prepared by Attorney John G. Fuller).
- I. Citizens' Advisory Committee Recommendations for Assistance through the City of Hickory's Housing Programs. **(Exhibit VIII.I.)**

*The following requests were considered by the Citizens' Advisory Committee at their regular meeting on September 3, 2015: Each of the following applicants are being recommended for approval for assistance under the City of Hickory's 2015 Urgent Repair Program. This program provides qualified low income citizens with assistance for emergency related repairs not to exceed \$7,200.*

- Cassell (Cassie) Deal, 1609 17<sup>th</sup> Street NE, Hickory
- Rosalyn Reinhardt, 721 7<sup>th</sup> Avenue Court SE, Hickory
- Doris Sanders, 410 2<sup>nd</sup> Street SE, Hickory

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

- J. Acceptance of the Bid and Award of the Construction Contract to Hickory Sand Company, Inc. for the Construction of the Sherwood Forest Sewer Project in the amount of \$748,924.50. **(Exhibit VIII.J.)**

*In 1998 Sherwood Forest was identified as a part of the future service areas for the City of Hickory sanitary sewer system. Staff applied for State Revolving Grant funds for completion of this project on April 1, 1999. Staff resubmitted an updated Preliminary Engineers Report in 2009. NCDENR Division of Water Quality and NC Construction Grants and Loans issued final approval on May 10, 2010. The project was approved for a grant to fund construction of necessary sanitary sewer infrastructure to provide public sewer to the homes in this subdivision. City Council approved the Resolution accepting the application for grant funds in July 2010. The project was advertised for bids and found Hickory Sand Company, Inc. to be the lowest responsible bidder. Staff recommends Council accept the bid and award of construction contract with Hickory Sand Company, Inc. in the amount of \$713,261.50, and a contingency of \$35,663 for a total of \$748,924.50 for the Sherwood Forest sewer project.*

- K. Acceptance of the 2015 Justice Assistance Grant in the Amount of \$19,555 and to Serve as the Lead Agency in the Grant Process for a Combined Amount of \$32,455. **(Exhibit VIII.K.)**

*Hickory Police Department requests permission to accept funds from the 2015 Justice Assistant Grant (JAG) to purchase 12 additional body-worn cameras, hardware, hardware service/replacement, and digital evidence management storage. City of Hickory and Catawba County received notification of approval to receive a combined allocation of \$32,455 under the 2015 Assistance Grant Program. Catawba County is eligible for a direct award of \$12,900 and the City of Hickory is eligible for a direct award of \$19,555. There is no match required. The City of Hickory has agreed to serve as lead agency in the grant application process. Hickory Police Department recommends acceptance of the JAG grant to purchase the additional body worn cameras, hardware, service and digital evidence management solution in the amount of \$19,555 and to serve as lead agency in the grant process for a combined amount of \$32,455.*

- L. Acceptance of the Bulletproof Vest Grant for the Purchase of Bulletproof Vests for Police Officers. **(Exhibit VIII.L.)**

*Hickory Police Department requests permission to accept a grant to assist in funding the purchase of bulletproof vests for police officers. The grant will pay up to 50 percent of the cost of NIJ approved vests purchased by Hickory Police Department. Forty-five vests have been requested at an estimated price of \$750 for each vest. Hickory Police Department has a mandatory wear policy for all uniformed officers while on duty. Funds are placed in the police department budget uniform line item annually to purchase vests for police officers. Life expectancy of each vest is approximately five years. The Police Department recommends acceptance of this grant to receive up to 50 percent funding to purchase bulletproof vests for police officers.*

M. Grant Project Ordinance Number 2. **(Exhibit VIII.M.)**

1. *To set up Bulletproof Vest Partnership project to allow for the purchase of 45 vests at (\$750) and \$400.00 shipping for a total expense of \$34,150. The City has received a Federal award from The United States Department of Justice in the amount of \$16,672.24 to pay up to 48.82% of the costs of National Institute of Justice approved vests. The required local match in the amount of \$17,477.76 will be transferred from the original police department operational budget.*

N. Budget Ordinance Amendment Number 6. **(Exhibit VIII.N.)**

1. *The City has received a Federal award from The United States Department of Justice in the amount of \$16,672.24 to pay up to 48.82% of the costs of National Institute of Justice approved vests. The required local match in the amount of \$17,477.76 will be transferred from the original police department operational budget via this Budget Ordinance Amendment request.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. Consolidated Annual Performance and Evaluation Report (CAPER). **(Exhibit XI.A.1.)**

*The U.S. Department of Housing and Urban Development requires the City of Hickory, as a Community Development Block Grant (CDBG) entitlement funding recipient, to report on CDBG monies spent within the previous fiscal year. This report, 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. The CAPER outlines the City's CDBG expenditures from July 1, 2014 through June 30, 2015. Staff recommends approval of the FY2014-2015 Consolidated Annual Performance and Evaluation Report.*

*This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 4, 2015 and September 15, 2015.*

B. Departmental Reports

1. Acceptance of the Bid for the Water Treatment Facility Emergency Power Generator Replacement Project with Crowder Construction Company in the amount of \$2,699,000. **(Exhibit XI.B.1.)**

The City of Hickory Water Treatment Facility was last upgraded in 1993. This upgrade included the installation of a new emergency generator that would provide power for the facility in the event of a power failure. The emergency generator is a permit required critical piece of equipment for operations of the facility. The existing generator is approximately 24 years old and has exceeded the mechanical life of the unit. Vendors cannot provide replacement parts to repair the existing unit. In October of 2014 Council approved contracting with HDR Engineering, Inc. to evaluate the existing conditions, and analyze the generator for proper sizing. The project was advertised for bids and found Crowder Construction Company to be the lowest responsible bidder. The bids received are below the Engineer's Estimate of \$3.0 million dollars. Staff recommends Council accept the bid for the Water Treatment Facility emergency power generator replacement project with Crowder Construction Company in the amount of \$2,699,000. This project is planned as a component of the FY 2015-2016 Capital Budget to be funded from Capital Reserves.

2. Acceptance of the Southwest Hickory Revitalization Strategy Plan for the Southern Desk and Ivey Weaver Cotton Mill. (**Exhibit XI.B.2.**)

The City of Hickory applied for two Community-wide Brownfield Assessment Grants from the US EPA in November 2011. In May 2012, the City received notice that it had been selected to receive two \$200,000 grants to assess petroleum and hazardous materials contamination at Brownfield sites. The City's environmental consultant, AMEC Foster Wheeler, subcontracted with CIII Associates to compete a redevelopment strategy for the former Southern Desk and Ivey Weaver Cotton Mill sites. The City hosted a public workshop in May 2015. After reviewing the existing conditions at the sites, speaking with residents, and conducting market analysis, CIII Associates has presented a mixed use vision to guide future development at the two sites. Staff recommends that City Council accept the Southwest Hickory Revitalization Strategy plan for the Southern Desk and Ivey Weaver Cotton Mill sites.

3. Appointments to Boards and Commissions

**COMMUNITY RELATIONS COUNCIL**

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

Other Minority VACANT

Other Minority VACANT

**HICKORY REGIONAL PLANNING COMMISSION**

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

(Appointed by City Council)

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

Brookford (Mayor to Nominate) VACANT Since 6-2006

Catawba County (Mayor to Nominate) VACANT

**INTERNATIONAL COUNCIL**

(Appointed by Mayor with the Concurrence of City Council)

(9) Positions VACANT

**PARKS AND RECREATION COMMISSION**

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

At-Large Minority VACANT

**PUBLIC ART COMMISSION**

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

Ward 3 VACANT

Ward 4 VACANT David Whitley resigned 9-9-2015

At-Large (Mayor Nominates) VACANT Mylinda Strittmatter resigned 9-8-2015

Alderman Guess to nominate Edwin Dennis, Ward 4 Representative, Public Art Commission.

**PUBLIC HOUSING AUTHORITY**

(Terms Expiring 6-30; 5-Year Terms (Appointed by Mayor)  
Tenant Representative (Mayor Nominates) VACANT

**RECYCLING ADVISORY BOARD**

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

**YOUTH COUNCIL**

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

Hickory Career Arts Magnet VACANT

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

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

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

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

September 1, 2015

A Special Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Thursday, September 1, 2015 at 6:06 p.m., with the following members present:

|               |             |                   |
|---------------|-------------|-------------------|
| Brad Lail     | Rudy Wright | Hank Guess        |
| Bruce Meisner | Aldermen    | David P. Zagaroli |
| Danny Seaver  |             | Jill Patton       |

A quorum was present.

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

Staff present: Planning Manager Cal Overby, Communications Director Mandy Pitts, and Assistant to the City Manager Yaidee Fox

- I. Mayor Wright called the meeting to order. All Council members were present with the arrival of Alderman Seaver at 6:08 p.m. and Alderman Zagaroli arriving at 6:10 p.m.
- II. Discussion of Hickory Newton-Conover Thoroughfare Plan

City Manager Mick Berry advised that Planning Director, with the Western Piedmont Council of Government, Mr. John Marshall would discuss the process involved with the Metropolitan Planning Organization for putting future plans on the map and removal of plans from the map.

Alderman Meisner advised the citizens in attendance, and City Council that he had received a correspondence from Michelle Norris and had left a copy for Council members.

Western Piedmont Council of Governments, Planning Director Mr. John Marshall explained what the Metropolitan Planning Organization (MPO) was and what the MPO does with the Transportation Plans.

Mayor Wright commented that it was good for people to understand the relationship between the City and the various counties and the COG (Council of Government).

Mr. Marshall advised that the COG was the lead planning agency for the four county area MPO. He discussed the membership of the MPO. Up until July 1, 2015 there were 27 local governments. They dissolved the Rural Planning Organization (RPO) on July 1, 2015. The entire Hickory, Lenoir, and Morganton MSA is included in the MPO planning boundaries. They picked up the rural parts of Alexander, Burke, Caldwell, Catawba Counties and the Town of Taylorsville. By taking it into the MSA they made a clean boundary of all four counties. They tried to streamline everything. He showed a PowerPoint presentation and pointed out the boundaries as of July 1, 2015. He pointed out the RPO areas outside of that and the Hickory urbanized area defined by the 2010 census. He pointed out an area that the RPO had inherited, which was part of Iredell County, when the Lake Norman RPO splintered a few years ago. He advised that part had gone back to the Charlotte MPO. He showed the boundaries of all four counties currently. The Greater Hickory MPO now encompasses all four counties. He pointed out the urbanized area from the 2010 census. He advised that the urban core is now over 200,000 for the Hickory, Lenoir, and Morganton area. That puts us in different rules and regulations for MPO. We are a transportation management area, we reached that when we hit 200,000 in an urban core. He pointed out the original Hickory, Newton-Conover MPO boundary. He commented that Alderman Meisner started on the MPO Board in 1986. He advised that they take in the MSA, Hickory, Lenoir, and Morganton's metropolitan's statistical area. It is now the MPO planning boundary.

Mr. Marshall explained what a MPO is. He advised that Alderman Lail and Alderman Meisner both serve on the MPO TAC. He advised that the MPO is a Federal process to conduct local transportation planning in urbanized areas. Hickory became an urbanized area after the 1980 census. We had an urban core of at least 50,000 so we were federally designated as an MPO. The MPO process is a partnership between them and the DOT to make decisions about transportation planning in the urbanized area for planning requirements established by the Federal government for legislation for transportation funding. If we don't have a MPO we don't get Federal funds for highways. He explained some of the things that the MPO does with regards to planning: Long Range Transportation Plan; Comprehensive Transportation Plan; and the Metropolitan Transportation Improvement Program which has to mirror the State Transportation Improvement Program; Air Quality Conforming Analysis; travel demand modeling; Planning Work Program; priority needs list which is now referred to as SPOT 4.0, how they prioritize their projects now; and the Congestion Management Plan. He advised this is something new that they have had to do since they became a TNA over 200,000, which is a new requirement.

Mr. Marshall discussed the make-up of the MPO. He advised that all of the decisions by the MPO were made by the Transportation Advisory Committee (TAC). That is elected officials from all 28 local governments. Hickory gets two representatives because of the population. Everybody else has one. The two representatives currently are Alderman Meisner and Alderman Lail. The TAC is the policy making body of elected officials and then there is a TCC, that is the staff level that makes recommendations to the TAC. That would be people like City Manager Mick Berry, Assistant City Manager Andrea Surratt, and Planning Manager Cal Overby. They serve on the TCC interchangeably. They have a 2040 Long Range Transportation Plan. Federal requirements dictate that they have at least a 20 year horizon on these Long Range Transportation Plans. He displayed maps from the Long Range Transportation Plan. He showed

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roads for Caldwell, Alexander, Catawba and Burke Counties. He showed a map and referred to it as the new project prioritization through the SPOT office. SPOT being the Strategic Planning Office for Transportation at NCDOT. They are allowed so many projects per year that they can submit. There is a lot of projects that are still floating around that have not been funded yet. He commented there are quite a few in the region that are on the books. Some of them are funded some are not. He discussed projects that had been funded: one was a statewide project which was the improvements to US 321 from 13<sup>th</sup> Street in Hickory all the way up to 321A in Granite Falls. Right of way is still scheduled to begin in 2017 on that project. Another funded project was the improvements at 127 between 1<sup>st</sup> and 2<sup>nd</sup> Avenue, the one way pairs near Lyerly Mills. Funded also was the interchange 125 at Lenoir-Rhyne Boulevard. There will be the addition of a clover to relieve congestion. Another project will be the Sweetwater extension. He commented that 321 and the bridge would be a big undertaking. He commented that is a statewide project and had full funding. He displayed the area at Lenoir-Rhyne Boulevard where the clover addition would be added. That will take the traffic going north on Lenoir-Rhyne to help remove that congestion. He displayed the area at Lyerly Mills pointing out 127. There will be the addition of turn lanes in both directions on the one way pairs to clear that up. Traffic backs up all the way to the fire department sometimes. It will make a big difference when complete. He showed the last project funded in the five year cycle which was Sweetwater extension which goes through CVCC's campus.

Alderman Meisner asked if those were funded in the first five years.

Mr. Marshall confirmed that those were funded in the first five years of the STIP. The projects that were funded in the second five years of the STIP are going to be re-evaluated. He showed a map of proposed projects over the years. He commented there were hundreds of them with a lot of projects planned. He commented that lack of funding is the issue.

Mr. Marshall discussed the 1983 Thoroughfare Plan, which was Hickory, Longview, Hildebran and Brookford. In 1986 it switched over to the Hickory, Newton-Conover Thoroughfare Plan. He displayed the first thoroughfare map in the modern era, 1983. He advised it was just the Hickory, Newton-Conover area. He advised that the project in question actually showed up in 1983, which was the project going across the river referred to as Icard Ferry. It is located off the side of 29<sup>th</sup>. He advised that all of the old documentation refers to it as Icard Ferry. He displayed the map from 1986, stating that the project was still on there. He showed a letter from John Tippett's old files which was dated 1990. The letter was talking to Crescent Resources who wanted to develop the property in 1990. He advised that Mr. Tippett gave them information about the planned project coming through there in 1990. He displayed another letter from 1992 to Barry Warren who was the Caldwell County Planning Director. Mr. Tippett had advised that they could put a subdivision in there but would you want to access properties off a major thoroughfare someday. He showed a recorded plat of the properties in question which was recorded in 2001. He advised that the plat showed an alignment for a corridor, which showed potential alignment of the new road when it comes through. It was not dedicated to the public, but it is shown on the map. Crescent at the time put that on the map so that people would be aware that would happen someday. In 1997 there was a feasibility study done. In the mid to late 90's there was a private company that came in, we were getting legislation done at that time to build three toll roads in North Carolina. That legislation was cut back to one. Hickory was going to have the first toll road in modern times since the 20's. It was going to be that bridge. When the private company came in to do evaluations they were moving full steam ahead. Environmental work was going to start on it. This project was going to happen. DOT and the private company could not decide on who was going to do the modernization of the road on the Grace Chapel end and on the 29<sup>th</sup> or Icard Ferry end. The private company was going to come in and build the bridge, and then they were going to force a lot of traffic into Northwest Hickory, southern Caldwell County, but where was that traffic going to go without road improvements. DOT and the private company could not come to an agreement of who would pick up the maintenance or those improvements, and that is what killed the project. He showed the full length of the project at that time and pointed out 127 in Hickory coming up Icard Ferry Road, the bridge, and making improvements to Grace Chapel. He pointed out the portion that effected the property owners. The thought process was to create a north, east, west corridor.

Mr. Marshall showed a letter from 1996 in which there were recommendations on the bridge, 29<sup>th</sup> and over to Caldwell County to actually add 14 feet of pavement so they could accommodate four feet of bike lane. There was going to be bike lane on the bridge and adjoining roads. He displayed a newspaper article from the News Topic in 2002 with the headline "Toll Bridge Proposal Dead in the Water". That is when the private company decided to pull out in early 2000 because there was not an agreement between DOT about the road improvements on either end. He commented that at one time this was the number one ranked project in the Hickory, Newton-Conover Thoroughfare Plan that was not funded at one time back in the 90's.

Alderman Lail asked if this project was analyzed as part of the SPOT plan, and what was its score.

Mr. Marshall advised that they did not submit it. There is a list of projects in the Long Range Transportation Plan that are physically constrained. By physically constraining that project you have to put certain projects in there that they can actually calculate to pay for over certain time periods. He advised this one did not fall into the category to be able to afford. It did not get ranked by SPOT. It is in the system, but it did not rank.

City Attorney John Crone asked what it would take to get that thoroughfare to fruition.

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Mr. Marshall asked to actually get it constructed, time and money. The problem is there are so many projects and so little money.

Mr. Crone asked if that would be a public/private venture in his opinion.

Mr. Marshall commented probably not now. He thinks that we missed the window on that one. It will probably have to go through the process and be constructed by DOT and will have to go through the STIP process. That is the reason that was accelerated at one time. When you go through the regular STIP process sometimes projects take 25-30 years depending on funding.

Mr. Crone questioned if there had been any desire articulated to remove that plan from potential future development.

Mr. Marshall commented that the only thing that they had been done, with regards to removing it from the plan, was from the citizens on the Caldwell side.

Mayor Wright asked the cost to the State for the 321 bridge.

Mr. Marshall advised that the first phase was approximately 43 million dollars. The upper portions are more expensive than that.

Mayor Wright commented that we spend all that money on the 321 bridge, which is going to enhance the trip to 40. He asked how likely it was that DOT would get excited about putting this road and bridge in.

Mr. Marshall explained that would depend if you look at 2011 versus 2005. It depends on what we had in 2005. It is a lot different than what happened in 2011 and 2013. It depends on the growth of the area in the next two decades.

Alderman Guess asked if they were conducting road counts.

Mr. Marshall commented that the ADT was at its peak in 2005 for all roads in the Hickory area, 2011 was the low point in traffic counts. It is starting to slowly go back up. We are back up to over 40,000 on the bridge now.

Alderman Guess asked what kind of count would realistically be needed to move this forward.

Mr. Marshall advised that it depends on what the model shows. When you run the model it looks for alternative routes to try and relieve that congestion. Right now the biggest thing is we can't afford it. Money is just not there for these extra projects. It would be wonderful if we had endless money to build everything on the plan, but that is not going to happen. We are going to deal with a lot of roads that are not going to handle traffic over the next 20 years. As long as the economy comes back and things are successful it is going to be pretty congested. Right now traffic is not horrible in Hickory just because of the economy. When that comes back it is going to be a different story. People forget how crowded it was in 2005.

Alderman Patton asked about the projected time on the 321 project would be with the start time of 2017.

Mr. Marshall advised that could be 2024-2025. You have to think of the magnitude of that project. The railroad bridge, the L Bridge that is going to have to be replaced. What are we going to do with Clement Boulevard, Grace Chapel Road, which is not even mentioning the big span bridges that are going in there? This is a massive, massive project.

Alderman Meisner commented that a lot of this is driven by traffic count. Right now on 29<sup>th</sup> there is huge development on 127, and the Springs Road development. He didn't know if they would use 2013 or 2015 traffic counts.

Mr. Marshall commented that it was going to make a huge difference if they used 2015 counts, it is going up.

Alderman Meisner agreed that it was going to make a tremendous amount of difference. If we can get 2015 traffic counts maybe that could be moved up.

Mr. Marshall referenced finishing McDonald Parkway, a lot of that depending on how that ranks out depends on whether they use 2013 or 2015 counts. That is really what put the damper on that was the 2013 counts.

Mr. Crone asked the role of the municipality in adding or deleting something to the map. He commented that the City didn't have any power to dictate the master plan.

Mr. Marshall advised that the City has input, and a vote. If the City wants something removed from the thoroughfare plan, he used for example, on this particularly project he would need action from the City of Hickory and action from Caldwell County Commissioners to both agreeing to take this project off the thoroughfare plan. Council would have to vote on that and someone from the City, the Mayor or City Manager, would send him a letter stating that the City of Hickory had voted on this, they had public input, and wanted that project removed from the Transportation Plan. When he receives that from both local governments then it would go to the MPO Board, starting with the TCC and get their recommendation, and then to the TAC and they make a final vote. DOT is involved as well.

Mr. Crone confirmed that would take action from the City of Hickory and Caldwell County Commissioners.

Mr. Marshall advised that the MPO Board could not just remove something without public hearings and public input and 30 day comment periods. If you are adding or removing they must have a request from the local government or governments that are effected.

Alderman Lail asked on the 2040 long range plan how many projects might be listed in Catawba County.

Mr. Marshall estimated at least 30 to 35.

Alderman Lail questioned how many of those have reserved rights of way.

Mr. Marshall replied there are a few.

Alderman Lail commented this one would be one of the very few.

Mr. Marshall advised that it is not really reserved, it is just identified on there.

Alderman Lail commented that it is not dedicated right of way, it is not for public use. These folks fully understand that.

Mr. Marshall advised that there was a difference in this one and the one that was done for the southern corridor. The map would actually affect the southern corridor. This one was done voluntarily by Duke Power and Crescent showing that potential. Crescent wanted to identify that on their plat and they did.

Alderman Lail requested an explanation between, as it relates to the Map Act, the southern corridor. Council sees it all the time because it is within their jurisdiction, this is not within their jurisdiction to act upon.

Mr. Marshall stated that the southern corridor is actual a dedicated corridor that they have kept development from happening in there. If they requested a subdivision they would have been told no. That is why this is different because that subdivision was still allowed to happen even though that corridor was planned in there, it was not dedicated.

Alderman Meisner referenced a property off of 5<sup>th</sup> where Hampton Heights is and the Kaylor's built apartments there. There is a 90 foot strip there that is nothing. The City would not let them build on that.

Mr. Marshall pointed out the issue on the corridor map. He commented that if those two lines were not on the map, financial institutions probably would not loan money on those for somebody to buy because they see this potential corridor being built in there.

Alderman Lail asked which local government had signed the plat.

Mr. Marshall stated it is in Caldwell County.

Alderman Lail asked if it was the Caldwell County Planning Director who had signed it.

Mr. Marshall advised that it would be the planning board, County Commissioners, and Register of Deeds.

Alderman Lail asked as a resolution for them, the corridor could stay. The issue is not necessarily the corridor. Do we need connection from 127 to 321? Yes, we might. But the resolution for them would be to rerecord their plat.

Mr. Marshall commented that Crescent did this. He did not know if there was some way to rerecord this plat. The bigger overall project is still there, even if this map was clean and there were no lines on the map. The potential of that bridge is still there. You might be able to sell these lots, but that bridge could possibly still be built. He asked what we be solved? You could sell the property and help the immediate property owner out, but again the bigger issue is the bridge itself.

Alderman Lail questioned if there had been any kind of studies conducted on the alignment of the bridge.

Mr. Marshall advised initially back in the 90's there were.

Alderman Lail confirmed that there was not anything current.

Mr. Marshall stated that there is not a centerline for this project.

Alderman Lail asked what typically happens if DOT places a road and the need to place it over private property.

Mr. Marshall stated that they would pay fair market value.

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Alderman Lail commented that their right of way agents would descend upon whomever and begin to buy property.

Mr. Crone commented that they would try to buy it first and if not by eminent domain.

Mr. Marshall commented that DOT tried to reserve corridors in the past. The problem was that they reserved those corridors for 20 to 30 years and was tying up those people's property. The Legislators created the Map Act because they were tying up people's property for 20 to 30 years without compensation. The Map Act states that if you do not do this within 2 to 3 years, if the project is not moving forward you have to buy it.

Alderman Lail commented or allow the development, you can't restrict it.

Mr. Marshall commented that he would be curious to know if you went to the county to get a permit for this, if they would give them a building permit. The issue is selling the property.

A citizen in attendance, Ms. Denise Poe advised that they couldn't put a boat dock up.

Mr. Marshall commented that the boat dock would be up to Duke Power, they didn't have anything to do with that.

Alderman Meisner commented with a dotted line, it is kind of up to developers to work around it. The City had a big problem with Lowes Hardware because it was adjacent to one of the thoroughfares.

Mr. Crone commented that the interesting thing about this particular plat is that it actually shows it on the plat, and not many plats show that. If there is a map somewhere, and if you are a good title searcher, query as a lawyer, is it part of your duty to check the MPO to make sure that there is not a potential road going through this property.

Mr. Marshall advised that real estate people have to disclose this. If this comes off the map, what is the legal obligation of the real estate person selling these lots in here? He did not know. If it does not show on the map, but they know about it, what is the legality there?

Alderman Meisner stated that one of the neighbors had called him and had purchased their property in 2007. Their realtor told them about the thoroughfare.

Mayor Wright asked when they tell them do you think they say it is never going to happen?

Mr. Marshall commented would you be wrong to say that it is not going to happen for the next 20 to 30 years. Probably not.

A citizen in attendance Ms. Carrie Craymer, commented that is what they are saying with that article about the toll road. She commented that she and her husband live in phase one. When the toll roll went down everyone in the community was under the assumption it was done and not going to happen. Ms. Poe did not buy the property until she was told that by a realtor. Their whole neighborhood felt like this was not going to happen, and probably not going to happen in 40 years. But the people who own the land there are really being held back.

Another citizen, Mr. Charlie Brady commented that Ms. Poe had a buyer, and the buyer was denied a construction loan from the bank. In regards to the Map Act, in a way it is a similar type of thing. Mr. Crone is correct that it is highly unusual to see a thoroughfare plan on a plat. It is rare. There are so many red flags. It has been on that plat since 1994. It is just wooing out there and it is affecting the regular everyday people that are wanting to sell their property because it is noted on the plat.

Mr. Marshall stated that this wasn't recorded until 2001.

Mr. Charlie Brady responded but the plat for Ms. Poe's property was recorded in 1994. How long should something be on a plat and a plan, just like the theory behind the Map Act, affecting all of these people just because it is out there in the cloud somewhere? At some point in time DOT can condemn any piece of property that they want if there is a public purpose for it and people have to be compensated for it.

Mr. Marshall commented that Crescent agreed to that as a courtesy. They wanted to show the property owners that could potentially be there. They wanted to be upfront and they put it on the plat.

Mr. Brady responded that he did not have a problem with that. He felt that Crescent was trying to be open and honest but then it becomes a question of practicality and reasonableness over how long a period of time. These property owners are being held hostage to those two lines on their plats. Here we have a real everyday example of a construction loan being denied by the bank because of those two lines.

Mayor Wright advised that this was a workshop and that dialogue was not allowed at these workshops normally. He commented that he had looked at two mitigating factors for overriding the normal procedure. One of them being that Mr. Marshall initiated the conversation and secondly this is a workshop. He advised that it was okay and that everyone had been very professional, polite and everyone is learning more during this workshop. He clarified the reason

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that they don't allow this to be a "two way street" at all times. He asked how many more situations around the County or Hickory existed.

Mr. Marshall commented that it depends. This is a unique circumstance because it goes through a subdivision. There are corridors all over the four counties that affect property owners.

Alderman Lail commented it is unique because Crescent in this case actually indicated where this plan was. The irony is if DOT was ready to move on this today they are still going to have to purchase this property. Neither DOT nor the City owns this property. They are being denied full use of it.

Mr. Marshall advised that the City of Hickory has nothing to do with this because it is Caldwell County. The City has influence on the overall big picture of the bridge and the project. But this particular line on the map, Hickory City Council has nothing to do with that.

Alderwoman Patton asked should this group go to Caldwell County to get them to change it. For anyone who has a problem with it, is that where they should start.

Mr. Marshall addressed Mr. Brady, a citizen and advised that he did not know the legality of getting them to rerecord this. He might want to look into that.

Mr. Brady advised that probably wouldn't solve the problem because he doesn't know if Crescent would rerecord it. He was not certain of that.

Alderman Guess requested reiteration of what City Council's role would be going forward concerning this particular property.

Mr. Marshall stated this property is in Caldwell County but the project effects Caldwell County and the City of Hickory. The only influence that the City of Hickory would have on this particular project would be if the project is removed from the Long Range Transportation Plan. If the entire project is taken out of the Long Range Transportation Plan, this goes away.

Alderman Lail asked if the City did that who would record a plat that was clean.

Mr. Marshall advised that it would have to be whoever owns the properties. He did not know what Crescent's role would be in that but they would have to go back through the process, and go back through the County.

Alderman Lail commented that at some point the plat is going to have to be cleaned up anyway.

Alderman Guess commented realistically this is out there. The City does not have any direct immediate control over this aspect of it.

Mr. Marshall responded not with this plat.

Alderman Guess commented in reality it is on the back burner and there is no immediate plans.

Mr. Marshall commented it is the "chicken or the egg" thing. What do you do to fix it now? Either you remove the project altogether or figure out a way to work this plat through the Caldwell County system.

Alderwoman Patton commented so it would be for them to go to the Caldwell County Commissioners to take care of this.

Mr. Marshall advised that as far as he knew Caldwell County did not vote on it, but the Commissioners had already indicated that they do not want the overall project to come off of the plan.

Alderwoman Patton questioned if they had addressed the plat issue.

Mr. Marshall advised that the bigger issue was the bridge itself. Which they said they did not want that plan taken out of the Long Range Transportation Plan. This is an underlying issue to that. The project itself is the big picture.

Mayor Wright asked if Council needed to communicate with Caldwell County on this, or do they recommend that these constituents communicate with Caldwell.

Mr. Crone advised that it would be premature for City Council do to anything unless they are anxious to take it off the plat. It is a "catch 22" as Mr. Brady said it affects people that owns property now, but the flipside of that is that is why it is called Long Range Planning. He used for an example 127. Everybody complained when that was widened. What if that wasn't widened? There were lawsuits filed to prevent that. What if 127 was a two lane road? The future is the future. You can't tell whether five years is not reasonable and not predictable. Somewhere down the road, probably after our lifetime, there may be a significant traffic issue that is alleviated by having a toll bridge, or a bridge, or some way to connect that Caldwell County corridor with Catawba County. It is a two edged sword. There was substantial time and effort put into planning this many, many years ago. He commended Crescent for putting it on their plat, they didn't have to. As far as fixing that particular plat issue that is not the City of Hickory's jurisdiction.

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Mayor Wright commented everyone owns property which could be seized by eminent domain. The City of Hickory very rarely, or if every does that. The cat is out of the bag because this is on the plat. Then you have citizens that want to build their dream lifetime home, and they might put a bridge right through there and take their property. But it could happen anywhere.

Alderman Lail commented that this a very conceptual alignment, there is no center line and we don't know what alignment that it would take if the bridge were going to be built. He commented that he was just speaking out of frustration for the property owner, he was not suggesting that there was anything that City Council could do, or that the MPO could do. A connection between 127 and 321 is important. He felt that Caldwell County could figure out how to get that plat cleaned up so Ms. Poe could move on. If this road comes through then DOT can come and pay for whatever is in the way.

Alderman Guess questioned if the citizens had the same meeting with Caldwell County.

Mr. Marshall advised that Ms. Poe had made statements at their Commissioner's meeting, but he did not know how involved that it got.

Mayor Wright advised that the citizens could address Council at their next meeting. He commented that Alderman Lail said it well referring to frustration. The citizens are good taxpayers, good citizens, and Ms. Poe needs to have some resolution.

III. There being no further business, the meeting adjourned at 6:49 p.m.

\_\_\_\_\_  
Mayor

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

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 1, 2015 at 7:10 p.m., with the following members present:

|               |             |                   |
|---------------|-------------|-------------------|
| Brad Lail     | Rudy Wright | Hank Guess        |
| Bruce Meisner | Aldermen    | David P. Zagaroli |
| Danny Seaver  |             | Jill Patton       |

A quorum was present.

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

- I. Mayor Wright called the meeting to order. All Council members were present.
- II. Invocation by Alderman Seaver
- III. Pledge of Allegiance
- IV. Special Presentations
  - A. Summer Library Reading Program

City Manager Mick Berry asked the Children's Services Coordinator of Patrick Beaver Library, Ms. Lisa Neal, to the podium to discuss the summer program at the Library.

Ms. Lisa Neal presented a PowerPoint presentation and shared with Council the projects that happened at the Library over the summer. She discussed why so much effort, money and time was put into the summer reading program. The main goal was to inspire lifelong learning and in still a true love of reading in all of the children. The focus is on fun. She discussed the summer slide, which is the loss of achievement that takes place when children do not read or have access to books over the summer. Children that do not read lose two or three months' worth of academic achievement over the summer. They do not catchup when they go back in the fall. That summer loss is cumulative. By the end of 5<sup>th</sup> grade going into 6<sup>th</sup> grade students that have not been exposed to and have quick, easy access to books throughout their summers can be up to three years behind their other classmates because of their summer slide. Research estimates that 50 to 67 percent of the achievement gap for children living in poverty is the result of summer learning loss because of no access to books. Ms. Neal showed a graph and pointed out the line that represented children from low income homes with no access to books and their reading scores in the fall go down. She pointed out the same low income children who have easy access to books over the summer and their reading scores go way up. The difference is not income, it is books. Books beats the summer slide. She advised that summer school focuses on remediation, and instruction. Public library's focus on enrichment and in stilling that lifelong love of learning. Experts say that the reading achievement gap seen in 9<sup>th</sup> grade students can be traced back to unequal access to summer learning opportunities during the elementary school years. A library card can make a huge difference in a child's life. They also provide computer literacy skills. There is a lot of households in Catawba County who do not have internet computer access at home. It is an essential part of a child's education now. It is in the core curriculum for kindergarten that they must have computer skills, and they must learn those. She advised that two and three year olds get on the computers at the library on a regular basis and they learn how to use the computers.

Ms. Neal advised that the theme this year was "Every Hero Has a Story". The children had a reading log where they kept track of the time that they spent either reading or listening to someone read to them. She advised that they had sections that counted for five hours of reading time and each of those sections would earn the child one free book to keep. Each child who signed up for summer reading could earn up to four free books. She discussed programs that they had during the eight weeks which included an indie rock band called Lunch Money, out of Nashville, Tennessee; dancing stories with April Turner; a mind reader; puppet shows, music; jugglers; comedy acts; storytellers; and the balloon lady. It is not just school age children either. Research has shown that the first five years of life, even the first three years of life, are essential in brain development and learning pre-literacy skills. Children need to learn a lot of things before they can even begin to learn the alphabet and learn how to read. There is story times for all ages. There is baby time for children that are not walking yet, toddler time, and preschool story times. There are five story times per week. They also have therapy dogs for children that are reluctant readers or pet lovers can sit down and spend fifteen minutes reading to a dog.

Ms. Neal stated that early literacy skills are essential. If you don't get started in the early years it makes it harder and harder for children to learn how to read. If you have trouble with reading you have trouble with every single subject. In preschool the teachers of these children are their parents, caregivers, neighbors, and their grandmothers. The library plays an essential part in providing those parents and caregivers with the tools, knowledge and the support to know how to help their children develop to their best. She advised that they also had a lot of fun activities which included crafts, sticking with the super hero theme,

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they made masks, capes, badges, paper beads, and duct tape creations. They had a 4<sup>th</sup> of July parade, a singalong, the crawdads players came which was a big family event and very well attended. The children decorate their bikes, scooters and themselves and parade around the SALT Block. They did a cartooning workshop which was quite successful. She commented to a certain extent it is just entertainment, but the performers who perform at the libraries in the summer are always very mindful of where they are and will make a point of talking about the knowledge obtained from books. She mentioned an event called Books-n-Balls, which was done in collaboration with the Parks and Recreation Department in which literacy activities are done with the children. She discussed the "Game Truck" out of Charlotte, where the children go into it to play video games. There is a limited number of children that could participate in the game truck. The children had to do something extra to earn their ticket onto the game truck. They had to either draw a cartoon, write a poem, or build a model robot out of ordinary household items, or paint a portrait of their super hero. All of the tickets sold out and it was a great time. They had a back to school trivia competition.

Ms. Neal discussed the reading records which only went to 20 hours of reading. The focus was to get children to read a little bit every day. Not to get them to sit down and to read four or six hours every day. A little bit every day will do the trick. Some of the children finished the reading in two weeks. They had super readers where the children could earn the recognition of putting their name up on the wall. They could also enter a drawing to be in one of the "read" posters. The child gets their photo taken with a favorite book, and it is turned into a poster which hangs in the library. The child gets a poster for themselves and one for their school as well. A drawing was held among the children that completed their reading records of 20 hours. She showed a photo of the posters that would be displayed on the library wall this year.

Ms. Neal advised that they had 1,325 children sign up for summer reading at Hickory Public Library. They had 5,737 people who attended the 172 programs they offered over the eight weeks at both libraries. The children that signed up at Hickory Public Library over this past summer read 1,192,400 minutes, which is almost 20,000 hours of book time in Catawba County in eight weeks. She commented that all of it is possible because of the Friends of Library and City of Hickory.

Mayor Wright asked how it ranked with other cities.

Ms. Neal commented she thinks we are the best. Last year's number was almost the same number of children but they only read about 700,000 minutes. They really jumped up this year.

Alderman Guess asked if it was all free.

Ms. Neal confirmed that everything was free. In the past they gave out other prizes in addition they could either choose a book or a toy. This year they just went straight books. You read books you get books. It has been extraordinary. They had more people redeem prizes than they did when they were giving out toys.

Mayor Wright commented that it is paid by the taxpayers, but that is a great bargain for all of us.

Ms. Neal advised that she told the children when they come for a school visit that it is not free it is paid for by their parents. It is prepaid, it is not free.

Mayor Wright thanked Ms. Neal and advised her to keep up the good work.

#### B. Special Recognition

Mayor Wright surprised City Clerk Debbie Miller with a recognition for the prestigious designation of North Carolina Certified Municipal Clerk from the North Carolina Association of Municipal Clerks, along with the School of Government of the University of North Carolina at Chapel Hill.

#### V. Persons Requesting to Be Heard

Mayor Wright advised that a number of people were present to speak regarding the Special Meeting that Council had earlier pertaining to the designation of a thoroughfare on a planning plat for Hickory and Caldwell County which calls potentially for a road through Gunpowder Pointe. He advised of the three minute timeframe. He called on Andrea Bergman who had signed up to speak but she did not come forward to speak.

- A. Mr. Daniel Blackwelder addressed Council regarding a proposed thoroughfare. He advised that they were aware of the proposed thoroughfare for quite some time and his father had developed a subdivision that would fall to the southwest of it. He expressed concerns regarding the lines on a plat that had been presented to Council at their

workshop. He stated that the lines appear to be arbitrary lines in terms of where they fall on the map. He advised that one of the maps shown actually showed the bridge going through his parent's home impacting neighbors along that subdivision. He commented that in reality, Mr. Marshall had said that it was an inaccurate representation of how the thoroughfare and bridge would cross the lake. He was concerned about the potential effect it may have on the marketability of the property in the area. He commented that if the lines are not accurate and are impacting people's ability to use their property, peaceful enjoyment, develop it, sell it, then they should be removed or the planning authority should come back in and do a better job of locating them on the maps so that they more accurately represent where this possible future bridge will go.

- B. Ms. Denise Poe advised Council that she had previously spoken to them. She is fighting against a bridge that she was told would never come. She questioned why Council would want to hold up progress for her, the neighborhood, and for the buyers who would like to build on this property. She advised that the cost of that property was not much when you are going to the expense to build a bridge. She advised that it was a lot to her, and that she needed to sell the property. She asked Council to not prevent this for something that will likely never happen, when it will cause harm for years and years for the people who own the property. She requested Council write a letter supporting the removal of the easement from their property. She stated according to Mr. Marshall that would help.
- C. Mr. Charlie Brady commented that he enjoyed being back in his hometown. He grew up beside the Lenoir-Rhyme campus and had good memories of the town and it was a town that was very good to him and his family. He thanked Council for conducting a workshop regarding the Hickory Newton-Conover Thoroughfare Plan. He advised that rerecording the plat would not be a viable option. As long as the thoroughfare plan is out there, it would be doubtful that Crescent would want to record it without it, as long as that plan was floating out there. If it is withdrawn, and the plat is still in existence, which it would be it is recorded in the Register of Deeds, a title search would discover that and it is a red flag. You would do due diligence to find out the status of the corridor project. Through COG, if it was withdrawn, there would be a statement that would say that is off the table. He commented about the potential inaccuracies that may be currently on the plat. The one that effects Ms. Poe's property was recorded in 1991. Maybe the corridor isn't exactly now in the plan where it was depicted in those old plats. He requested Council urge COG do a review of those plats to see where they mesh with what the current plan is now. That might provide some relief to some people if there are inaccuracies. He stated he did not know if there were inaccuracies or not. This plat has been there for 24 years, and the bridge was "dead in the water" since 2002. He commented that it is a cloud on title. He questioned how long it should affect people like Ms. Poe and other property owners. He urged City Council to help these property owners by voting to have the plan withdrawn. They could take that recommendation to the Caldwell County Commission and talk to them individually. There has not been a formal vote by that board, so it is not a done deal or the final word on the subject. He commented that they did not have an informative session like Hickory City Council did before they discussed it. He advised that would be part of their plan moving forward. He thanked Council.
- D. Ms. Carrie Craymer thanked Council and advised that she had learned a lot from the informative meeting. She advised that she lived in Phase 1 and they had built in 1998. She advised that Phase 1 and 2 were built and later on Phase 3 was built. Unfortunately the folks that built in Phase 3 were misdirected. They had been told many times that the toll bridge was gone. The industry was thriving at that time and there was not as much pressure on the banks with money. That is what is happening with Phase 3 owners that have not built homes. That is being viewed negatively toward the banks. She thanked Council for any support that they would give to the fellow citizens. She thanked Council for listening and giving them this opportunity.
- E. Mr. Larry Pope thanked Council for the opportunity to voice his personal opinion on what was brought to Council by the COG. He commented that once something is in the planning stage, but it interferes with a citizen's right to use their personal property to the fullest capacity, he would hope that City Council would do a letter to Caldwell and advise Caldwell County Commissioners that Council has no problems with this being removed from the plans for a widening of Gunpowder Road. He was of the opinion that if DOT wants to widen that road then let the State come back in and give fair market value to the property owners, instead of holding them hostage by keeping that information floating out there to who knows to who. He encouraged City Council members and the Mayor to do a letter saying to Caldwell County that they do not object to removing the necessary items that will free up the usage by citizens of Caldwell County in that area.

Mayor Wright moved, seconded by Alderwoman Patton to discuss this item although it was not on the agenda. The motion carried unanimously.

Mayor Wright announced that he moved seconded by Alderwoman Patton and the motion carried unanimously.

Mayor Wright asked Mr. John Marshall from Western Piedmont Council of Government (WPCOG) to the podium. He asked Mr. Marshall what the downside of removing the project would be.

Mr. Marshall advised if they ever wanted to build that bridge then it would be hard to get it back in there. Once it is removed from the thoroughfare plan you would have to start all over again. Do you see the potential of growth in the Hickory, southern Caldwell region that would dictate needing that bridge in the future?

Mayor Wright asked what the City had right now. How much time and money is in it at this point?

Mr. Marshall advised that it had been on the thoroughfare plan since 1983.

Mayor Wright asked if things went back on in chronological order.

Mr. Marshall advised that it was not as simple putting it back on as it was taking it off.

Alderman Seaver commented that bridges could be obsolete in 20 years.

Alderman Lail moved that Council send a letter to the Caldwell County Commissioners stating that although they are not petitioning the MPO for removal of the proposed thoroughfare, the Council has no objection to them acting to remove any reservation of rights of way that might relate to that proposed thoroughfare because Council does not know the alignment, there has not been environmental impact studies done, they have no way of understanding where that bridge might be if it is indeed at that point. It is not as if DOT owns that property and we have to hit it at this point because we already own that property. He moved that Council would be very clear that they are not suggesting...

Mayor Wright commented that DOT doesn't own any property.

Alderman Lail commented that DOT owns nothing. He stated that Council would be very clear that they are not removing the project.

Mayor Wright commented that there is no reserved right of way.

Alderman Lail stated correct. We are not removing the project, but they are encouraging them to work with the property owners in Crescent or whatever to resolve the issues as it relates to plat and to title.

Alderman Meisner questioned why this group wouldn't go to the Commissioners by themselves. He asked why Council should take a stand first.

Alderman Lail advised that he was being supportive, and that he did not like bureaucracy.

Mayor Wright commented that they had heard that this could impact people on this side of the river.

Alderman Meisner advised that he could only talk about the next 30 years. We have this plan in northern Hickory, by Crawdads stadium, and water and sewer down to MDI, the growth pattern there is going to be tremendous. For people that live in Viewmont to go to these places, it is going to be 25 minutes. He advised that he was a part of the Council that didn't have the guts to do anything with Geitner Road. He can't see Council making two errors.

Alderman Lail advised that he was not suggesting that Council is not supportive of that link between 127 and 321. His motion did not include that Council recommend that be removed from the thoroughfare plan. That line can stay there.

Alderman Meisner questioned what Council was asking the County Commissioners to do.

City Attorney John Crone asked if there was a second to the motion before the discussion.

Alderman Seaver seconded the motion for discussion.

Alderman Meisner asked again what Council was asking the County Commissioners to do. He questioned if that somewhat implied that Council wants the line to be erased.

Alderwoman Patton asked if it was just asking them to fix the problem on their end, but leave everything else the same.

Alderman Meisner asked Mr. Marshall if Council could do that.

Mr. Marshall commented that Mr. Brady had made it clear that going in there and arbitrarily erasing those lines that showed where the potential corridor could be is not really going to solve their problem. If somebody goes in and does the title research it is still going to show up. Even if you took something and erased those lines, it still doesn't take care of the bigger issue which is the bridge is still coming through there, which is going to have to be disclosed to any potential property owners in the future.

Alderwoman Patton commented that Council wants to help the neighbors, but having the right to reserve that bridge going across 30-40 years from now, it negates the motion.

Alderman Meisner questioned what Council would tell the people on 29<sup>th</sup> Avenue, where 29<sup>th</sup> Avenue is to be widened in five to seven years that can't sell their property. Will Council let them take 29<sup>th</sup> widening off too in Hickory? It is going to impact some property owners. This is a long-range plan. He commented that he feels sorry for these people. Council is thinking about the future thoroughfare plan of Hickory and asking them to juggle dots on a map.

Alderman Lail commented the fact that there is a "reservation not dedicated for public use" on the plat, the fact that those words exist on the plat does not mean that the road will have to go there. And if it does go there Ms. Poe is still going to be compensated by the North Carolina Department of Transportation. He commented that it is beyond him with regards to title and that the title is still clouded, he would defer that to someone else.

Alderman Meisner commented that the travesty is what they are holding is faux hostage for 30 years. If this doesn't come through then those impacted property owners sit there for 30 years.

Alderman Lail commented without just compensation.

Mayor Wright commented that the reason that it hangs over their heads is when people buy their homes they don't do so thinking that the worst thing that could happen is they are going to get their money back. I am going to get paid for this. They are buying the home so they will never have to move again is what they are thinking. That is what hurts whether it is on the transportation plan or on that plat, it is a reminder that has been thought of. That fact this his house is not on one of those plats with dotted lines on it doesn't mean it will not happen to him.

Alderman Lail called the question and restated the motion that Council send a letter to The Caldwell County Commissioners or to the authority having jurisdiction over the subdivision of Ms. Poe's property stating that Council remains supportive of what the Long Range Transportation Plan calls the Icard Ferry Grace Chapel Road widening. Council continues to remain supportive of that project and Council encourages them to consider the needs of Ms. Poe as it relates to the platting of her property.

Mayor Wright questioned if Council was being told that would not make any difference.

Alderman Lail advised that they had been told that, but he did not know. It is the best that he has got.

Alderman Guess commented that Council is just asking them to give her some consideration of what she had brought to City Council.

Alderman Seaver commented that even if it doesn't help it is probably not going to hurt.

Mayor Wright commented that at this point it might just be absolutely cost prohibitive to run it through those neighborhoods. He questioned the location of the area.

Alderman Meisner advised the location of the property coming down 29<sup>th</sup>. He referenced John Clark's property and advised that it is away from Moore's Ferry.

Mayor Wright stated there is a motion and second.

Alderwoman Patton asked who could answer the question that you were told that wouldn't clear anything up.

Mr. Marshall advised that he was just repeating what Mr. Brady had said. If you took it off that plat, that is not taking into consideration trying to get Crescent back involved in rerecording. He commented that he was not saying that couldn't be done, but he was saying if that line was removed if someone does title research on that particular plat it is still going to show up in the past and send up a red flag. He did not know if banks were going to loan money on that.

Mayor Wright moved for Mr. Brady be allowed to speak.

City Attorney John Crone advised Council that there was a motion and a second and the question had been called.

Mayor Wright asked if he called the question.

Alderman Lail confirmed that he called the question.

Mayor Wright commented that Alderman Lail making a motion called the question.

Mayor Wright stated motion by Alderman Lail, do we have a second to call the question. He stated that they would continue the discussion.

Mayor Wright moved, seconded by Alderwoman Patton to allow Mr. Brady to add clarification that he wanted to make. The motion carried unanimously.

Mr. Brady commented that it would be great if the plat could be revised and didn't show any lines. He clarified that what he meant was that is really not likely to happen. The lines are going to remain on that plat. Someone doing the title search would see that plat, if the plan was removed then they would contact COG or DOT and find out that the corridor was no longer in the plan. If he could take a magic wand, get Crescent to rerecord a plat, and there not be any lines on it; that would be great. He did not think that was likely to ever happen. He referenced comments made by Mr. Blackwelder at the beginning of the meeting which was news to him, and no one had asked Mr. Marshall, are the location of the lines on those plat indeed exactly where the plan shows it to be now. Because that is a real problem if the plan, as it exist today, doesn't match up with what is on the plat. He did not know the answer to that question and felt that it was a legitimate inquiry to COG. Mr. Marshall may say they are dead-on. He stated that nobody owns that property except these individual property owners. If that is going to be the exact location of the bridge then they probably have a better crystal ball than anybody else present. That is even more reason that it is unfair because there is this arbitrary plan out there but who knows where it will end up being.

Mr. Marshall addressed the inaccuracy of the maps commenting that the plat shows what it shows. DOT looked at the corridor alignment best they could when those subdivisions were being developed. An accurate map that he referred to is a feasibility study that was done in 1997, nothing to do with the flats. The feasibility study shows a corridor that shoots across the lake and it doesn't dictate exactly where that corridor is going to be. It was just a feasibility study where they connected point A to point B. When they saw the map they saw that the feasibility study did not match what was shown on the plats.

Alderman Meisner confirmed that on the Hickory property it was just a line from point A to point B.

Mr. Marshall stated the feasibility study was done by DOT in 1997.

Alderman Guess asked if Council could request an update to that.

Mr. Marshall replied sure.

Alderman Guess asked if that would be a logical step.

Mr. Marshall advised that they could absolutely ask for an update on that feasibility study.

Alderman Guess commented that might be the next logical step to request an update on that feasibility study. He commented that he understands both sides, but he didn't know if Council would want to take that step tonight if they don't really understand the full impact of what it is that they are deciding.

Alderwoman Patton questioned how long it would take to get an update on the feasibility study.

Mr. Marshall advised anywhere from six months to ten years.

Mayor Wright stated that he was wrestling with this because it was not that he wanted to vote against Alderman Lail's motion. He had no problem with that. If Council does something then he would like for it to have something other than symbolic value. That doesn't mean that he is going to vote against this. Given what Council knows right now, unless somebody else wanted to discuss this, he called the question.

Mayor Wright announced that there was a motion by Alderman Lail, seconded by Alderman Seaver in favor of sending a letter. Ayes: Mayor Wright, Alderman Lail, Alderman Seaver, Alderman Zagaroli; Nays: Alderman Meisner, Alderman Guess, and Alderwoman Patton. The motion carried 4 to 3.

Mayor Wright ensured the citizens that the three do really care about their best interest. He thanked the citizens from both sides of the river for being present and being so polite and professional and giving Council a lot of clarification.

VI. Approval of Minutes

A. Regular Meeting of August 18, 2015

Alderman Seaver moved, seconded by Alderman Lail that the Minutes of August 18, 2015 be approved. The motion carried unanimously.

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

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

Alderwoman Patton 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 Alderwoman Patton seconded by Alderman Seaver and the motion carried unanimously.

A. Approval of the Fire Protection Service Agreement with the Town of Brookford for Fire Service Protection and Medical Related Services. (First Reading Vote: Unanimous)

B. Approval of a Contract for Maintenance between the Town of Hildebran and the City of Hickory for a Sanitary Sewer System. (First Reading Vote: Unanimous)

C. Approval of Change Order 1 with McGill Associates, PA in the Amount of \$40,650 for Engineering Services for Eastwood, Random Woods and Sherwood Forest Subdivisions Sanitary Sewer. (First Reading Vote: Unanimous)

D. Approval of Change Order 1 with Neill Grading & Constructing Company Inc. in the Amount of \$26,129.89 for the Eastwood Sanitary Sewer Project. (First Reading Vote: Unanimous)

E. Budget Ordinance Amendment Number 3. (First Reading Vote: Unanimous)

F. Capital Project Ordinance Number 1. (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 Meisner moved, seconded by Alderwoman Patton approval of the Consent Agenda. The motion carried unanimously.

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

A. Approved a Resolution to Declare 6,225 Surplus Discarded Library Materials.

Staff requests approval of a Resolution to declare 6,225 surplus discarded library materials. These materials will be given to the Friends of the Library to sale at the Friends October 2015 Book Sale and/or at the "Corner Book Store" at Patrick Beaver Memorial Library. The donated and discarded books is the primary fundraising activity of the Friends of the Library and discarded library materials comprise a significant portion of their inventory. The sale of these items ultimately benefits the library, and is an appropriate means of disposing of unneeded materials.

Public Notice advertised on August 22, 2015 in a newspaper having general circulation in the Hickory area.

RESOLUTION 15-23  
A RESOLUTION OF THE HICKORY CITY COUNCIL  
DECLARING SURPLUS LIBRARY BOOKS AND  
AUTHORIZING DONATION TO THE FRIENDS OF THE LIBRARY

WHEREAS, the Hickory Public Library declares a list of 6,225 discarded, out of date in poor condition, or no longer needed to meet the collection development goals of the library; and

WHEREAS, the Library wishes to dispose of said property to The Friends of the Library for their use at the annual October book sale and/or the "Corner Book Store" at Patrick Beaver Memorial Library.

WHEREAS, G.S. 160A-280 allows the city to donate to another governmental unit within the United States, or a nonprofit organization incorporated after advertising and Council approval.

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

SECTION 1. That authorization is given to the Hickory Public Library to dispose of the declared surplus in a manner serving the best interest of the City.

SECTION 2. This Resolution shall become effective upon adoption.

- B. Called for Public Hearing for Consideration of Fiscal Year 2014/2015 Consolidated Annual Performance and Evaluation Report (CAPER). (Authorize Public Hearing for September 15, 2015)
- C. Approved the Transfer of a Cemetery Deed from Agnes Lee Ballenger, single; Donna Davis Ballenger, Davis B. Weaver, and Melissa B. Jordan, Co-Trustees of the Thomas C. Ballenger Revocable Trust Dated October 13, 2011; Donna Davis Ballenger, Davis B. Weaver, and Melissa B. Jordan, Co-Trustees of the Thomas C. Ballenger Family Trust; Lucinda G. Ballenger, and husband, Robert H. Brinkley, III; Melissa B. Jordan and husband Erik W. Jordan; and Davis B. Weaver, single to Donna Davis Ballenger, widow, (Oakwood Cemetery, Section 21, Plot K, Lot A1, Grave Space Numbers 1-5 and 8)(Prepared by Attorney Kimberly H. Whitley).
- D. Approved the Special Events Activities Application for Brews and Bases, Megan Meade, Director of Community Relations and Events Hickory Crawdads, September 12, 2015 from 11:00 a.m. to 6:30 p.m. at 2500 Clement Boulevard. (Exhibit VIII.D.)
- E. Approved on First Reading Budget Ordinance Amendment Number 21.

ORDINANCE NO. 15-40  
BUDGET ORDINANCE AMENDMENT NO. 21

BE IT ORDAINED by the Governing Board of the City of Hickory, that pursuant to Section 15 Chapter 159 of the General Statutes of North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2015.

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

| FUNCTIONAL AREA | INCREASE | DECREASE |
|-----------------|----------|----------|
| Transportation  | 900,000  | -        |
| TOTAL           | 900,000  | -        |

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

| FUNCTIONAL AREA         | INCREASE | DECREASE |
|-------------------------|----------|----------|
| Other Financing Sources | 900,000  | -        |
| TOTAL                   | 900,000  | -        |

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

- F. Approved on First Reading Grant Project Ordinance Number 1.

ORDINANCE NO. 15-41  
GRANT PROJECT ORDINANCE NO. 1

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, that the following grant project ordinance is hereby adopted for the duration of this project.

| FUNCTIONAL AREA                    | INCREASE | DECREASE |
|------------------------------------|----------|----------|
| Economic and Community Development | 200,000  | -        |
| TOTAL                              | 200,000  | -        |

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

| FUNCTIONAL AREA                           | INCREASE | DECREASE |
|---|----------|----------|
| Restricted Governmental Revenue (Federal) | 200,000  | -        |
| TOTAL                                     | 200,000  | -        |

SECTION 2. Copies of the grant project ordinance 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. Consideration of Changes to Hickory City Code Ordinance Chapter 4 – Animal and Fowl.

The City of Hickory approves organizations to use public property, Union Square and other venues, to host events for the public. Over the years citizens and staff have expressed concerns about animals being allowed at these events because of public safety concerns for the citizens and animals attending the event. The Legal Department, Police, Parks and Recreation, and Branding/Public Information Office have worked together to develop proposed changes to the Hickory City Code Chapter 4 (Animal and Fowl) restricting animals within the “footprint” of the approved special event on public property. These proposed changes are in the interest of protecting the public from potential aggressive animals that could cause harm to a humans or another animals. Staff recommends City Council consider changes to the Hickory City Code Chapter 4 (Animal and Fowl) that would restrict animals on public property during approved special events.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on August 21, 2015.

City Manager Mick Berry asked the City’s Chief of Police Tom Adkins to the podium. He advised Council at their August 4<sup>th</sup> Council meeting Chief Adkins presented concepts behind a draft Ordinance to modify the City’s code related to Animal and Fowl. It was duly advertised in a newspaper having general circulation in the Hickory area on August 21, 2015. He asked Chief Adkins to present the information to Council.

Chief of Police Tom Adkins addressed Council and presented a PowerPoint presentation. He reviewed what had previously been discussed on August 4<sup>th</sup>. The Ordinance would restrict animals from the footprint of any city property that was going to be used for a special event. The City requires citizens to complete a Special Events Application through the Development Assistance Center to inform City staff of events that are occurring in the city. They are required on any city property to notify and see if personnel resources are needed for that event and to obtain Council approval to use city property. He referenced the use of Union Square, with events like the Hickory Farmers Market, the Music Series under the Sails, Oktoberfest and Hickory Hops. This Ordinance would not apply to city property that City staff would hold special events on. He referenced Parks and Recreations Bark Bash or Woof Walk. The Ordinance would also apply to events held in areas like the steps at City Hall, or the grassy area over at the SALT Block.

Chief Adkins advised the reason for amending the Ordinance was for the public safety aspect. Staff does not want any animal bites to humans, or other animals. Animals tend to get aggressive at these events, mostly towards other animals. The City Ordinance requires that animals be on a leash which creates trip hazards for event/festival attendees who are attending these events on public property. There is also the potential of animal waste in the footprint of these special events. Event sponsors have also requested this restriction for their events. He advised Council that he was not aware that there had been a bite, which had been reported to the Police Department, on a human or an animal.

Chief Adkins discussed the definition of animal, basically dogs, cats, livestock, and other mammals, birds, reptiles, amphibians, or fish. The primary animal being seen at these events are dogs, but it would apply to all animals. Exception to the Ordinance would be any animal defined by Americans with Disability Act (ADA); any animal that might be part of the event or the parade; animals owned by law enforcement; or animals used as a vehicle for hire. He used for example the carriage rides on Union Square. There is a provision in the Ordinance under

Section (d) that the event sponsor themselves may ask for an event waiver and that would be approved by City Council. They would have to have the required liability insurance to do that.

Chief Adkins discussed the enforcement of the Ordinance. He advised that the public would need to be educated about the change. They would hope that the event advertisements would include that as part of their flyers. If the Ordinance is adopted, and there is an event, the police officers or event staff would inform citizens attending the event of the change in the Ordinance. The last enforcement of the Ordinance would be the police officers could cite someone within that footprint. Police would use good common sense and should get compliance after the citizens are informed of the change to the City Ordinance if adopted. He mentioned other jurisdictions that have adopted this type of ordinance.

Chief Adkins advised Council that after the August 4<sup>th</sup> meeting two public meetings were held with the help of Communications Director Mandy Pitts. They invited veterinarians, and other animal type businesses around the area to inform them of the possible change. They hosted one meeting on August 11<sup>th</sup> at the Hickory Police Department which was attended by two individuals, one being a local veterinarian and the other one a Farmer's Market Board member. The August 15<sup>th</sup> meeting was held at City Hall in Council Chambers at 10:00 a.m. and the Farmer's Market Manager attended that meeting. Chief Adkins had received one phone call from an individual that owned an animal obedience type of business outside of the area. He told Chief Adkins that they use these events to help the animals get social skills around large crowds. He was concerned that if this Ordinance restricted that the events might not be available for his clients. The public hearing was called for on August 18<sup>th</sup> and advertised in the newspaper. Staff recommended Council adopt this Ordinance.

Alderman Seaver questioned if the Ordinance would be enforced for a certain distance from the area of the actual event.

Chief Adkins advised that when organizations fill out a Special Events Application they include a map of the area that they are going to use. It is not to scale. Staff would use that as the footprint of the event. He commented that obviously if someone is walking through, and not going through to the event, Staff would use good judgement and let them go through. Staff would try to steer them away from the event itself.

Alderman Seaver asked if groups could opt out of the enforcement of that.

Chief Adkins replied that they could ask for the waiver. The event applicant could ask for a waiver to remove that restriction. Council could approve that. If they want to have it and want to take responsibility for that, they can apply for the waiver.

Alderwoman Patton commented that the Farmer's Market and Oktoberfest were one of them. She said that the Oktoberfest always has a "pet the dog" type of vendor.

Chief Adkins advised that if it is a part of the event they can do that. He used for example a petting zoo would be exempt from the Ordinance.

Alderman Zagaroli asked if Hickory Police Department would be policing the events like the Farmer's Market.

Chief Adkins replied that just like any event they would use the appropriate amount of resources. He advised that at the Farmer's Market they don't normally have the officers stationed at that event. They may have someone walking through just to do property check of the area. That could be a call for service. He commented that once a citizen is informed that it is no longer appropriate or accepted by City Code then they would just move on.

Alderman Zagaroli commented that the people that are putting the event on would take the responsibility to tell the people.

Chief Adkins commented they could, it just all depends. The Farmer's Market has done some of that. Some of the Oktoberfest staff would be okay with doing that. Obviously if there was a confrontation they would call the Police Department and they would respond.

Alderman Zagaroli questioned if there would be any placards stating the Ordinance placed anywhere.

Chief Adkins advised that they had not talked to public works about that. He commented that there was one event that actually puts that outside their event already. That could be considered as a possibility. The only problem being that for an event like Oktoberfest there are so many ways into the event. You could put it on the normal flow where citizens come in like Main Avenue, 2<sup>nd</sup> Street, but you would probably miss somebody.

Alderman Zagaroli commented that he had heard more about the Farmer's Market problem than anything otherwise. He didn't know if there was a way to have a placard either front and back of that that which stated that this is the Ordinance.

Chief Adkins replied that staff could consider that. It could be put out during the event. If an organization wanted to purchase one of those they could do that.

Alderman Guess suggested encouragement of the event sponsors to us that in their advertisement.

Chief Adkins commented that the events sponsors could put up a sign referencing the Ordinance if they would like to as long as they did it within the boundaries of the sign ordinance itself.

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 to the proposal. No one appeared. Mayor Wright closed the public hearing.

Alderman Guess moved, seconded by Alderman Zagaroli approval of the amending Hickory City Code Ordinance Chapter 4 – Animal and Fowl. The motion carried unanimously.

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

#### ORDINANCE NO. 15-42

#### ORDINANCE AMENDING CHAPTER 4 (ANIMALS AND FOWL) OF THE CODE OF ORDINANCES OF THE CITY OF HICKORY

WHEREAS, the City of Hickory has the authority, pursuant to N.C.G.S. § 160A-186, to regulate the keeping of domestic animals; and

WHEREAS, the authority to regulate the keeping of domestic animals is applicable to the keeping of animals on public properties and at public events; and

WHEREAS, the City Council has determined it is in the interest of the public's health, safety and welfare to amend Chapter 4 of the City Code to address certain animal matters in relationship to their impact upon public properties and public events;

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

Section 1. Amended.

Chapter 4 of the Hickory City Code is amended as set forth herein.

Section 2. Amendment

Section 4-25 which has been reserved shall now be utilized and the following provision assigned to that section in its entirety:

4-25. Animals at events.

- (a) Applicability. This section shall apply to any public event on city property, in which a special event application is required. The presence of animals at these events poses health and safety concerns for both the spectators and animals. Sponsors of other events may also request the city manager or his authorized designee in writing to apply the provisions of this section to such events.
- (b) Unlawful to have animal at an event. It shall be unlawful for any person owning, having possession, charge, custody or control of any animal, as

defined in subsection (f) herein, to take that animal, whether on a leash or otherwise, into or allow the animal to enter the boundaries of any 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.

- (c) Failure to remove animal. It shall be unlawful for any person with an animal within the boundaries of a special event to fail to obey the command of a law enforcement officer or animal control officer to remove such animal from the event.
- (d) Exceptions. This section shall not apply to those animals part of an authorized event, exhibit, or parade. The special event operator and sponsor shall be responsible for immediately cleaning up and removing any animal waste from animals that are part of an authorized exhibit or parade. All animal waste shall be disposed of properly. This section also shall not apply to service dogs or other animals relied upon by persons with disabilities, to animals owned and controlled by public law enforcement agencies, or to animals used by a vehicle for hire in accordance with applicable City ordinances.
- (e) Waivers. An organizer of an event to which this ordinance applies 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.
- (f) Definitions. For the purposes of this section, the term "animal" shall mean every vertebrate and invertebrate nonhuman species of animal, wild or domestic, male or female, including but not limited to, dogs, cats, livestock and other mammals, birds, reptiles, amphibians and fish. The term "event" is applicable to all public events on city property for which a special event application is required.

Section 3: Severability.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Repealed.

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

Section 5. Effective Date.

This Ordinance shall become effective immediately upon adoption.

B. Departmental Reports:

1. Appointments to Boards and Commissions

**COMMUNITY RELATIONS COUNCIL**

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

Other Minority VACANT  
 Other Minority VACANT

**HICKORY REGIONAL PLANNING COMMISSION**

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

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

**INTERNATIONAL COUNCIL**

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

Mayor Wright nominated Cynthia Ferrell to International Council.

**PARKS AND RECREATION COMMISSION**

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

**PUBLIC ART COMMISSION**

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

Mayor Wright nominated Beth Bowman to Public Art Commission, At-Large Representative.

**PUBLIC HOUSING AUTHORITY**

(Terms Expiring 6-30; 5-Year Terms) (Appointed by Mayor)  
 Tenant Representative (Mayor Nominates) VACANT

**RECYCLING ADVISORY BOARD**

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

**YOUTH COUNCIL**

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

Hickory Career Arts Magnet VACANT

**NORTH CAROLINA LEAGUE OF MUNICIPALITIES**

Voting Delegate/Alternate for Annual Business Meeting October 12, 2015 (1:00 – 2:00 p.m.) Benton Convention Center, Winston-Salem, NC

Mayor Wright nominated himself as the voting delegate for the North Carolina League of Municipalities meeting.

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

Mayor Wright advised that the League of Municipalities meeting was an excellent opportunity to network with others. He enjoyed attending the exhibitions which included anything from fire trucks, garbage trucks, to instant communication instruments between residents and the city. He recommended that everyone give some thought to going. Hickory is in the rotation for this event, so he feels it is important to support the events when they are held in the other areas.

Alderman Seaver questioned the dates of that event.

Mayor Wright commented that the business meeting was October 12<sup>th</sup>.

City Manager Mick Berry advised the event dates, October 10-13.

C. Presentation of Petitions and Requests

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

City Manager Mick Berry asked Council to consider going into Closed Session to discuss potential litigation NCGS §143-318.11(a)(3) and economic development under NCGS §143-318.11(a)(4).

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

Alderwoman Patton commented that she attended the Viewmont Business Association meeting and they had incorporated the City's logo in their logo. They have the Street Strut coming in September. There are 44 businesses signed up to participate and promote the Viewmont area. She commented that the Science Center is putting on a portal to science that is helping the Caldwell Social Services, Burke, Alexander, Catawba, and Catawba Public Health to get disadvantaged children access to the Science Center. They want everybody to have access there.

Mayor Wright advised that he had presented a proclamation to Lenoir-Rhyne University on their 125<sup>th</sup> Anniversary, which will continue all year. This year they have a record enrollment at their three campuses. They have a record number of freshman, 500 student athletes, and 50 international students. We are very proud of Lenoir-Rhyne and the contribution that they have made, and are continuing to make.

Mayor Wright commented that Benton Blount from Granite Falls would be on America's Got Talent. He encouraged citizens to cast a vote for him.

Alderman Seaver commented that Hickory was one of the top six small college towns in North Carolina, because of the relationship between Hickory and Lenoir-Rhyne.

Mayor Wright advised great article in "Our State" magazine.

Alderwoman Patton moved that Council go into closed session to consult with the attorneys to discuss the items of potential litigation and economic development, seconded by Alderman Seaver. The motion carried unanimously.

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

At approximately 8:22 p.m. Council went into Closed Session.

At approximately 9:00 p.m. Council reconvened to open session.

Alderman Lail moved seconded by Alderman Seaver to approve the Glenn Hilton Park Settlement Agreement with any necessary technical corrections. The motion carried unanimously.

Mayor Wright moved seconded by Alderman Seaver to adjust the budget to meet the financial obligation of the settlement. The motion carried unanimously.

ORDINANCE NO. 15-43  
BUDGET ORDINANCE AMENDMENT NO. 5

BE IT ORDAINED by the Governing Board of the City of Hickory, that pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2015.

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

| FUNCTIONAL AREA    | INCREASE | DECREASE |
|--------------------|----------|----------|
| General Government | 10,000   | -        |
| TOTAL              | 10,000   | -        |

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

| FUNCTIONAL AREA | INCREASE | DECREASE |
|-----------------|----------|----------|
| Contingency     | -        | 10,000   |
| TOTAL           | -        | 10,000   |

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

XIV. There being no further business, the meeting adjourned at 9:05 p.m.

\_\_\_\_\_  
Mayor

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

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the "Agreement") is made and entered into as of the latest date set forth below, by and between Mark Faruque and Laura Faruque ("Property Owners"), and The City of Hickory, North Carolina ("City"). The Property Owners have alleged the City damaged their property by removing a vegetative buffer as the City prepared an adjacent parcel for the construction of the Glen Hilton Park overflow parking lot. The Property Owners also have alleged the City's actions constitute an act of inverse condemnation. The parties now desire to settle, resolve, compromise and finally, fully, and completely dispose of all areas of dispute that are currently known between the property owners and the City of Hickory.

NOW, THEREFORE, in consideration of the recitals set forth above and mutual covenants and promises hereinafter set forth, or other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Construction of the Parking Lot with Appropriate Screening

The Property Owners understand and acknowledge the City has the right to construct a parking lot on the parcel adjacent to their property. The City agrees to screen the parking lot in accordance with the revised landscaping plan which has been shown to Property Owners. The screening buffer will consist of an 8' wooden privacy fence installed on a 1'-2' berm with landscaping consisting of 20+ trees and bushes on the city's property and on the side of the fence facing the Property Owners' property. The trees and bushes will help screen the fence from view from the Property Owners' property. The City agrees to maintain the screening buffer to the same level as initially installed in accordance with the landscaping plan.

2. Settlement Payment to Property Owners.

Upon execution hereof, City will pay a total of ten thousand dollars (\$10,000.00) to Property Owners for attorneys' fees, the removal of the vegetative buffer, and any claims of inverse condemnation in full satisfaction and settlement of the claims.

3. Release by Property Owners.

In consideration of this Agreement, and effective only upon receipt in full of the Settlement Payments and , Property Owners hereby release and forever discharge City, its officers, directors, shareholders, partners, members, agents, attorneys, employees, successors, predecessors, heirs, assigns, subsidiaries, affiliated or related entities, insurers, and all persons or entities, present, former and future, who are or might be liable, of and from any and all claims that Property Owners have or might have against City whether known or unknown that arise from or relate in any way to the building of the parking lot and the removal of the vegetative buffer , and Property Owners hereby acknowledge full and final settlement and accord and satisfaction of all claims. demands, actions or causes of action that Property Owners or any of Property

Owners' agents, attorneys, employees, successors, predecessors, heirs, assigns, officers, directors, shareholders, partners, subsidiaries, affiliated or related entities, or insurers have or may have against City arising out of or related in any way to the construction of the parking lot, the removal of the vegetative buffer, and any claims of inverse condemnation.

4. Release by City.

In consideration of this Agreement, the release of liability provided herein, and the agreement by Property Owners to accept the Settlement Payment and the landscaping plan for the parking lot, City hereby releases and forever discharges Property Owners their partners, agents, attorneys, employees, successors, predecessors, heirs, assigns, affiliated or related entities, insurers, and all persons or entities, present, former and future, who are or might be liable, of and from any and all claims that Hickory has or might have against Property Owners whether known or unknown - that arise from or relate in any way to construction of the parking lot, the removal of the vegetative buffer, and any claims of inverse condemnation, and City hereby acknowledges full and final settlement and accord and satisfaction of all claims, demands, actions or causes of action that City - or any of City's agents, attorneys, employees, successors, predecessors, heirs, assigns, officers, directors, shareholders, partners, subsidiaries, affiliated or related entities, or insurers - have or may have Property Owners arising out of or related in any way to the construction of the parking lot, the removal of the vegetative buffer, and any claims of inverse condemnation.

5. Non-Disparagement.

Each party hereto including without limitation each party's officers, directors, shareholders, partners, members, agents, attorneys, employees, successors, predecessors, heirs, assigns, subsidiaries, affiliated or related entities agrees not to engage in any communications or conduct with the intent or effect of disparaging the other party hereto in any way.

6. Non-Admission.

The parties' signing of this Agreement to take the proposed action set forth herein in no way constitutes any admission of liability or violation of any law or regulation, and the parties expressly deny the same, this Agreement being entered into solely to avoid the cost and uncertainty of further proceedings or litigation. Nothing in this Agreement may be used against any party hereto in any way, except for the enforcement of its terms and provisions.

7. Counterparts.

The parties hereto agree that this Agreement may be executed in counterparts as if executed as one document.

8. Consideration Acknowledged.

The parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation and right contained in this Agreement.

9. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, trustees, directors, officers, shareholders, members, predecessors, successors, and assigns, and the individuals signing below hereby confirm that they are authorized to execute this binding agreement on behalf of the respective parties.

10. Involvement of Counsel and Advisors, Voluntary Execution.

Each party represents and acknowledges that it has been afforded full opportunity to discuss all aspects of this Agreement with legal counsel, tax advisors and/or financial advisors of its own choosing, and that it executes this Agreement without reliance upon any statement or representation of any party or their representatives. Each party further represents and warrants that it has reviewed this Agreement, fully understands all of its provisions, and voluntarily and knowingly signs this Agreement.

11. Entire Agreement.

The parties covenant and agree that this Agreement contains the entire agreement between the parties hereto, that all agreements and understandings between the parties are embodied and expressed herein, and that any pre-existing agreements or contracts between the parties are superseded by this Agreement.

12. Mutual Drafting.

This Agreement is the result of negotiations between the parties and shall be considered as being mutually drafted by the parties.

13. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date(s) indicated below.

**SIGNATURES TO FOLLOW ON THE NEXT PAGE**

CITY OF HICKORY,

A North Carolina Municipal Corporation

ATTEST: (SEAL)

By: \_\_\_\_\_  
Mick Berry, City Manager

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

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

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

Owner

\_\_\_\_\_(SEAL)  
Mark Faruque

Owner

\_\_\_\_\_(SEAL)  
Laura Faruque

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

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

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

My Commission Expires:

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

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

I, \_\_\_\_\_, a Notary Public of said County and State, certify that **Mark Faruque and Laura Faruque**, personally came before me this day and acknowledged execution of the above and foregoing act as their free and voluntary act for the use and purposes set forth therein.

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

My Commission Expires:

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

**BUDGET ORDINANCE AMENDMENT # 5**

**BE IT ORDAINED** by the Governing Board of the City of Hickory, that pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2015.

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

| FUNCTIONAL AREA    | INCREASE | DECREASE |
|--------------------|----------|----------|
| General Government | 10,000   |          |
| <b>TOTAL</b>       | 10,000   | -        |

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

| FUNCTIONAL AREA | INCREASE | DECREASE |
|-----------------|----------|----------|
| Contingency     |          | 10,000   |
| <b>TOTAL</b>    | -        | 10,000   |

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Community Appearance Commission**  
**Contact Person: Cal Overby, Planning Department**  
**Date: August 25, 2015**  
**Re: Landscape Grant – First Lawyers, LLC**

**REQUEST**

The Community Appearance Commission recommends City Council approval of a Landscape Grant for non-residential property owned by First Lawyers, LLC located at 858 2<sup>nd</sup> Street NE, in the amount of \$2,500.00.

**BACKGROUND**

The City Council created the Landscape Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of their property. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$2,500.00.

**ANALYSIS**

The grant proposal put forth by First Lawyers, LLC involves the removal of two existing hard surfaced areas, which are to be replaced with brick sidewalks and landscaping beds. All non-residential properties within the City are eligible for Landscape Grants.

The applicant has provided two (2) bids for the items listed above, which total \$5,890.00 and \$5,955.00. Since both estimates are in excess of \$5,000, the request qualifies for the full \$2,500 grant.

The current tax value of the property is \$1,008,700.00. The value of the grant represents approximately 0.24% of the property's tax value.

**RECOMMENDATION**

Upon consideration, the Community Appearance Commission voted unanimously (7-0) to recommend funding of the requested grant in the amount of \$2,500.00. This vote was taken at the Commission's August 24, 2015 regular meeting.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian M. Frazier 8-25-15  
Initiating Department Head Date

Robyn Miller 9-8-15  
Asst. City Manager, W. Wood Date

Melissa Miller 9-10-15  
Finance Officer, Melissa Miller Date

Bo Weichel 9-11-15  
Purchasing Manager, Bo Weichel Date

Amata M. Dula 9-8-15  
Deputy City Attorney, A. Dula Date

A. Surratt 9/10/15  
Asst. City Manager, A. Surratt Date

\_\_\_\_\_  
Administrative Services Director Date  
M. Bennett

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

M. Berry  
City Manager, M. Berry

\_\_\_\_\_  
Date



Life. Well Crafted.

Office of Planning and Development

**MEMORANDUM**

To: Hickory City Council

From: Community Appearance Commission

Re: First Lawyers, LLC – Landscape Grant

---

First Lawyers, LLC has submitted an application for a Landscape Grant. The proposal involves the grounds of property 858 2<sup>nd</sup> Street NE (NC 127 N).

The grant proposal put forth by First Lawyers, LLC involves the removal of two existing hard surfaced areas, which are to be replaced with brick sidewalks and landscaping beds. All non-residential properties within the City are eligible for Landscape Grants.

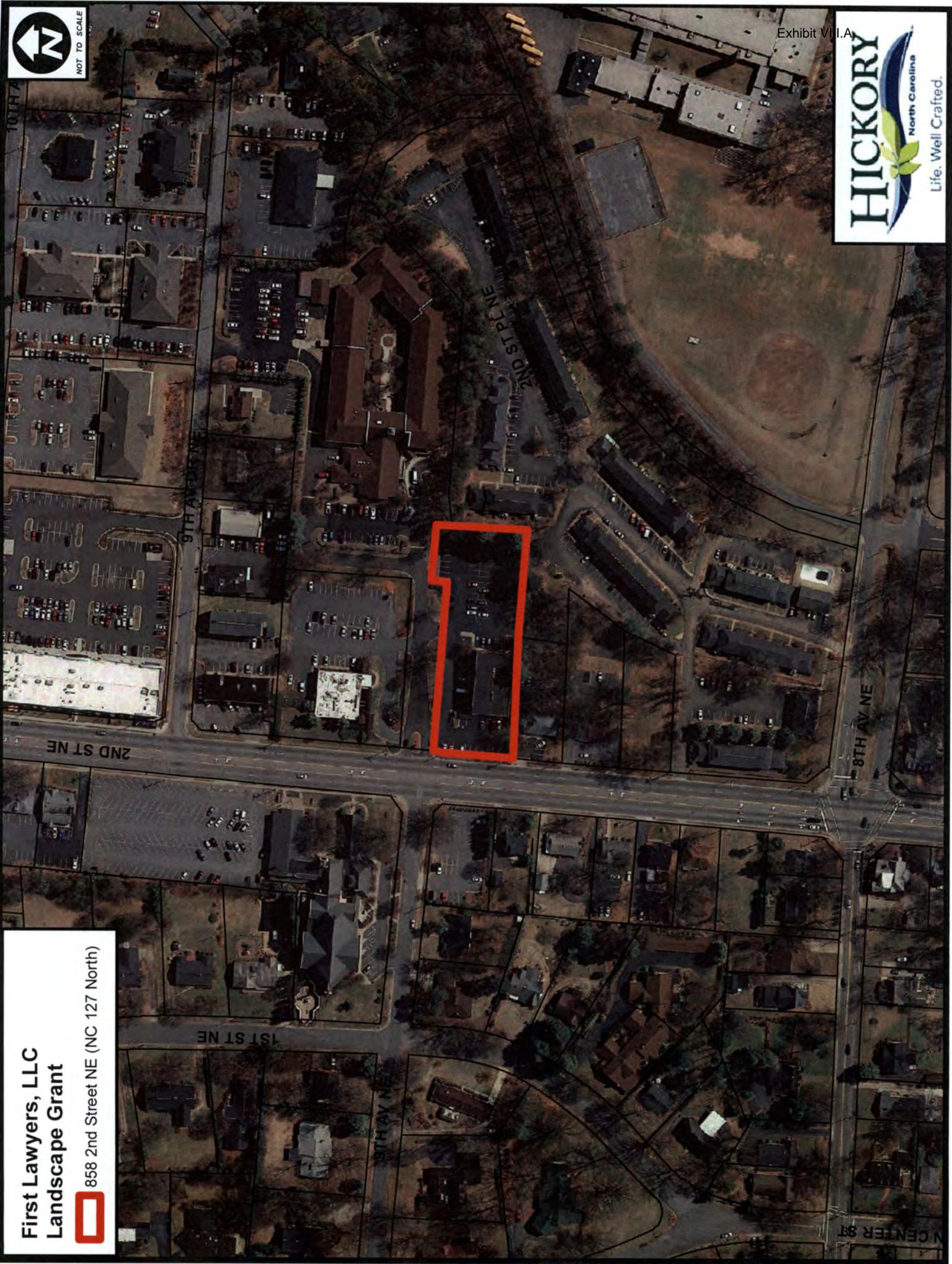
The applicant has provided two (2) bids for the items listed above, which total \$5,890.00 and \$5,955.00. Being both estimates are in excess of \$5,000, the request qualifies for the full \$2,500 grant.

The Community Appearance Commission and Hickory City Council approved funding this grant proposal in fiscal year 2014 / 2015; however, project delays made it impossible to complete within the timeframe specified on the approved grant contract. Please refer to the attached letter from Terry Taylor.

The Community Appearance Commission voted unanimously (7-0) to recommend funding of the requested grant in the amount of \$2,500.00. This vote was taken at the Commission's August 24, 2015 regular meeting.



Exhibit VI.A



**First Lawyers, LLC  
Landscape Grant**



858 2nd Street NE (NC 127 North)

**YOUNG, MORPHIS, BACH & TAYLOR, LLP**

ATTORNEYS AT LAW  
FIRST LAWYERS BUILDING  
400 SECOND AVENUE, NW (28601)  
POST OFFICE DRAWER 2428  
HICKORY, NORTH CAROLINA 28603-2428  
www.hickorylaw.com

TELEPHONE: 828.322.4663  
FACSIMILE: 828.322.2023  
EMAIL: TerryT@hickorylaw.com

CHARLES R. YOUNG, SR. (RETIRED) ♦  
THOMAS C. MORPHIS (1947 - 2009)  
WAYNE M. BACH  
TERRY M. TAYLOR ♦  
PAUL E. CULPEPPER  
KEVIN C. MCINTOSH  
JIMMY R. SUMMERLIN, JR.  
TIMOTHY D. SWANSON  
JOHN W. CRONE III  
JORDAN L. FAULKNER  
JAMES R. HAWES

♦ CERTIFIED MEDIATOR  
♦ BOARD CERTIFIED SPECIALIST IN REAL  
PROPERTY LAW-RESIDENTIAL,  
BUSINESS, COMMERCIAL &  
INDUSTRIAL TRANSACTIONS

May 28, 2015

**VIA ELECTRONIC MAIL**

Mr. Cal Overby  
City of Hickory  
P.O. Box 398  
Hickory, NC 28603

Re: First Lawyers, LLC / Landscape Grant Agreement

Dear Cal:

Please accept this letter as a request for this to be put on the July 27th Agenda of the Appearance Commission as a new application for a completion date on the Landscape Grant Agreement as October 1, 2015. The plans and designs for the building took the Architect longer than expected and the Building Permits have just now been secured. The construction has now been initiated as of May 1, 2015. We would respectfully request this project to be re-submitted as we will not have work completed by the June 30, 2014 budget year. All project improvements including landscaping is projected to be completed now on or before October 1, 2015. We feel the project improvements and landscaping will be a great improvement over the empty building and look forward to being an active community member in the Viewmont area once construction has been completed and we have relocated our business.

Thanks in advance for your assistance in this regard.

Very truly yours,

YOUNG, MORPHIS, BACH & TAYLOR, LLP



Terry M. Taylor

TMT:sah  
cc: Scott Mitchell, via email

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

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

**LANDSCAPE  
GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **CITY OF HICKORY**, a municipal corporation of Catawba County, North Carolina, hereinafter referred to as the CITY, and having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, and **FIRST LAWYERS, LLC**, hereinafter referred to as the RECIPIENT, and having a mailing address of PO Drawer 2428, Hickory, North Carolina 28603.

WITNESSETH

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

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

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

1. The Recipient agrees to utilize the grant funds to fulfill that project described in the Landscape Incentive Grant Application attached hereto as Exhibit "A" and to utilize said funds solely for physical improvements. Said application is made a part of this Agreement and incorporated herein by reference as if more fully set forth.
2. The Recipient agrees to improve those premises described in Exhibit "A" in accordance with the intent of the City Center Plan to enhance the aesthetic integrity of the premises in accordance with the specifications established in attached "Exhibit A".
3. The Recipient agrees to maintain the design integrity of the proposed improvements, creating, retaining and/or modifying those elements, which enhance the premises.
4. The Recipient agrees to abide by and conform all construction, rehabilitation, renovation, demolition, and landscaping undertaken pursuant to this agreement to all applicable laws of the United States, the State of North Carolina, and those applicable provisions of the ordinances of the City of Hickory directly or indirectly related to the subject matter of this agreement.
5. The amount of this grant is Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00), payable upon completion of said project, and submission of documentation confirming payment of all contractors and/or subcontractors, provided said project is completed within 120 days from the date of this agreement being

signed in accordance with those provisions specified in the Landscape Incentive Grant Application.

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

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

**CITY OF HICKORY**

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

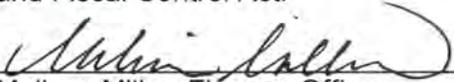
ATTEST: (SEAL)

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

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

  
\_\_\_\_\_  
Arun M. Deola  
Attorney for the City of Hickory

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

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

Terry M Taylor  
TERRY M. TAYLOR

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

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

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

(Seal)

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

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

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Teresa L Hamby, a Notary Public of the County and State aforesaid certify that **Terry M. Taylor** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 2 day of September, 2015.



Teresa L Hamby  
Notary Public

My Commission Expires: 3-14-2019

### Landscape Incentive Grant Application Form

PROJECT LOCATION: 858 2nd Street, NE, Hickory, NC 28601

APPLICANT'S NAME: First Lawyers, LLC

Mailing Address: P.O. Drawer 2428  
Hickory, NC 28601

Telephone: Day: (828) 322-4663 Cell: 828-850-1313

E-mail address: TerryT@hickorylaw.com

OWNER'S NAME (if not the Applicant): \_\_\_\_\_

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

Telephone: Day: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description: See attached Exhibit A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Estimated Project Cost \$ 30,156  
Grant Request Amount \$ 2,500

**Required Attachments**

This information must be clearly presented and include enough detail to enable the staff and the CAC to accurately evaluate the application. Applications will be held without review until all information is received. Additional information may be required if necessary to fully explain the proposed project.

- Property Deed or Lease;
- Color photographs of the existing site or project area;
- A plan (drawing) of the site showing the exact location of proposed plantings and improvements;
- A detailed list of the types and sizes of plant materials to be used;
- A brief written description of the project (space provided on Page 3 or use separate page); and
- Two cost estimates/bids.** Cost estimates must be from two different companies or individuals who are capable of performing the proposed work as outlined.

**Certification by Applicant and Owner**

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

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

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 FIRST LAWYERS, LLC  
 Owners Signature: By: Terry M. Taylor Date: 8/14/14  
 (Owners signature must be notarized) Terry M. Taylor, Member/Manager

**NORTH CAROLINA  
CATAWBA COUNTY**

\*See attached LLC Notary

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

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

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

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

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Sherry A. Hollar, a Notary Public for Catawba County, North Carolina, do hereby certify that **Terry M. Taylor**, Member/Manager of **First Lawyers, LLC**, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal this 28 day of July, 2014.



Sherry A. Hollar  
Notary Public  
Print Name: Sherry A. Hollar  
My Commission Expires: 3/10/2018

### BRIEF DESCRIPTION TO PROJECT

The existing building located at 858 2<sup>nd</sup> Street, NE is being renovated inside and out for occupancy by Tenants for move in early next year when all renovations have been completed. The exterior renovations will include new landscaping and new entrance ways and façade improvements being made. Attached is a detailed list of those portions of items that pertain to the exterior façade and landscaping improvements that qualify under the Grant Program.

3245-1815

FILED **Catawba County**

on **Jun 24, 2014** at **01:34:00 pm**

Excise Tax **\$1800.00** (MC)

INST. # **09284**

**DONNA HICKS SPENCER,**  
Register of Deeds

BK **03245** Pg **1815-1821**

**SPECIAL WARRANTY DEED**

Excise Tax: \$1,800.00

Tax Parcel ID No. 370315743054; 3703157430540101; 3703157430540102; 3703157430540201;  
3703157430540202; 3703157430540203; 3703157430540301; 3703157430540302; 3703157430540303

Verified by \_\_\_\_\_ County

on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

Mail/Box to: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28601

This instrument was prepared by: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28601

Brief description for the Index: 858 2<sup>nd</sup> Street, NE, Hickory, NC 28601

THIS DEED, made this the 24<sup>th</sup> day of June, 2014, by and between

**GRANTOR: NORTH PARK HICKORY, LLC, a North Carolina limited liability company**  
whose mailing address is **P.O. Box 848, Hickory, NC 28603**  
(herein referred to as **Grantor**) and

**GRANTEE: FIRST LAWYERS, LLC, a North Carolina limited liability company**  
whose mailing address is **P.O. Drawer 2428, Hickory, NC 28603**  
(herein referred to as **Grantee**) and

*[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]*

**WITNESSETH:**

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the City of **Hickory**, County of **Catawba**, State of **North Carolina**, more particularly described as follows:

**See attached Exhibit "A"**

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book **3155**, Page **1287**, and being reflected on plat(s) recorded in Map/Plat Book \_\_\_\_\_, page/slide \_\_\_\_\_.

All or a portion of the property herein conveyed \_\_\_\_ includes or X does not include the primary residence of a Grantor.

201005-1

3245-1816

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following Exceptions and Reservations:

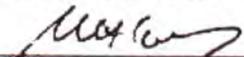
1816

ANY AND ALL OF PUBLIC RECORD

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

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

NORTH PARK HICKORY, LLC

By:   
Nathaniel H. Kolmes, Sole Manager

**UNRECORDED**

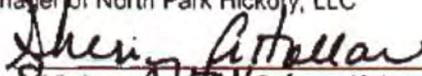
State of North Carolina  
County of Catawba

(Official/Notarial Seal)

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document:

Nathaniel H. Kolmes, Sole Manager of North Park Hickory, LLC

Date: 6/24/2014

  
Sherry A. Hollar Notary Public  
Notary's Printed or Typed Name



My Commission Expires: 3/10/2018

3245-1817

## EXHIBIT "A"

1817

**TRACT I: (COMMON AREA) - PARCEL ID NO. 370315743054:**

BEGINNING at an old iron stake in the Eastern 50 foot right-of-way margin of Second Street NE, said beginning point marking the Northwestern corner of the Henry F. Travis property, and running thence from said beginning point with the Eastern 50 foot right-of-way margin of Second Street, NE, North 5° 18' East 124.95 feet to an old iron stake; thence with the Southern 50 foot right-of-way margin of an unnamed and unopened street, South 84° 13' 50" East 278.14 feet to an iron stake; thence North 5° 22' 35" East 25.00 feet to an iron stake; thence South 84° 13' 50" East 88.05 feet to an iron stake; thence South 5° 22' 35" West 25.00 feet to an old iron stake; thence continuing South 5° 22' 35" West 119.96 feet to an old iron stake; thence with the Northern line of property now or formerly owned by Colonial Realty Company, Inc., North 85° 02' West 159.71 feet to an old iron stake marking the Northeastern corner of the Henry F. Travis property; thence with the Northern line of the Travis property, North 84° 59' 40" West 206.31 feet to the point of the BEGINNING and containing 1.08 acres.

The above description including all rights in and to Unit 301 and Common Area Future Development as set forth in Plat Book 26, Page 27, 28 and 29, Catawba County Registry.

Less and excepting Units 101, 102, 201, 202, 203, 302 and 303 as shown on Plats recorded in Plat Book 21, Page 222, Plat Book 22, Page 233 and Plat Book 26, Page 27, 28 and 29, Catawba County Registry.

Less and excepting property conveyed to the Department of Transportation for right-of-way in Book 1616, Page 867 and Book 1616, Page 869, Catawba County Registry.

Together with all rights in and to the half foot strip along the northern property line.

Together with and subject to the rights, duties and responsibilities as set forth in that Easement Agreement recorded in Book 1500, Page 243, Catawba County Registry.

Together with all of the Declarants development rights, Declarants control and all of Declarants special Declarants rights as well as all other powers and privileges of the Declarant of the North Park Office Condominiums which were conveyed to Grantor by deed recorded in Book 1626, Page 630, Catawba County Registry.

For further chain of title see Deed recorded in Deed Book 2739, Page 1728, Catawba County Registry.

**TRACT II: UNIT NO. 101 - PARCEL ID NO. 3703157430540101:**

All that certain Office Condominium Unit shown and referred to as UNIT NO. 101 of the North Park Office Condominiums, Phase III, as referred to in the Declaration recorded in Book 1473 at Page 5 and as amended in Book 1512 at Page 473 and as amended in Book 1523 at Page 978, and more particularly described in the Plans recorded in Condominium Book 1, Unit Ownership File 37, of the Catawba County Registry, which Declarations as amended and plans as amended are referred to above and incorporated herein by reference.

201005-1

3245-1818

Being also Unit 101 and being 1,309 sq. ft. according to the Plat recorded in Plat Book 26, Pages 27, 28 and 29, Catawba County Registry.

1818

Together with a right of ingress, egress and regress over and across that easement area described in Deed Book 1500, Page 243, Catawba County Registry.

For further chain of title see Deed recorded in Deed Book 2739, Page 1713, Catawba County Registry.

**TRACT II(A):**

BEING an undivided allocated interest as Tenant in Common in and to the common elements as described in the Declaration referenced above, which interest is a percentage as described in the Declaration as amended.

**TRACT III: UNIT NO. 102 - PARCEL ID NO. 3703157430540102:**

All that certain Office Condominium Unit shown and referred to as UNIT NO. 102 of the North Park Office Condominiums, Phase III, as referred to in the Declaration recorded in Book 1473 at Page 5 and as amended in Book 1512 at Page 473 and as amended in Book 1523 at Page 978, and more particularly described in the Plans recorded in Condominium Book 1, Unit Ownership File 37, of the Catawba County Registry, which Declarations as amended and plans as amended are referred to above and incorporated herein by reference.

Being all of Unit 102 and being 3,422 sq. ft. according to the Plat recorded in Plat Book 26, Pages 27, 28 and 29, Catawba County Registry.

Together with a right of ingress, egress and regress over and across that easement area described in Deed Book 1500, Page 243, Catawba County Registry.

For further chain of title see Deed recorded in Deed Book 2739, Page 1716, Catawba County Registry.

**TRACT III(A):**

BEING an undivided allocated interest as Tenant in Common in and to the common elements as described in the Declaration referenced above, which interest is a percentage as described in the Declaration as amended.

**TRACT IV: UNIT NO. 201 - PARCEL ID NO. 3703157430540201:**

All that certain Office Condominium Unit shown and referred to as UNIT NO. 201 of the North Park Office Condominiums, Phase III, as referred to in the Declaration recorded in Book 1473 at Page 5 and as amended in Book 1512 at Page 473 and as amended in Book 1523 at Page 978, and more particularly described in the Plans recorded in Condominium Book 1, Unit Ownership File 37, of the Catawba County Registry, which Declarations as amended and plans as amended are referred to above and incorporated herein by reference.

201005-1

3245-1819

Being all of Unit 201 and being 2,265 sq. ft. according to the Plat recorded in Plat Book 22, Page 233 and Plat Book 21, Page 222, Catawba County Registry.

For further chain of title see Deed recorded in Deed Book 2739, Page 1719, Catawba County Registry.

Together with a right of ingress, egress and regress over and across that easement area described in Deed Book 1500, Page 243, Catawba County Registry.

1819

**TRACT IV(A):**

BEING an undivided allocated interest as Tenant in Common in and to the common elements as described in the Declaration referenced above, which interest is a percentage as described in the Declaration as amended.

**TRACT V: UNIT NO. 202 - PARCEL ID NO. 3703157430540202:**

All that certain Office Condominium Unit shown and referred to as UNIT NO. 202 of the North Park Office Condominiums, Phase III, as referred to in the Declaration recorded in Book 1473 at Page 5 and as amended in Book 1512 at Page 473 and as amended in Book 1523 at Page 978, and more particularly described in the Plans recorded in Condominium Book 1, Unit Ownership File 37, of the Catawba County Registry, which Declarations as amended and plans as amended are referred to above and incorporated herein by reference.

Being all of Unit 202 and being 652.84 sq. ft. according to the Plat recorded in Plat Book 22, Page 233 and Plat Book 21, Page 222, Catawba County Registry.

Together with a right of ingress, egress and regress over and across that easement area described in Deed Book 1500, Page 243, Catawba County Registry.

For further chain of title see Deed recorded in Deed Book 2739, Page 1722, Catawba County Registry.

**TRACT V(A):**

BEING an undivided allocated interest as Tenant in Common in and to the common elements as described in the Declaration referenced above, which interest is a percentage as described in the Declaration as amended.

**TRACT VI: UNIT NO. 203 - PARCEL ID NO. 3703157430540203:**

All that certain Office Condominium Unit shown and referred to as UNIT NO. 203 of the North Park Office Condominiums, Phase III, as referred to in the Declaration recorded in Book 1473 at Page 5 and as amended in Book 1512 at Page 473 and as amended in Book 1523 at Page 978, and more particularly described in the Plans recorded in Condominium Book 1, Unit Ownership File 37, of the Catawba County Registry, which Declarations as amended and plans as amended are referred to above and incorporated herein by reference.

201005-1

3245-1820

Being all of Unit 203 and being 1,755.16 sq. ft. according to the Plat recorded in Plat Book 22, Page 233 and Plat Book 21, Page 222, Catawba County Registry.

For further chain of title see Deed Book 2739, Page 1725, Catawba County Registry.

Together with a right of ingress, egress and regress over and across that easement area described in Deed Book 1500, Page 243, Catawba County Registry.

1820

**TRACT VI(A):**

BEING an undivided allocated interest as Tenant in Common in and to the common elements as described in the Declaration referenced above, which interest is a percentage as described in the Declaration as amended.

**TRACT VII: UNIT 301 - PARCEL ID NO. 3703157430540301:**

All that certain Office Condominium Unit shown and referred to as UNIT NO. 301 (Future Development) of the North Park Office Condominiums, Phase III, as referred to in the Declaration recorded in Book 1473 at Page 5 and as amended in Book 1512 at Page 473 and as amended in Book 1523 at Page 978, and more particularly described in the Plans recorded in Condominium Book 1, Unit Ownership File 37, of the Catawba County Registry, which Declarations as amended and plans as amended are referred to above and incorporated herein by reference.

Together with a right of ingress, egress and regress over and across that easement area described in Deed Book 1500, Page 243, Catawba County Registry.

For further chain of title see Deed recorded in Deed Book 2739, Page 1728, Catawba County Registry.

The above description including all rights in and to UNIT 301 Future Development as set forth in Plat Book 26, Page 27, 28 and 29, Catawba County Registry.

Less and excepting property conveyed to the Department of Transportation for right-of-way in Book 1616, Page 867 and 1616, Page 869, Catawba County Registry.

Together with all rights in and to the half foot strip along the northern property line.

**Tract VII(A):**

BEING an undivided allocated interest as Tenant in Common in and to the common elements as described in the Declaration referenced above, which interest is a percentage as described in the Declaration as amended.

**TRACT VIII: UNIT NO. 302 - PARCEL ID NO. 3703157430540302:**

All that certain Office Condominium Unit shown and referred to as UNIT NO. 302 of the North Park Office Condominiums, Phase III, as referred to in the Declaration recorded in Book 1473 at Page 5 and as amended in Book 1512 at Page 473 and as amended in Book 1523 at Page 978, and more

201005-1

3245-1821

particularly described in the Plans recorded in Condominium Book 1, Unit Ownership File 37, of the Catawba County Registry, which Declarations as amended and plans as amended are referred to above and incorporated herein by reference.

Being all of Unit 302 and being 1,048 sq. ft. according to the Plat recorded in Plat Book 26, Pages 27, 28 and 29, Catawba County Registry.

For further chain of title see Deed recorded in Deed Book 2739, Page 1731, Catawba County Registry.

Together with a right of ingress, egress and regress over and across that easement area described in Deed Book 1500, Page 243, Catawba County Registry.

1821

TRACT VIII(A):

BEING an undivided allocated interest as Tenant in Common in and to the common elements as described in the Declaration referenced above, which interest is a percentage as described in the Declaration as amended.

TRACT IX: UNIT 303 – PARCEL ID NO. 3703157430540303

All that certain Office Condominium Unit shown and referred to as UNIT NO. 303 of the North Park Office Condominiums, Phase III, as referred to in the Declaration recorded in Book 1473 at Page 5 and as amended in Book 1512 at Page 473 and as amended in Book 1523 at Page 978, and more particularly described in the Plans recorded in Condominium Book 1, Unit Ownership File 37, of the Catawba County Registry, which Declarations as amended and plans as amended are referred to above and incorporated herein by reference.

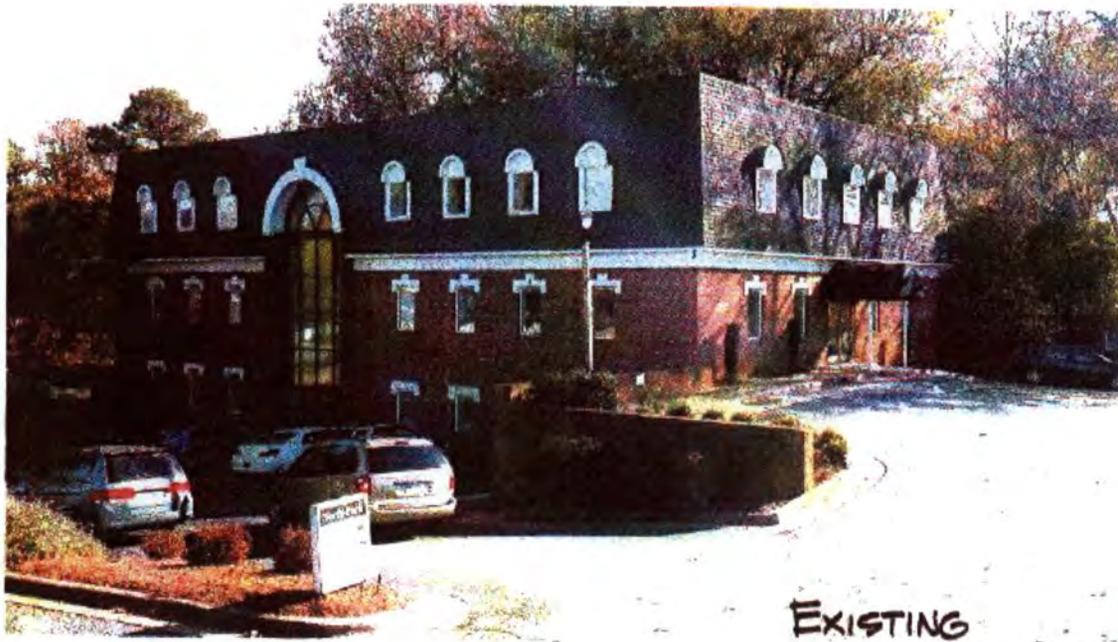
Being all of Unit 303 and being 1,352 sq. ft. according to the Plat recorded in Plat Book 26, Pages 27, 28 and 29, Catawba County Registry.

Together with a right of ingress, egress and regress over and across that easement area described in Deed Book 1500, Page 243, Catawba County Registry.

For further chain of title see Deed recorded in Deed Book 2739, Page 1734, Catawba County Registry.

TRACT IX(A):

BEING an undivided allocated interest as Tenant in Common in and to the common elements as described in the Declaration referenced above, which interest is a percentage as described in the Declaration as amended.



EXISTING



PROPOSED 7.14.14



| <b>First Lawyers, LLC</b>      |             |                  |                               |                       |                |
|--------------------------------|-------------|------------------|-------------------------------|-----------------------|----------------|
| 7-15-14 Porches Estimate       |             |                  | 858 second st NE, HICKORY, NC |                       |                |
| <b>COST ITEM</b>               | <b>UNIT</b> | <b>UNIT COST</b> | <b>QTY</b>                    | <b>ESTIMATED COST</b> | <b>COST/SF</b> |
| SAWCUT ASPHALT                 | LF          | 2                | 60                            | \$120                 |                |
| ASPHALT PAVING REMOVED         | SY          | 6                | 20                            | \$120                 |                |
| 4" CONC SIDEWALK REMOVED       | SY          | 6                | 15                            | \$90                  |                |
| BRICK SIDEWALKS REPLACED       | SF          | 12               | 200                           | \$2,400               |                |
| BRICK CURB INSTALLED           | LF          | 20               | 60                            | \$1,200               |                |
| TOP SOIL ADDED                 | CY          | 5                | 120                           | \$600                 |                |
| MULCH ADDED                    | CY          | 2                | 40                            | \$80                  |                |
| H.C. SPACE RELOCATED           | LS          | 1                | 200                           | \$200                 |                |
| JOINT SEALANT                  | LF          | 1                | 60                            | \$60                  |                |
|                                |             |                  | <b>SUBTOTAL</b>               | <b>\$4,870</b>        |                |
| ONE GALLON LIRIOPE             | EA          | 60               | 8                             | \$480                 |                |
| THREE GALLON SPECIMEN SCRUB    | EA          | 4                | 60                            | \$240                 |                |
| POTTED ANNUAL                  | EA          | 60               | 5                             | \$300                 |                |
|                                |             |                  | <b>SUBTOTAL</b>               | <b>\$1,020</b>        |                |
| PORCH ROOF                     | SF          | 40               | 120                           | \$4,800               |                |
|                                |             |                  | <b>ENTRY SUBTOTAL</b>         | <b>\$10,690</b>       |                |
| ENTRIES                        | EA          |                  | 2                             | \$21,380              |                |
| GC GENERAL CONDITIONS          |             |                  | 10.0%                         | \$2,138               |                |
| GC PROFIT & OVERHEAD           |             |                  | 10.0%                         | \$2,138               |                |
| CONTINGUENCY                   |             |                  | 10.0%                         | \$2,138               |                |
| <b>TOTAL CONSTRUCTION COST</b> |             |                  |                               | <b>\$27,794</b>       |                |
| A&E                            |             |                  | 8.5%                          | \$2,362               |                |
| <b>PROJECT TOTAL</b>           |             |                  |                               | <b>\$30,156</b>       |                |



**LAIL BUILDERS INC.**  
**GENERAL CONTRACTORS**

**Cost Estimate for Exterior Renovations at First Lawyers, LLC**

| Item Desc.            | Unit of Meas. | Unit Cost | Qty             | Estimated Cost     |
|-----------------------|---------------|-----------|-----------------|--------------------|
| Sawcut Asphalt        | LF            | \$2.00    | 60              | \$120.00           |
| Remove Asphalt        | SY            | \$8.00    | 20              | \$160.00           |
| Remove Concrete Walks | SY            | \$10.00   | 15              | \$150.00           |
| Replace Brick Walks   | SF            | \$10.00   | 200             | \$2,000.00         |
| Install Brick Curb    | LF            | \$25.00   | 60              | \$1,500.00         |
| Top Soil Added        | CY            | \$4.00    | 120             | \$480.00           |
| Mulch Added           | CY            | \$2.00    | 40              | \$80.00            |
| HC Space Relocated    | LS            | \$2.00    | 200             | \$400.00           |
| Joint Sealer          | LF            | \$1.00    | 60              | \$60.00            |
|                       |               |           | <b>SUBTOTAL</b> | <b>\$4,950.00</b>  |
| One Gallon Liriope    | EA            | \$55.00   | 8               | \$440.00           |
| Three Gal. Shrub      | EA            | \$4.00    | 60              | \$240.00           |
| Potted Annual         | EA            | \$65.00   | 5               | \$325.00           |
|                       |               |           | <b>SUBTOTAL</b> | <b>\$1,005.00</b>  |
| Porch Roof            | SF            | \$50.00   | 240             | \$12,000.00        |
|                       |               |           | <b>SUBTOTAL</b> | <b>\$12,000.00</b> |
| GC General Conditions |               | 10.00%    | 1               | \$2,391.00         |
| GC Profit & Overhead  |               | 10.00%    | 1               | \$2,391.00         |
| Contingency           |               | 10.00%    | 1               | \$2,391.00         |
| Architecural Fees     |               | 8.50%     | 1               | \$2,642.00         |
| <b>PROJECT TOTAL</b>  |               |           |                 | <b>\$27,770.00</b> |

2

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Community Appearance Commission**  
**Contact Person: Cal Overby, Planning Department**  
**Date: August 25, 2015**  
**Re: Community Appearance Grant – Phillip McCluney**

**REQUEST**

The Community Appearance Commission recommends City Council approval of a Community Appearance Grant for non-residential property owned by Phillip McCluney located at 903 10<sup>th</sup> Street NE, in the amount of \$5,000.00.

**BACKGROUND**

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

**ANALYSIS**

The grant proposal put forth by Phillip McCluney involves the renovation of an existing commercial building. These improvement include the installation of siding, painting, and masonry improvements. The property owned by Mr. McCluney is located within the City's Urban Revitalization Area, which makes it (the property) eligible for funding under the Community Appearance Grant program.

The applicant has provided two (2) bids for the items listed above, which total \$10,519.90 and \$10,994.00. Being both estimates are in excess of \$10,000, the request qualifies for the full \$5,000 grant.

The current tax value of the property is \$21,200.00. The value of the grant represents approximately 23% of the property's tax value.

**RECOMMENDATION**

Upon consideration, the Community Appearance Commission voted unanimously (7-0) to recommend funding of the requested grant in the amount of \$5,000.00. This vote was taken at the Commission's August 24, 2015 regular meeting.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian M. Frazier

Initiating Department Head

8-25-15

Date

Asst. City Manager, W. Wood

9-8-15

Date

Finance Officer, Melissa Miller

9-10-15

Date

Purchasing Manager, Bo Weichel

9-11-15

Date

Deputy City Attorney, A. Dula

9-8-15

Date

Asst. City Manager, A. Surratt

9/10/15

Date

Administrative Services Director  
M. Bennett

Date

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

\_\_\_\_\_  
City Manager, M. Berry

\_\_\_\_\_  
Date



Life. Well Crafted.

Office of Planning and Development

**MEMORANDUM**

To: Hickory City Council

From: Community Appearance Commission

Re: Phillip McCluney – Community Appearance Grant

---

Phillip McCluney has submitted an application for a Community Appearance Grant. The proposal involves improvements to a commercial building located at 903 10<sup>th</sup> Street NE.

The grant proposal put forth by Mr. McCluney involves the installation of siding, painting, and masonry improvements to the existing building. The property is located within the City's defined Urban Revitalization Area, and as such is eligible for the consideration of a Community Appearance Grant.

The applicant has provided two (2) bids for the items listed above, which total \$10,519.90 and \$10,994.00. If the Commission moves to approve the proposed grant at the lower of the two estimates, the request would qualify for a \$5,000.00 grant.

The Community Appearance Commission voted unanimously (7-0) to recommend funding of the requested grant in the amount of \$5,000.00. This vote was taken at the Commission's August 24, 2015 regular meeting.



Exhibit VII B.



**Phillip McCluney  
Community Appearance Grant**

 903 10th Street NE

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

**STATE OF NORTH CAROLINA**

**APPEARANCE  
GRANT AGREEMENT**

**COUNTY OF CATAWBA**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF HICKORY**, a municipal corporation of Catawba County, North Carolina, hereinafter referred to as the CITY, and having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, and **PHILLIP MCCLUNEY**, referred to as the RECIPIENT, and having a mailing address of PO Box 2715, Hickory, NC 28603.

**WITNESSETH**

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

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

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

1. The Recipient agrees to utilize the grant funds to fulfill that project described in the Downtown Appearance Improvement Incentive Grant Application attached hereto as Exhibit "A" and to utilize said funds solely for physical improvements. Said application is made a part of this Agreement and incorporated herein by reference as if more fully set forth.
2. The Recipient agrees to improve those premises described in Exhibit "A" in accordance with the intent of the City Center Plan to enhance the aesthetic integrity of the premises in accordance with the specifications established in attached "Exhibit A".
3. The Recipient agrees to maintain the design integrity of the proposed improvements, creating, retaining and/or modifying those elements, which enhance the premises.
4. The Recipient agrees to abide by and conform all construction, rehabilitation, renovation, demolition, and landscaping undertaken pursuant to this agreement to all applicable laws of the United States, the State of North Carolina, and those applicable provisions of the ordinances of the City of Hickory directly or indirectly related to the subject matter of this agreement.
5. The amount of this grant is Five Thousand Dollars and 00/100 (\$5,000.00), payable upon completion of said project, and submission of documentation confirming payment of all

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

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

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

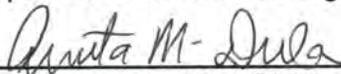
**CITY OF HICKORY**  
A North Carolina Municipal Corporation

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

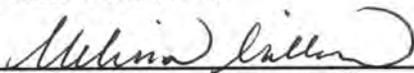
ATTEST: (SEAL)

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

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

  
\_\_\_\_\_  
Anita M. Dula  
Attorney for the City of Hickory

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

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

*Phillip McCluney*  
PHILLIP MCCLUNEY

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

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

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

(Seal)

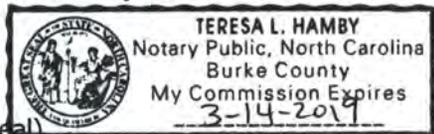
\_\_\_\_\_  
Notary Public

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

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Teresa L Hamby, a Notary Public of the County and State aforesaid certify that **Phillip McCluney** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 25 day of August, 2015.



(Seal)

*Teresa L Hamby*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3-14-2019

### Community Appearance Grant Application Form

Project Location Address: 903 10<sup>TH</sup> ST. NE

Applicant's Name: PHILIP MCCUNEY

Applicant's Mailing Address: P.O. BOX 2715  
HICKORY N.C. 28603

Telephone: Day: 828-855-9545 Mobile: 828-291-3056

E-mail address: P-MCCUNEY@YAHOO.COM

Property Owner's Name (if not the Applicant): \_\_\_\_\_

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

Telephone: Day: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description: upgrade outside appearance by  
applying vinyl siding & fresh paint where needed

Total Estimated Project Cost \$ ~~5,000~~ 10,500<sup>00</sup>  
Grant Request Amount \$ 3,500 + 5,000<sup>00</sup>

**Required Attachments**

- Property Deed or Lease
- Color photographs of the existing site or project area
- A plan (drawing) of the site showing the exact location of proposed improvements
- A detailed list of the materials to be used
- A brief written description of the project (space provided on attached page or use separate page)
- Two cost estimates/bids.** Cost estimates must be from two different companies or individuals who are capable of performing the proposed work as outlined.

**Certification by Applicant and Owner**

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

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

Applicant Signature: Phillip M. Cluney Date: 6-10-15

Owners Signature: Phillip M. Cluney Date: 6-10-15  
(Owners signature must be notarized)

**NORTH CAROLINA  
CATAWBA COUNTY**

I, Whitney Beck, a Notary Public for said County and State, do hereby certify that Phillip M. Cluney personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10 day of June, 2015



Whitney Beck  
Notary Public

My Commission Expires: April 16, 2020

(Proposal)

903 10<sup>th</sup> St NE

Appearance upgrade.

**My name Phillip McCluney, I purchased this property around the first of the year to operate a small towing service, the appearance of the place is at best not good, below is a list of things I would like to do to remove it from the eyesore list, however after purchasing the property my finances are somewhat strained, so at this time I would like to ask the City of Hickory for help in the form of a grant so that we may continue to improve the looks our wonderful City.**

---

Thank you for your consideration.

Phillip McCluney.

1. Place wrap insulation around the building, to then be covered with vinyl siding.
2. Enclose exposed rafters with soffit and vinyl siding.
3. Paint the roof with light reflecting sealant.
4. Repair masonry around base of building and paint.

3268-1042

FILED *Catawba County*  
 on Dec 05, 2014 at 03:09:00 pm  
 Excise Tax \$45.00 (AT)  
 INST. # 18912  
 DONNA HICKS SPENCER,  
 Register of Deeds  
 BK 03268 Pg 1042-1044

|   |                               |
|---|-------------------------------|
| Revenue: \$45.00  | Recording Time, Book and Page |
| ✓ Mail after recording to The Williams Law Firm, PLLC PO Box 3739, Hickory, NC 28603<br>This Instrument was prepared by C. Randall Isenhower, Sigmon, Isenhower & Barkley<br>Brief Description for the Index: <span style="border: 1px solid black; padding: 2px;">903 10<sup>th</sup> St NE</span> |                               |

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made December 3, 2014, by and between

| GRANTOR  | GRANTEE  |
|--|--|
| LARRY DEAN BOWMAN and wife,<br>KAY M. BOWMAN<br>3726 Steve Ikerd Dr NE<br>Hickory, NC 28601  | PHILLIP MCCLUNEY<br>Mailing Address:<br>PO Box 2715<br>Hickory, NC 28603 |
| <small>Enter in appropriate block for each party, name, address, and, if appropriate, character of entity, e.g., corporation</small> |  |

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

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

SEE ATTACHED EXHIBIT A

NEITHER THE INDIVIDUAL NOR THE LAW FIRM PREPARING THIS INSTRUMENT PERFORMED ANY TITLE EXAMINATION NOR PARTICIPATED IN ANY CLOSING INVOLVING THIS INSTRUMENT.

THIS PROPERTY DOES \_\_\_\_\_ OR DOES NOT  INCLUDE THE PRIMARY RESIDENCE OF THE GRANTOR.

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

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

3268-1043

1043

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

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

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

President

ATTEST:

USE BLACK INK ONLY

Larry Dean Bowman (SEAL)  
Larry Dean Bowman

Kay M. Bowman (SEAL)  
Kay M. Bowman

SEAL-STAMP

USE BLACK INK

**NORTH CAROLINA, CATAWBA COUNTY**

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Larry Dean Bowman and Kay M. Bowman Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal on this 4th day of December, 2014.

M. Elizabeth Williams  
Notary Public

M. Elizabeth Williams  
Printed Name of Notary

My Commission Expires: April 11, 2019



3268-1044

1044

## EXHIBIT A

BEGINNING at an iron pin located in the Western margin of Tenth Street, N.E., the Southeastern corner of the property conveyed by E.R. Bowman and wife, Bertha M. Bowman to Ernest L. Bowman and wife, and running thence from said beginning point with the Southern line of said Ernest L. Bowman property, North 88° 46' West 206.43 feet to an iron pin in the Eastern line of the Red Hafer Estate property; thence with the Hafer line South 1° 33' West 75.0 feet to an iron pin the Northwestern corner of the other property of E. R. and Bertha M. Bowman, said iron pin being located North 1° 33' East 39.62 feet from an old iron pin which is the Northwestern corner of the other property owned by J.F. Bowman and wife, Nellie Bowman; thence with the Northern line of the other property owned by E. R. Bowman and wife, Bertha M. Bowman, South 88° 46' East 206.8 feet to an iron pin in the Western margin of Tenth Street, N.E., said iron pin being located North 1° 15' East 174.25 feet from the North sidewalk of Highland Avenue, N.E.; thence with the Western margin of Tenth Street, N.E., North 1° 15' East 75.05 feet to the point of BEGINNING. Included in this conveyance is any property lying between the Eastern margin of the property above described and the J. D. Miller Estate line which might be subject to the City of Hickory street right of way. The above description is taken from a survey by Sam Rowe, Jr., on January 31, 1967. For Deed reference see Deed Book 162 at Page 506, Catawba County Registry.

Being the identical lands described in Deed recorded in Book 897 at Page 192, Catawba County Registry.

The above-described property being all of that property identified as SECOND TRACT as conveyed in that deed from Nellie T. Bowman, widow to Larry Dean Bowman and wife, Kay M. Bowman dated October 9, 1987 and recorded in Book 1529 at Page 556, Catawba County Registry.

05/05/2015 09:11 1163746660

DIMENSION SALES00 1

PAGE 01/01

180 CONSTRUCTION  
828-308-6067  
704-349-3573

Estimate for Vinyl siding

|  |                   |
|--|-------------------|
| Vinyl siding cost. - Quantity 1495 sqft. | Price - \$3467.00 |
| Vinyl siding labor. - hours 86.4 hrs.    | Price - \$3000.00 |
| Job materials and supplies.              | Price - \$523.60  |
| Vinyl siding equipment allowance.        | Price - \$54.30   |

---

TOTAL ESTIMATE      \$7044.90

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

To schedule a time for us to complete the work, or if you have any questions, please contact

[Wesley or Ken, 828-308-6067, uzzellw@gmail.com.com]

6/9/2015

(1640 unread) - p\_mccluney - Yahoo Mail

Home Mail Calendar Photos Groups Finance Mail Alerts Calendar Newsletters Settings Alerts Try without Mail app | Help

Search

Account | Search | Home | phillip | Settings



Compose | Delete | Move | Spam | More | Up/Down/Close icons

- Inbox (1640)
- Drafts (4)
- Sent
- Spam (207)
- Trash
- Smart Views
  - Unread
  - Starred
  - People
  - Social
  - Travel
  - Shopping
  - Finance
- Folders
- Recent

### Vinyl siding

**LARRY\_G\_ROGERS@homedepot.com**  
To p\_mccluney@yahoo.com

Today at 10:10 AM

Location: 903 10th Street NE Hickory  
Material: Hollowback Siding  
Squares: Approximately 14 squares

Installed price for 14 squares: \$7294

This price is contingent upon the customer doing some repair work to give the installation crew a smooth surface to work with.

Larry Rogers  
The Home Depot  
828-896-9896

#### Sponsored



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Ben's Home Services

2187 Edgewood Dr.

Granite Falls NC, 28630

Home: 828-396-5086 Cell: 828-292-0398

Date: 8-3-15

Customer Name: Phil's Towing

Address: 903 10th St NE

Hickory NC

Phone #: 828-291-3056

Job Description: Repairs To building

Remove old rolling door. install walkin door 36".  
Reframe and Trim work \$525.00

Install 48x32 vinyl window, Framing and Trim.  
\$375.00

Replace all damage woodwork, for vinyl siding,  
\$550.00

Grand total page 1, 2, 3,  
\$3475.00

Date \_\_\_\_\_

Ben Sheffield: x Ben Sheffield

Page 2

Ben's Home Services

2187 Edgewood Dr.

Granite Falls NC, 28630

Home: 828-396-5086 Cell: 828-292-0398

Date: 8-3-15

Customer Name: Phil's Towing

Address: 903 10st NE

Phone #: Hickory N.C.

Job Description: 828-291-3056

Repairs To block Foundations;  
Stucco all block work,

Paint To match siding

Price includes Labor and Materials

Total \$775.00

Date \_\_\_\_\_

Ben Sheffield: x Ben Sheffield

Ben's Home Services

2187 Edgewood Dr.

Granite Falls NC, 28630

Home: 828-396-5086 Cell: 828-292-0398

Date: 8-3-15  
 Customer Name: Phil's Towing  
 Address: 903 10st NE  
 Phone #: Hickory N.C.  
 Job Description: 828-291-3056

Roof Repairs, and Coatings

Clean Roof Metal, seal any openings,

Re screw missing nails, and loose roof panels.

Coat all roof area, Elastic Roof Coating

Price includes Materials and Labors

Total \$1250.00

Date \_\_\_\_\_

Ben Sheffield: x

*Ben Sheffield*

# Regional Contracting

## Job Invoice

|              |                  |
|--------------|------------------|
| DATE ORDERED | ORDER TAKEN BY   |
| PHONE NO.    | CUSTOMER ORDER # |
| JOB LOCATION |                  |
| JOB PHONE    | STARTING DATE    |
| TERMS        |                  |

SOLD TO  
 Phills towing + transport  
 903 10<sup>th</sup> St NE  
 Hickory NC  
 828 291 3056

| QTY.            | MATERIAL   | UNIT | AMOUNT             | DESCRIPTION OF WORK                                   |
|-----------------|--|------|--------------------|---|
| 1               | 3x3 or 3x5<br>Fixed glass                              |      | 300 <sup>00</sup>  | Victor Leatherman<br>288 B+S Lane<br>Hickory NC 28601 |
|                 | Remove old wood<br>and build stud<br>walls and plywood |      | 600 <sup>00</sup>  | 704-682-4584<br>anytime                               |
|                 | Block filler 3 gallons<br>and labor                    |      | 400 <sup>00</sup>  |   |
|                 | Cool seal roof<br>+ 15 gallons                         |      | 500 <sup>00</sup>  |   |
|                 | Insulation<br>Tyvek plus wall<br>insulation + labor    |      | 500 <sup>00</sup>  |   |
|                 | Roof repair material<br>metal/screws/msc               |      | 1400 <sup>00</sup> |   |
| TOTAL MATERIALS |  |      | 3700 <sup>00</sup> |   |

| MISCELLANEOUS CHARGES |      |      |        |
|-----------------------|------|------|--------|
| LABOR                 | HRS. | RATE | AMOUNT |
|                       |      |      |        |
| TOTAL MISCELLANEOUS   |      |      |        |
|                       |      |      |        |
| TOTAL LABOR           |      |      |        |

WORK ORDERED **Regional Contracting**  
 DATE ORDERED **8/10/15**  
 DATE COMPLETED

CUSTOMER APPROVAL SIGNATURE \_\_\_\_\_  
 AUTHORIZED SIGNATURE \_\_\_\_\_

|                     |                    |
|---------------------|--------------------|
| TOTAL LABOR         |                    |
| TOTAL MATERIALS     |                    |
| TOTAL MISCELLANEOUS |                    |
| SUBTOTAL            |                    |
| TAX                 |                    |
| GRAND TOTAL         | 3700 <sup>00</sup> |









3

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Community Appearance Commission**  
**Contact Person: Cal Overby, Planning Department**  
**Date: August 25, 2015**  
**Re: Community Appearance Grant – Cooperative Christian Ministry (CCM)**

**REQUEST**

The Community Appearance Commission recommends City Council approval of a Community Appearance Grant for non-residential property owned by Cooperative Christian Ministry (CCM) located at 31 1<sup>st</sup> Avenue NE, in the amount of \$5,000.00.

**BACKGROUND**

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

**ANALYSIS**

The grant proposal put forth by the Cooperative Christian Ministry involves the renovation of the exterior of their facility. These improvement include pressure washing, painting, the installation of new awnings, and a bicycle rack. The property owned by the Cooperative Christian Ministry is located within the City's Urban Revitalization Area, which makes it (the property) eligible for funding under the Community Appearance Grant program.

The applicant has provided two (2) bids for the items listed above, which total \$10,498.50 and \$18,018.79. Being both estimates are in excess of \$10,000, the request qualifies for the full \$5,000 grant.

The current tax value of the property is \$1,224,100.00. The value of the grant represents approximately 0.4% of the property's tax value. However, it should be noted the Cooperative Christian Ministry is a not-for-profit organization, and does not pay property taxes.

**RECOMMENDATION**

Upon consideration, the Community Appearance Commission voted unanimously (7-0) to recommend funding of the requested grant in the amount of \$5,000.00. This vote was taken at the Commission's August 24, 2015 regular meeting.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian M. Frazier

Initiating Department Head

8-25-15

Date

Annita M. Dula

Deputy City Attorney, A. Dula

9-8-15

Date

W. Wood

Asst. City Manager, W. Wood

9-8-15

Date

A. Surratt

Asst. City Manager, A. Surratt

9-10-15

Date

M. Miller

Finance Officer, Melissa Miller

9-10-15

Date

M. Bennett

Administrative Services Director  
M. Bennett

Date

Bo Weichel

Purchasing Manager, Bo Weichel

9-11-15

Date

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

MB  
\_\_\_\_\_  
City Manager, M. Berry

\_\_\_\_\_  
Date



Life. Well Crafted.

Office of Planning and Development

**MEMORANDUM**

To: City Council

From: Community Appearance Commission

Re: Cooperative Christian Ministry– Community Appearance Grant

Cooperative Christian Ministry has submitted an application for a Community Appearance Grant. The proposal involves improvements to a non-residential building located at 31 1<sup>st</sup> Avenue SE.

The grant proposal put forth by the applicant involves the renovation to an exterior of the building. These improvement include pressure washing, painting, the installation of new awnings, and a bicycle rack. The property is located within the City's defined Urban Revitalization Area, and as such is eligible for the consideration of a Community Appearance Grant.

The applicant has provided two (2) bids for the items listed above, which total \$10,498.50 (sum of lowest quotes) and \$18,018.79 (sum of highest quotes). If the Commission moves to approve the proposed grant at the lower of the two estimates, the request would qualify for a \$5,000.00 grant. Please be advised to applicant has requested funding in excess of \$5,000.00.

The Community Appearance Commission voted unanimously (7-0) to recommend funding of the requested grant in the amount of \$5,000.00. This vote was taken at the Commission's August 24, 2015 regular meeting.



**29 & 31 1st Avenue NE**

 Subject Properties

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

**STATE OF NORTH CAROLINA**

**APPEARANCE  
GRANT AGREEMENT**

**COUNTY OF CATAWBA**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF HICKORY**, a municipal corporation of Catawba County, North Carolina, hereinafter referred to as the CITY, and having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, and **COOPERATIVE CHRISTIAN MINISTRY**, referred to as the RECIPIENT, and having a mailing address of 31 1<sup>ST</sup> Avenue SE, Hickory, NC 28602.

**WITNESSETH**

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

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

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

1. The Recipient agrees to utilize the grant funds to fulfill that project described in the Downtown Appearance Improvement Incentive Grant Application attached hereto as Exhibit "A" and to utilize said funds solely for physical improvements. Said application is made a part of this Agreement and incorporated herein by reference as if more fully set forth.
2. The Recipient agrees to improve those premises described in Exhibit "A" in accordance with the intent of the City Center Plan to enhance the aesthetic integrity of the premises in accordance with the specifications established in attached "Exhibit A".
3. The Recipient agrees to maintain the design integrity of the proposed improvements, creating, retaining and/or modifying those elements, which enhance the premises.
4. The Recipient agrees to abide by and conform all construction, rehabilitation, renovation, demolition, and landscaping undertaken pursuant to this agreement to all applicable laws of the United States, the State of North Carolina, and those applicable provisions of the ordinances of the City of Hickory directly or indirectly related to the subject matter of this agreement.
5. The amount of this grant is Five Thousand Dollars and 00/100 (\$5,000.00), payable upon completion of said project, and submission of documentation confirming payment of all

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

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

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

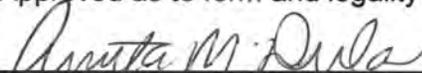
**CITY OF HICKORY**  
A North Carolina Municipal Corporation

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

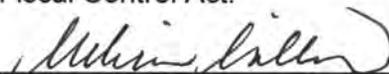
ATTEST: (SEAL)

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

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

  
\_\_\_\_\_  
Arnette M. Dula  
Attorney for the City of Hickory

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

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

*Daniel Hatcher MD*  
**DANIEL HATCHER, MD**  
*President, CHCCM*

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

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

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

(Seal) \_\_\_\_\_  
Notary Public

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

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, *Melanie C. VanVelsor*  
*Daniel Hatcher*, a Notary Public of the County and State aforesaid certify that **Daniel Hatcher, MD** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this *4<sup>th</sup>* day of *September*, 2015.

*Melanie C. VanVelsor*  
\_\_\_\_\_  
Notary Public

(Seal) \_\_\_\_\_  
My Commission Expires: *August 23, 2017*





*Providing Hope, Help & Healing through Service, Volunteerism & Community Support.*

**Community Appearance Grant  
Application Form**

Greater Hickory Cooperative Christian Ministry  
31 1<sup>st</sup> Avenue SE  
Hickory, NC 29601

Barbara Rush, Executive Director  
berush@ccmhickory.com  
(828) 327-0979, ext. 223 (direct)

Project Description: Exterior building update to include painting, pressure washing and awnings as outlined in the attached proposal.

Total Estimate Project Cost: \$15,111.35  
Grant Request Amount: \$7,500.00

### Community Appearance Grant Application Form

Project Location Address: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Mailing Address: Please see

attached

Telephone: Day: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Property Owner's Name (if not the Applicant): \_\_\_\_\_

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

\_\_\_\_\_

Telephone: Day: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Estimated Project Cost \$ 15,111.35  
Grant Request Amount \$ 7,500.00

**Required Attachments**

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

**Certification by Applicant and Owner**

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

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

Applicant Signature: [Signature] Date: 6/29/15

Owners Signature: [Signature] Date: 7/29/15  
(Owners signature must be notarized)

**NORTH CAROLINA  
CATAWBA COUNTY**

I, Lillian D Carte, a Notary Public for said County and State, do hereby certify that Daniel Hatcher, MD personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29<sup>th</sup> day of July, 2015.

Lillian D Carte  
Notary Public

My Commission Expires: 6/23/2019

010073

2029 398

Mail To: \_\_\_\_\_  
This instrument was prepared by: ✓  
M. Victoria Jayne, City of Hickory, PO Box 398, Hickory, NC 28603  
RELEASE DEED - RD-1 Printed by James Williams & Co., Inc., P. O. Box 127, Yadkinville, N. C. 27055

STATE OF NORTH CAROLINA, Catawba County.

THIS DEED, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between  
R. Allen Ingram, Jr., Trustee, hereinafter called Trustee, and Bank of Granite  
\_\_\_\_\_, hereinafter called Note Holder, party of the first part, and Greater Hickory  
Cooperative Christian Ministry, Inc., hereinafter referred to as party of the second part, all of

WITNESSETH: That, Whereas, said party of the second part heretofore executed to said Trustee, a certain deed of trust, dated  
December 31, 1996, and recorded in Book 2014, Page 1184

\_\_\_\_\_, County Registry, to secure a certain note therein set out due and payable to the said Note Holder, party of the first part, and WHEREAS, said party of the second part has requested the said Trustee, and the said Note Holder, party of the first part, to release from the lien of said deed of trust so much of the land therein conveyed as is hereinafter described, and the said Note Holder, party of the first part has agreed to do so and has requested said Trustee to join in said release:

NOW THEREFORE, said parties of the first part, for and in consideration of the sum of \$144,500 (One hundred forty four thousand five hundred) \_\_\_\_\_ paid by the said party of the second part, have remised and released and by these presents do remise, release and forever quitclaim unto the said party of the second part and his heirs and assigns certain lands situate in the County of Catawba and State of North Carolina, in Hickory \_\_\_\_\_ Township, and more particularly described as follows:

All of Lot 1 as shown on a Plat entitled "Greater Hickory Cooperative Christian Ministries, Inc." dated March 3, 1997 by survey prepared by Donald S. Miller, NCPLS-1257 of Miller Surveying, Inc. and recorded in Plat Book 42, Page 3 of the Catawba County Registry. And being part of the property as that described in Deed Book 2016, Page 137 of the Catawba County Registry containing a total area of .841 acres.

WEB

FILED  
RUTH MACKIE  
'97 MAY 2 AM 8 59  
REGISTER OF DEEDS  
CATAWBA CO., N. C.

TO HAVE AND TO HOLD said lands to him, the said party of the second part, and his heirs and assigns, free and discharged from the lien of said deed of trust herein above referred to.

But it is understood and agreed that this release shall apply only to so much of said lands as are herein expressly described and conveyed, and that the remainder of said lands shall remain subject to the lien of said deed of trust, and shall remain in full force and effect.

When reference is made to the Trustee, any Party or Parties, or to the Note Holder or the Note, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN TESTIMONY WHEREOF, said Trustee, and said Note Holder, party of the first part, have hereunto set their hands and seals, the day and year first above written, and Bank of Granite

a corporation, has caused this deed to be signed in its corporate name by its President and attested by its Secretary, and sealed with its corporate seal, the day and year first above written.



Attest: Christine J. Martin Secretary  
ASST.  
By R. Allen Ingram, Jr. Trustee (SEAL)  
\_\_\_\_\_, (SEAL)  
\_\_\_\_\_, (SEAL)  
Bank of Granite  
(Name of Corporation)  
By Charles M. Siggs President

2029 389

SEAL-STAMP NORTH CAROLINA, \_\_\_\_\_ COUNTY.

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission expires: \_\_\_\_\_ Notary Public



NORTH CAROLINA, Catawba COUNTY.

I, a Notary Public of the County and State aforesaid, certify that R. Allen Ingram, Jr.

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 2nd day of May, 1997.

My Commission expires: 5-24-98 Judy S. Caldwell Notary Public

SEAL-STAMP NORTH CAROLINA, Catawba COUNTY.



I, a Notary Public of the County and State aforesaid, certify that Teresa E. Martin

personally came before me this day and acknowledged that she is Asst Secretary of Bank of Granite a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Asst Secretary.

Witness my hand and official stamp or seal, this 8th day of April, 1997.

My commission expires: 1-8-2002 Rebecca P. McLendon Notary Public

The foregoing Certificate(s) of Rebecca P. McLendon, a Notary Public of Catawba County, NC and Judy S. Caldwell, a Notary Public of Catawba County, N. C.

are certified to be correct. This instrument and this certificate are duly registered this 2nd day of May, 1997, at 8:59 A.M., Book 2029, Page 388.

By Ruth Mackie Register of Deeds for CATAWBA County, North Carolina.  
em

Dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Consideration - - - - - \$ \_\_\_\_\_  
TO \_\_\_\_\_  
RELEASE DEED

2029 390

Prepared by:  M. Victoria Jayne, Staff Attorney, City of Hickory  
PO Box 398, Hickory, NC 28603

FILED  
RUTH MACKIE

'97 MAY 2 AM 9 00

STATE OF NORTH CAROLINA

010031

REGISTER OF DEEDS  
CATAWBA CO., N. C.

COUNTY OF CATAWBA

WARRANTY DEED

THIS WARRANTY DEED, made this 16<sup>th</sup> day of April, 1997, by and between **GREATER HICKORY COOPERATIVE CHRISTIAN MINISTRY, INC.**, a North Carolina corporation, hereinafter called the "Grantor", and the **CITY OF HICKORY**, a municipal corporation, of Post Office Box 398, Hickory, Catawba County, North Carolina, hereinafter called the "Grantee";

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to him in hand paid by the Grantee, the receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in Hickory Township, Catawba County, North Carolina, described as follows:

All of Lot 1 as shown on a Plat entitled "Greater Hickory Cooperative Christian Ministries, Inc." dated March 3, 1997 by survey prepared by Donald S. Miller, NCPLS-1257 of Miller Surveying, Inc. and recorded in Plat Book 42, Page 3 of the Catawba County Registry. And being part of the property as that described in Deed Book 2016, Page 137 of the Catawba County Registry containing a total area of .841 acres.

The described property is granted to the Grantee subject to the Grantee's duty to assume all present or future costs which may occur in relation to the property granted to the Grantee which result from any and all existing or potential environmental problems which exist or may exist on said property, including, but not limited to, any identified or potential underground storage tanks on said property, asbestos which is or may be in the building located on said property, and any and all other existing or potential environmental problems which exist or may exist on said property;

The described property is granted to Grantee under the restriction that it may not be used for the operation of a thrift store operated by a non-profit organization. This covenant shall run with the land.

REVENUE: \$ 290.00

TO HAVE AND TO HOLD the above-described premises, together with all the appurtenances thereunto belonging or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever.

And the Grantor covenants that he is seized of said premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances (with the exceptions above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

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

REVENUE: \$290.00

CATAWBA  
639

85-82-97

STATE OF  
NORTH  
CAROLINA



*Rm*  
\$290.00

Real Estate  
Excise Tax

2029 391

GREATER HICKORY COOPERATIVE  
CHRISTIAN MINISTRY, INC.

By: Matthew S. Brown  
Matthew S. Brown



ATTEST: (SEAL)

James Davidson  
James Davidson

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Debra W. Wilson, a Notary Public of said county and state, certify that James Davidson personally came before me this day and acknowledged that he is Assistant Secretary of Greater Hickory Cooperative Christian Ministry, Inc., a corporation, and that by authority duly given and as the Assistant Secretary of said corporation, the foregoing instrument was signed in its name by its President, Matthew S. Brown, and attested by himself as its Assistant Secretary.



Witness my hand and seal this 16<sup>th</sup> day of April, 1997.

Debra W. Wilson  
Notary Public

My Commission expires: April 4, 1999

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

The foregoing certificate of Debra W. Wilson, a Notary Public of Catawba County is certified to be correct. This instrument was prepared for registration this 2nd day of May, 1997, at 9:00 o'clock A. M., and duly recorded in the Office of the Register of Deeds for CATAWBA County in Book 2029 at Page 390.

This the 2nd day of May, 1997.

RUTH MACKIE  
Register of Deeds

By: Ruth Mackie

em

BOOK 1926 PAGE 1325

CATAWBA  
558

04-27-95



*RSM*  
\$294.00

Real Estate  
Excise Tax

Revenue \$294.00

Excise Tax \$294.00

FILED  
RUTH MACKIE

'95 APR 27 PM 12 06

Filed April 27, 1995 at 12:06 P.M. and

REGISTER OF DEEDS

CATAWBA CO., N.C.

recorded in Book 1926 at Page 1325.

*Ruth Mackie*

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. *Ruth Mackie, Register of Deeds*  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of *Apr* 19*95*  
by \_\_\_\_\_

Mail after recording to  Kirby Kepford, Attorney

This instrument was prepared by Rufus F. Walker, Jr., Yount & Walker, Hickory, NC 28601

Brief description for the Index  7428

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 18th day of April, 1995, by and between

GRANTOR

GRANTEE

THE FLOWERS COMPANY, a North Carolina corporation

GREATER HICKORY COOPERATIVE CHRISTIAN MINISTRY

270 13th Avenue, N.E.  
Hickory, NC 28601

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Hickory, \_\_\_\_\_ Township,

Catawba County, North Carolina and more particularly described as follows:

BEGINNING at an iron which is located North 68° 41' 46" West 216.19 feet from a P.K. nail located at the intersection of the centerline for 1st Avenue, S.E. and the centerline of 2nd Street, S.E. and runs thence from said beginning point with the northern right of way margin for 1st Avenue, S.E. North 74° 28' 06" West 84.29 feet to an iron; thence North 74° 21' 37" West 40.39 feet to an iron; thence North 74° 56' 56" West 24.68 feet to an iron; thence North 73° 01' 43" West 50.37 feet to an iron the southeast corner of the Waldensian Bakeries, Inc. property; thence with the Waldensian Bakeries, Inc. property North 03° 53' 50" East 211.87 feet to an iron in the southern margin of the Southern Railway right of way; thence with the margin of said right of way South 88° 03' East 73.40 feet to an iron; thence North 03° 55' East 99.82 feet to a point in the centerline of the old main track for Southern Railway; thence with the centerline of the old main track for Southern Railway the following calls and distances: South 88° 25' 38" East 23.63 feet, North 89° 53' East 24.45 feet, North 88° 51' East 24.41 feet, North 88° 10' East 24.64 feet

Description continued on reverse

P. 1926 PAGE 1326

and North 87° 39' East 26.10 feet; thence South 04° 05' West 100.78 feet to an iron which is in the line of Abernethy Transfer; thence with the Abernethy Transfer property South 04° 05' West 93.17 feet to a point, a common corner of Abernethy Transfer and Dumonde, Inc.; thence with the Dumonde, Inc. property South 03° 57' West 171.74 feet to the Beginning.

The foregoing description is taken from that survey prepared by Miller Surveying, Inc. dated January 25, 1995 and contains 1.348 acres computed by coordinate method.

The foregoing description is made subject to the following conditions, restrictions, reservations and exceptions:

1. Party Wall Agreements recorded in Book 391 at pages 150, 165 and 313, Catawba County Registry;
2. Joint use of parking area and road right of way agreement more particularly set out in Book 391 at page 135, Catawba County Registry;
3. Conditions, reservations and restrictions as set out in deed recorded in Book 399 at page 135, Catawba County Registry;
4. All rights of way granted to or for the benefit of Southern Railway and the City of Hickory and their successors and assigns; and,
5. All other recorded easements, reservations, restrictions and rights of way.

WEB

BY 1926 PAGE 1327

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1194 at page 335

A map showing the above described property is recorded in Plat Book page

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

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

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

THE FLOWERS COMPANY  
(Corporate Name)

By: *John R. Flowers, Jr.*  
President

ATTEST: *John R. Flowers, Jr.*  
Secretary (Corporate Seal)



(Corporate Name)

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

ATTEST: \_\_\_\_\_  
Secretary (Corporate Seal)

USE BLACK INK ONLY

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

271 • 1926 PAID 1328

SEAL - STAMP

NORTH CAROLINA, Catawba County

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ Grantor,  
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my  
 hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

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

SEAL - STAMP

NORTH CAROLINA, \_\_\_\_\_ County

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ Grantor,  
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my  
 hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

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

SEAL - STAMP

NORTH CAROLINA, \_\_\_\_\_ County

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ Grantor,  
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my  
 hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

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

SEAL - STAMP

NORTH CAROLINA, \_\_\_\_\_ County

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ Grantor,  
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my  
 hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

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

SEAL - STAMP



NORTH CAROLINA, Catawba County

I, a Notary Public of the County and State aforesaid, certify that John R. Flowers, Jr. \_\_\_\_\_  
 personally came before me this day and acknowledged that \_\_\_\_\_ he is \_\_\_\_\_ Secretary of  
The Flowers Company \_\_\_\_\_ a North Carolina corporation, and that by authority duly  
 given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_  
 President, sealed with its corporate seal and attested by him as its \_\_\_\_\_ Secretary.  
 Witness my hand and official stamp or seal, this 25th day of April, 19 95.

My commission expires: 10-27-95 Deborah E. Speights Notary Public

SEAL - STAMP

NORTH CAROLINA, \_\_\_\_\_ County

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ Secretary of  
 \_\_\_\_\_ a North Carolina corporation, and that by authority duly  
 given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_  
 President, sealed with its corporate seal and attested by \_\_\_\_\_ as its \_\_\_\_\_ Secretary.  
 Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

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

The foregoing Certificate(s) of Deborah E. Speights a Notary Public of Catawba County, North Carolina

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

RUTH MACKIE Ruth Mackie REGISTER OF DEEDS FOR CATAWBA COUNTY  
 My Renee Mackie Assistant-Register of Deeds.

RSM



*Providing Hope, Help & Healing through Service, Volunteerism & Community Support.*

The mission of Greater Hickory Cooperative Christian Ministry is to bring together the resources of the community to provide healthcare services, food and hunger programs, and crisis assistance to people in need.

Greater Hickory Cooperative Christian Ministry is requesting a matching grant in the amount of \$5,000 from the City of Hickory's Community Appearance committee, with the goal of updating and improving the overall appearance of the facility. GHCCM is located at 31 1<sup>st</sup> Avenue Southeast on a visible major thoroughfare into the downtown Hickory area. The building is located across from the City of Hickory Municipal Offices in the Urban Revitalization Area and is on the pathway of the City of Hickory's Inspiring Spaces city walk and streetscape improvements beautification projects. GHCCM's building is highly visible and is considered a landmark in the downtown area. Through the Community Appearance grant, matching funds and community donations, GHCCM is planning to make dramatic changes to the entire property to improve the overall look and character of this highly visible building, while serving as a "Beacon of Hope" for which our community can be proud. Because the services provided by GHCCM to the community are not offered in every town, City of Hickory residents can feel proud their city is home to such an organization.

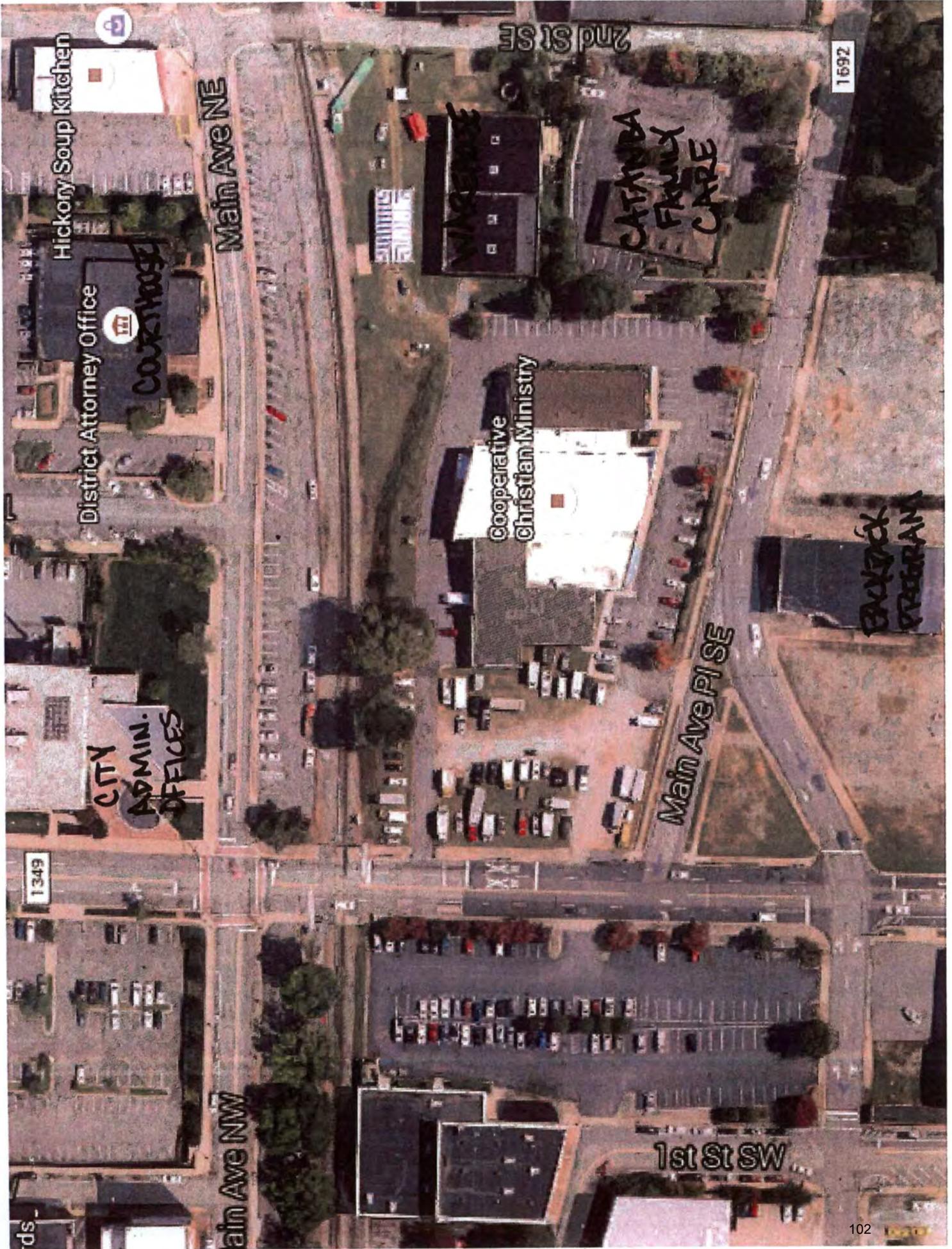
GHCCM was founded in 1969 and the first office spaces were located within local area churches. As we grew, the need for a larger facility to house all the services we provide became apparent. In 1996 a capital campaign was launched to raise \$1,250,000 to purchase and renovate our current facility. However, in the twenty years since that campaign a lot of things have changed for the better but our appearance has not been one of them. The building exterior needs to be pressure washed and painted. The color of our building is outdated and does not fit into the new direction our City is taking with the revitalization efforts of the downtown area. Projects like the development of the Hollar Mill and Moretz Mill facilities as well as the Transportation Insight project at the Lyerly Mill facility showcase our rich history and the beauty of the natural brick buildings throughout the City. It is our wish to work with the natural brick that accents our building and highlight it with the previously painted surfaces being done in a complementary natural brick color for the service portions of the facility, client services and the healthcare clinic.

Improving our facility's appearance also has the potential to generate additional revenue to further sustain the organization through increased traffic at The Thrift Store at GHCCM. With the

potential increase in traffic, our plan also includes replacing our current, broken bicycle rack with a new steel constructed one. Plans are to paint The Thrift Store section of the building with an energetic teal blue accented with citron green graphics. The appearance of the two portions of building will be connected together aesthetically through new teal colored awnings that will be over the entrances to the service areas. Much like the revitalization of the Hickory area as a whole, our building will serve to blend historic preservation and artistic vibrancy.

## Project Materials

- Flat latex paint
- Semi-gloss latex paint
- Semi-gloss alkyd/oil paint
- Direct to metal latex paint
- TSP/Clorox solution
- Fire retardant fabric awnings
- Aluminum awning frames
- Steel bicycle rack







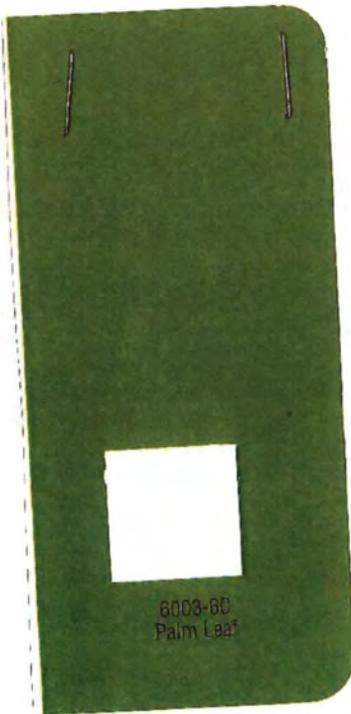
**BLDG.**



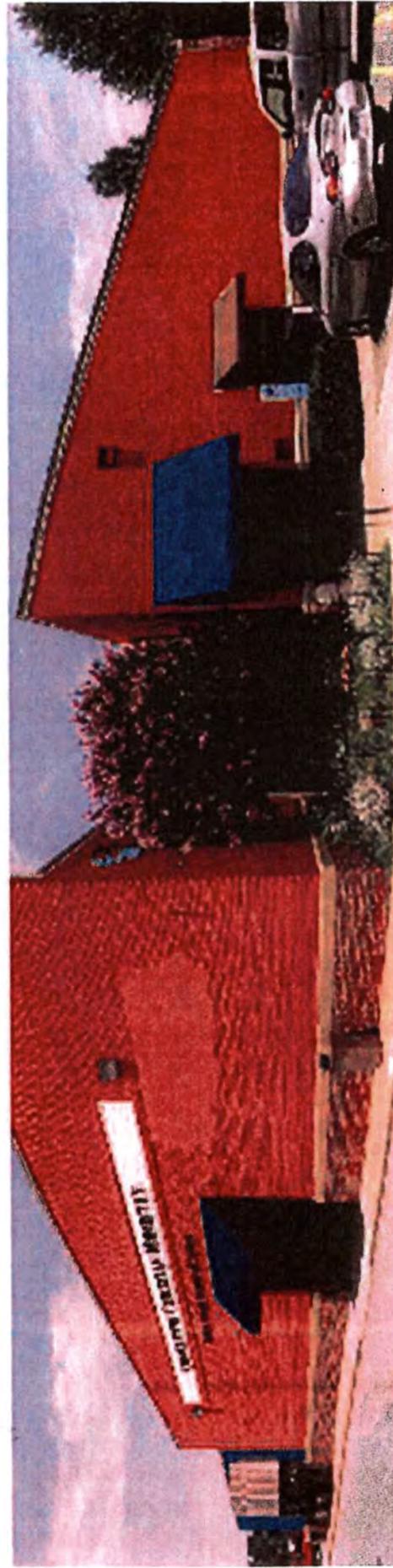
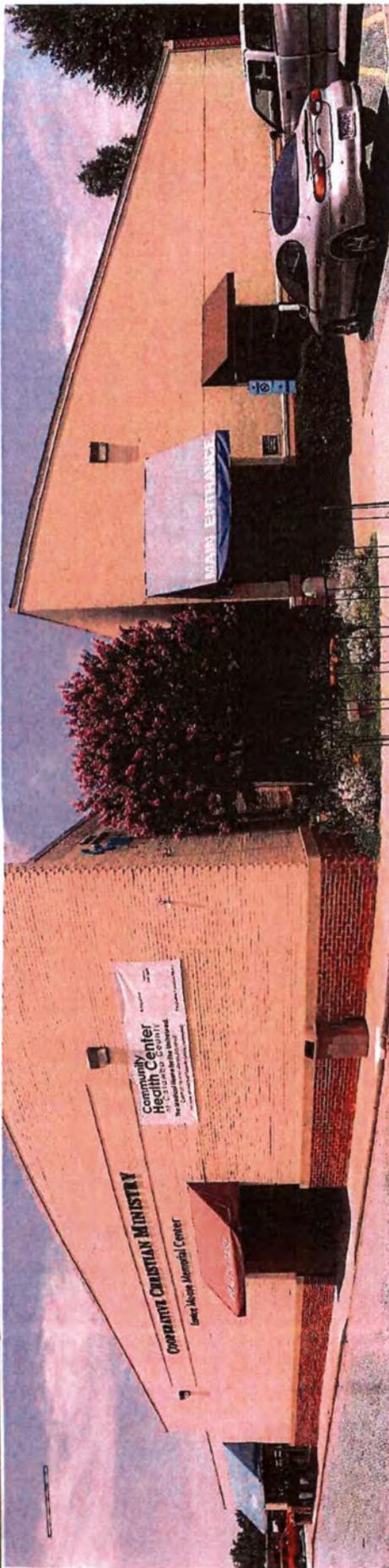
**THRIFT  
STORE**

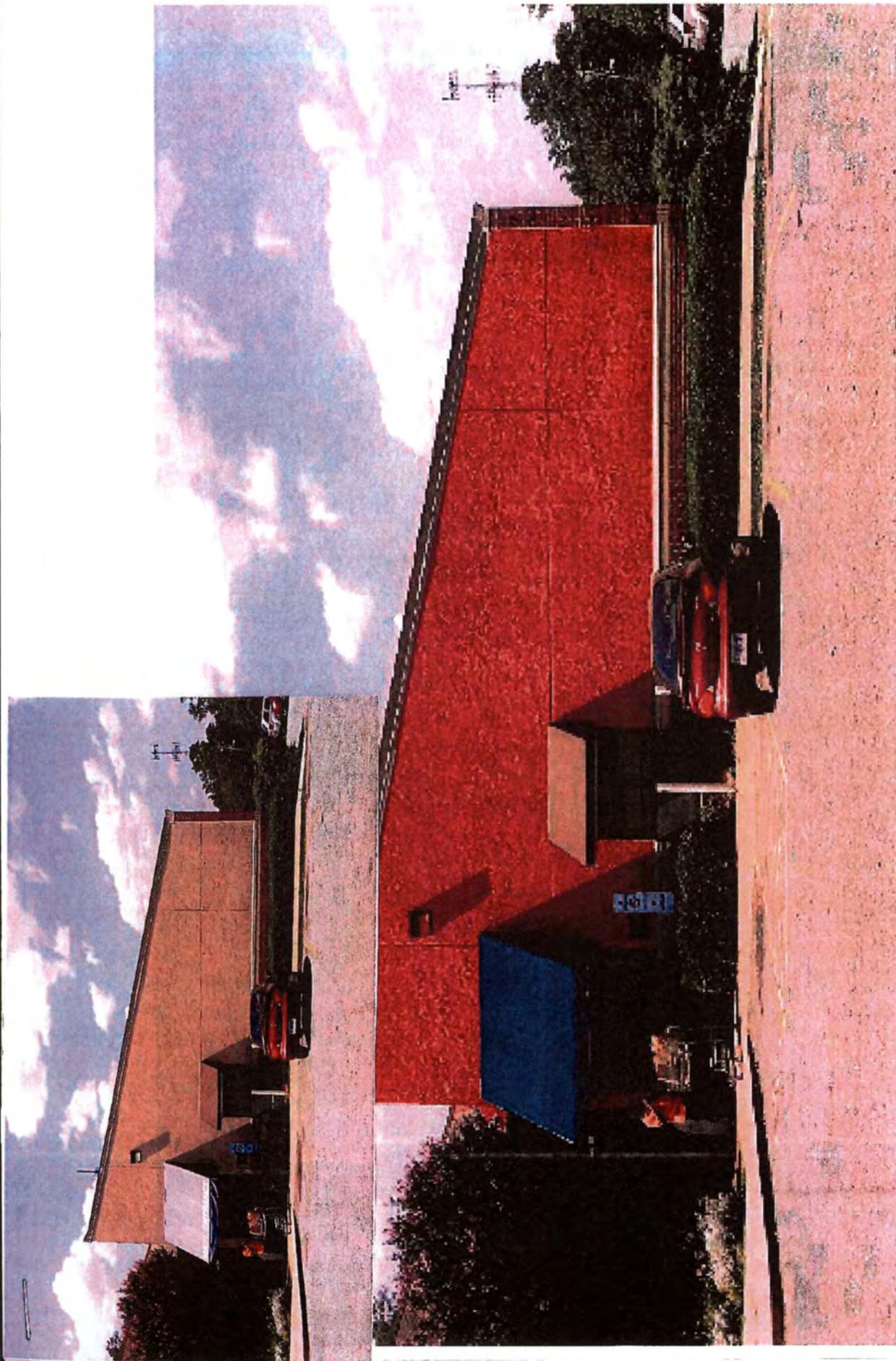


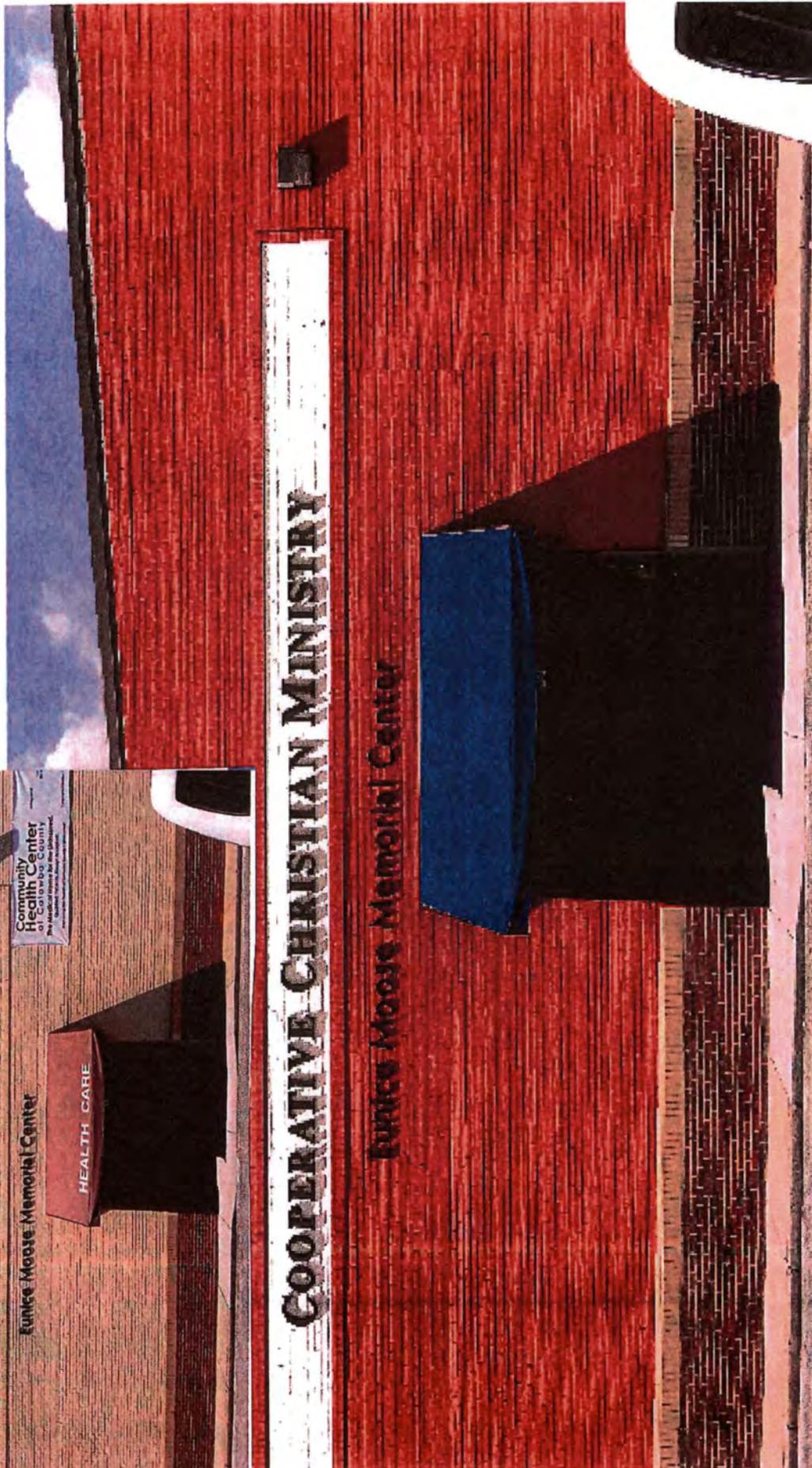
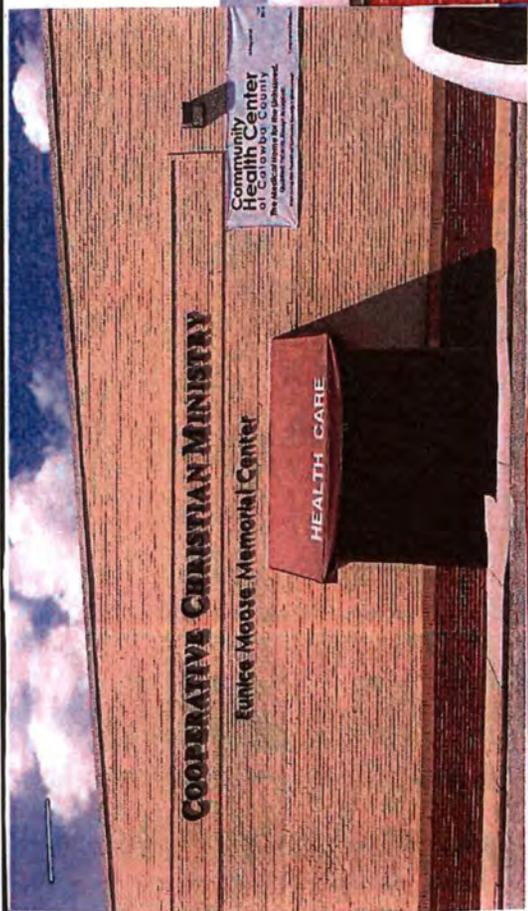
**AWNINGS**

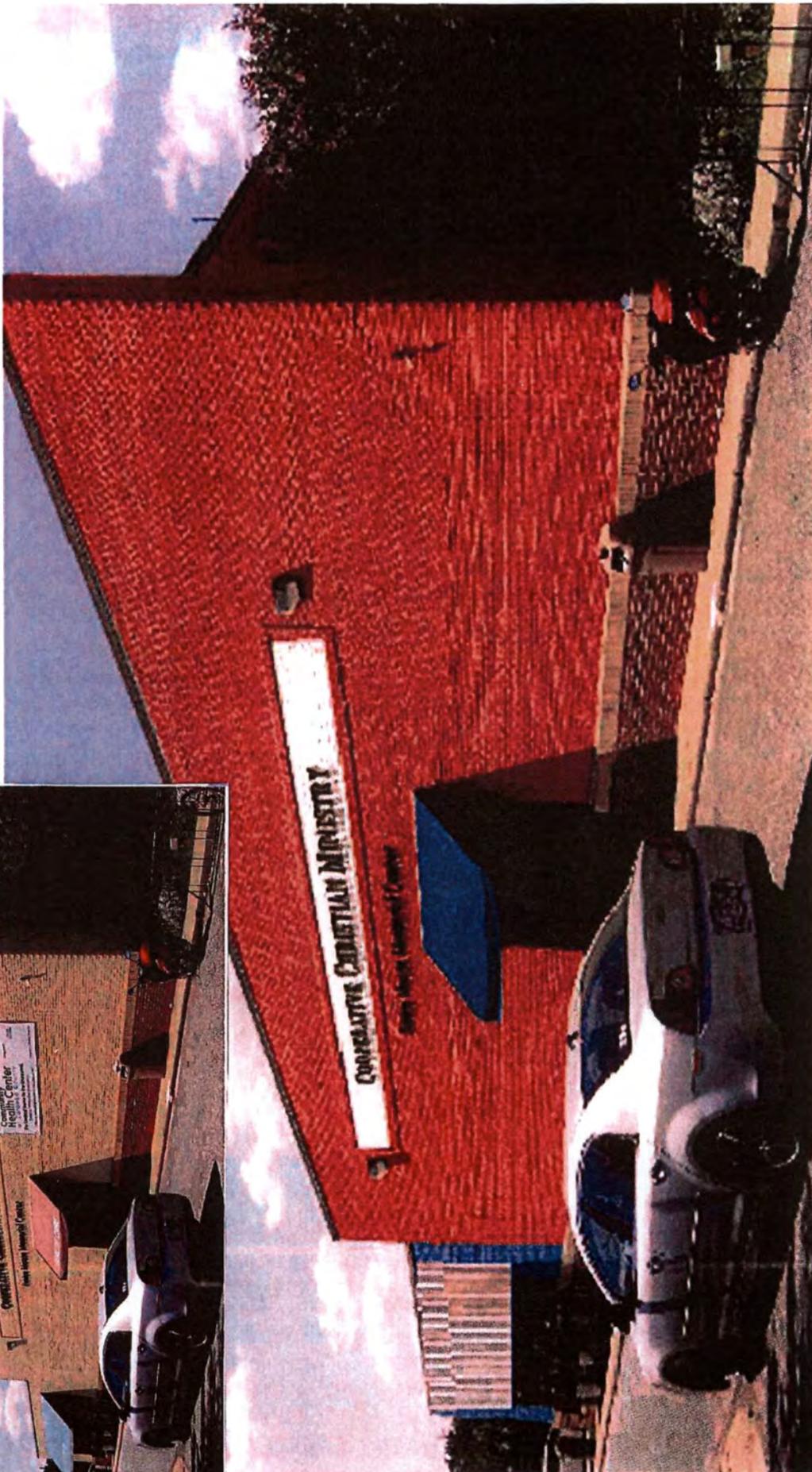
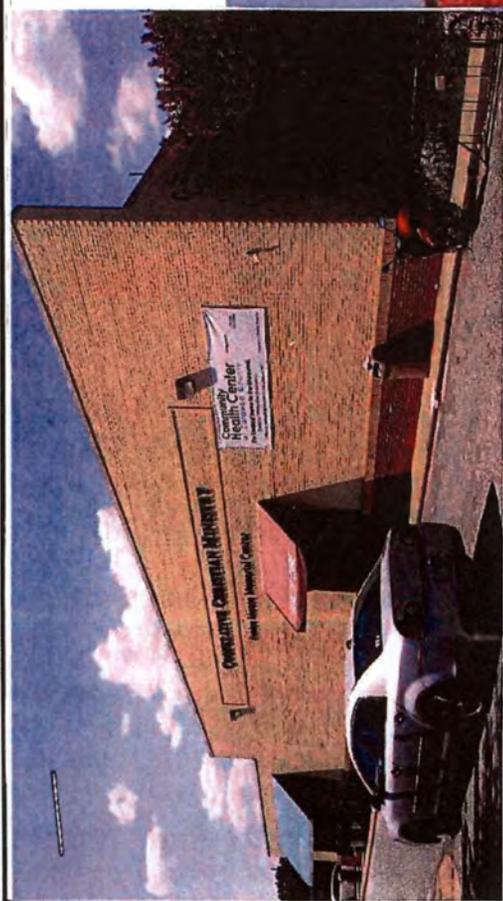


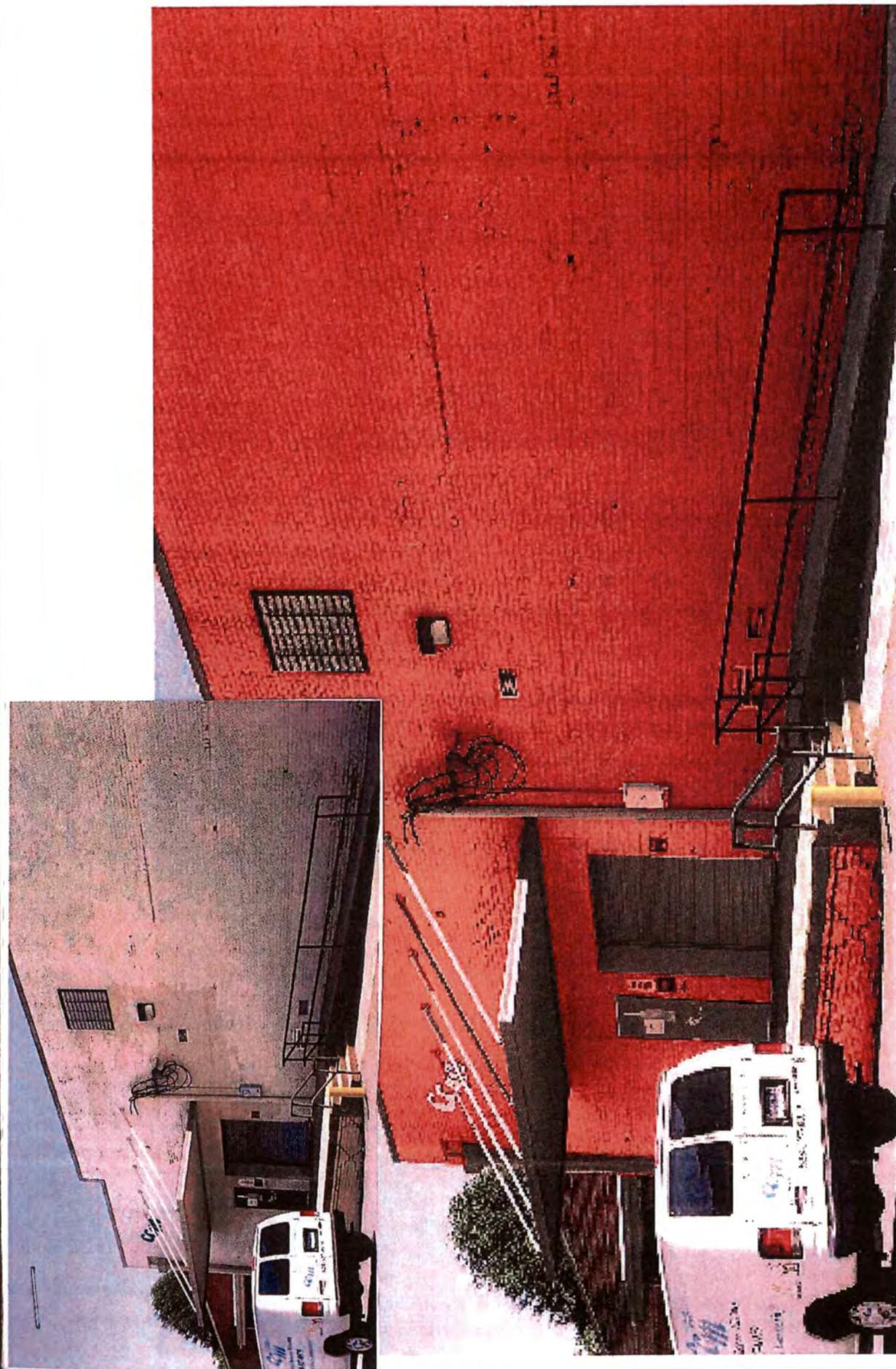
**ACCENT  
COLOR  
(UNDER  
CONSIDERATION)**

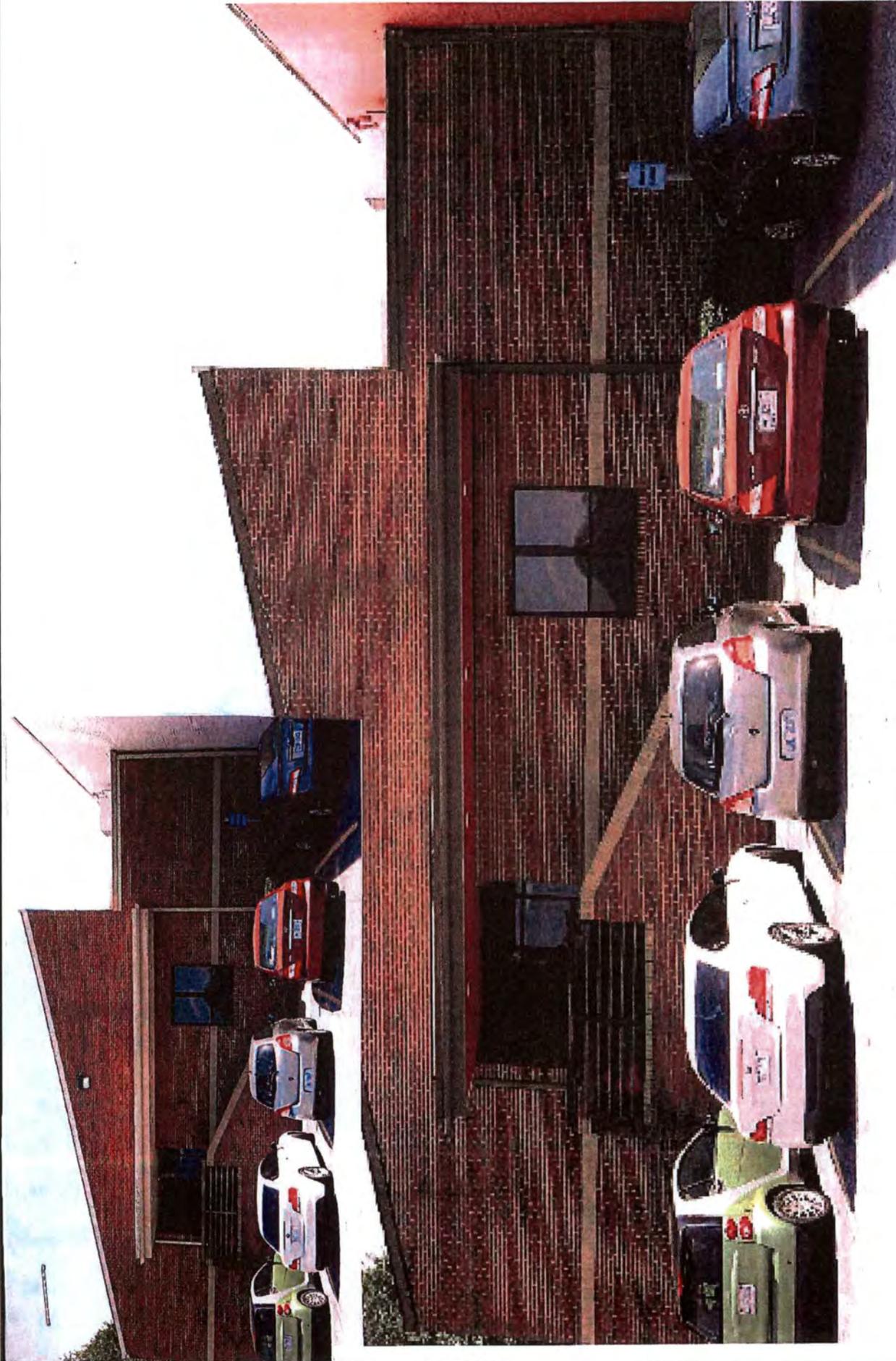






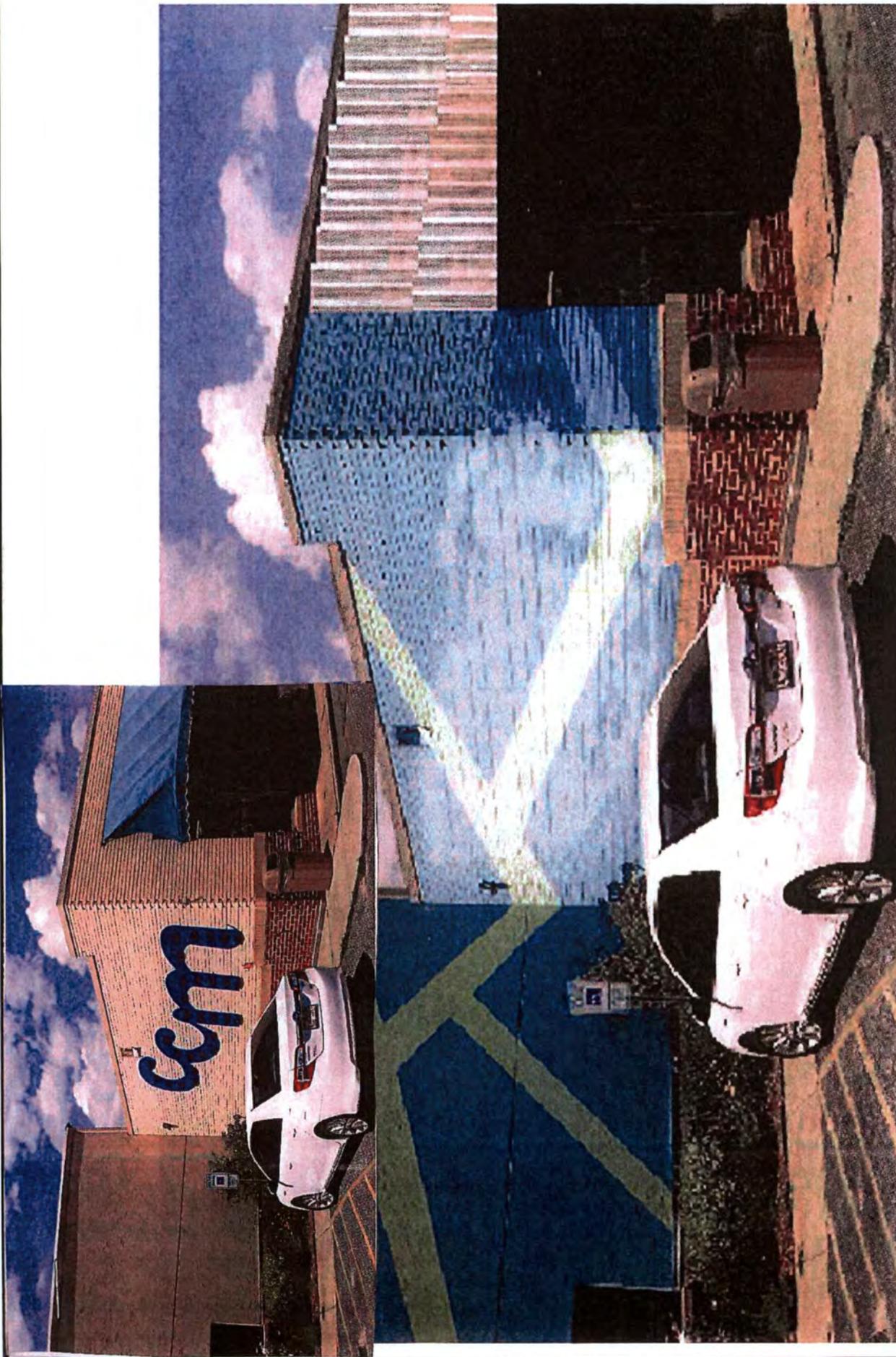








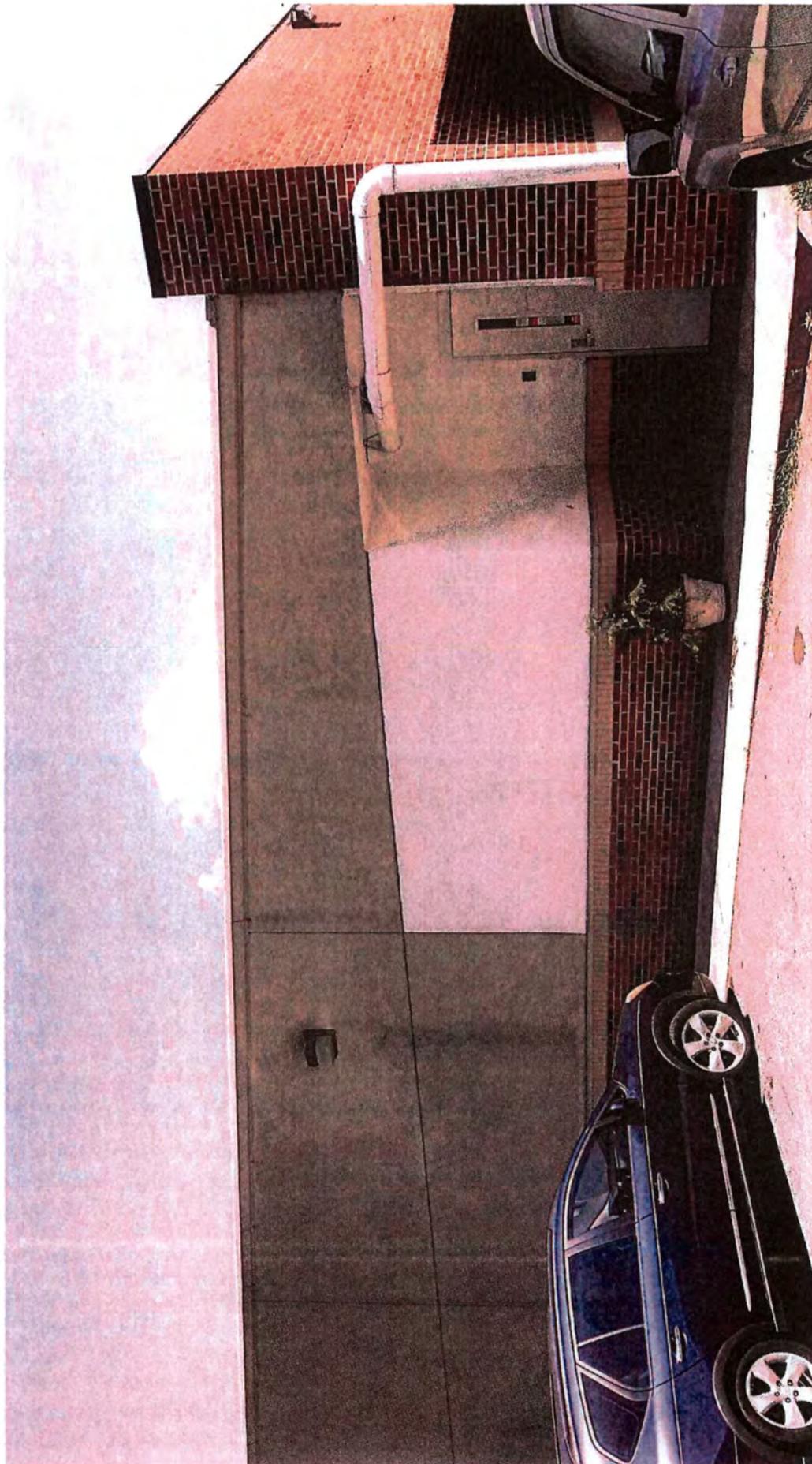
**NOTE: WE HAVE NOT FINALIZED  
ACTUAL SIGNAGE  
(NOT INCLUDED IN THIS PROPOSAL)**

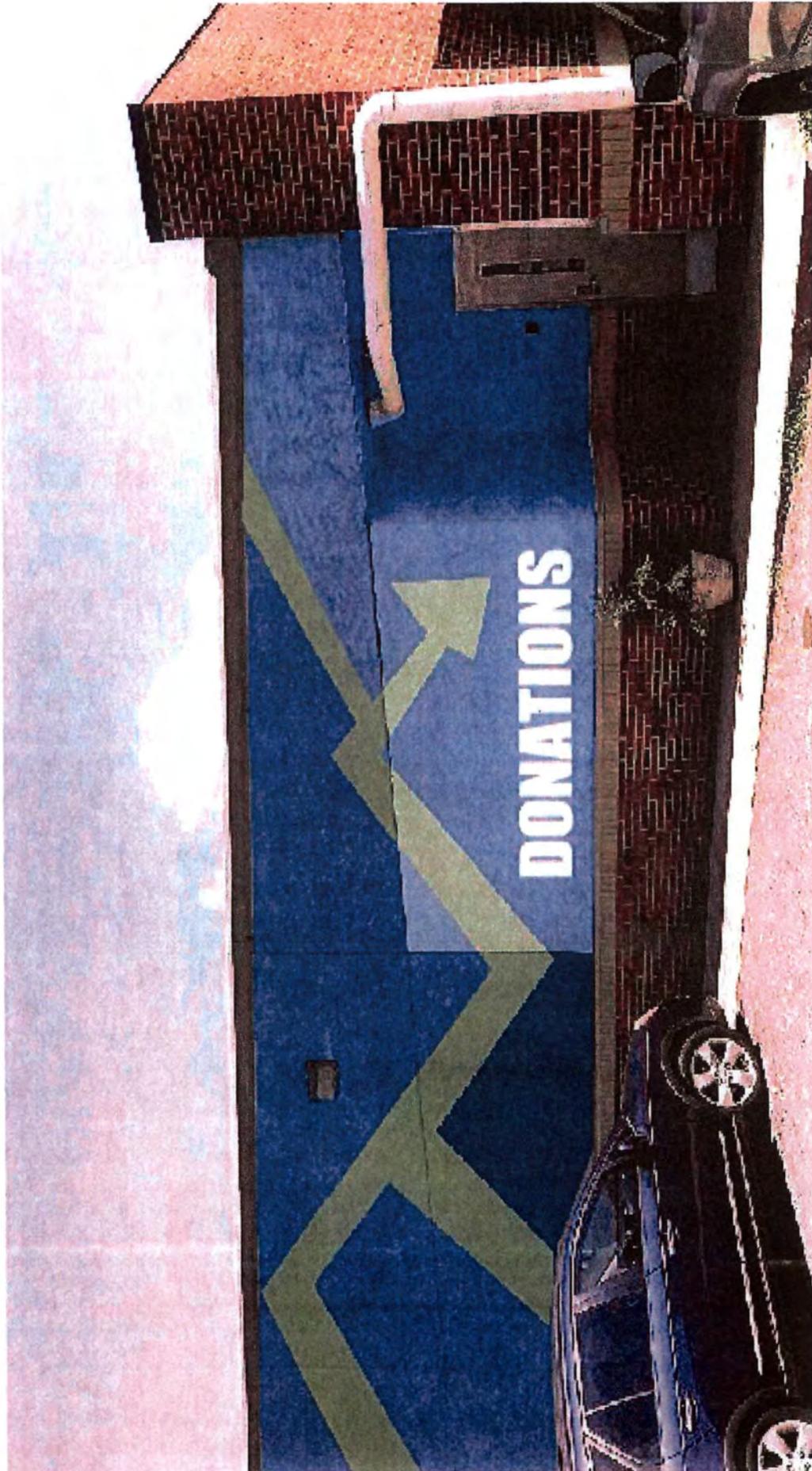


NOTE: MURAL IS ONLY ONE SAMPLE  
OF VARIOUS OPTIONS UNDER CONSIDERATION.









NOTE: THIS WILL BE A METAL SIGN /  
PROFESSIONALLY DESIGNED SIGN



Independent Franchise Owner:  
 Certapro Painters of Hickory/Catawba Valley/ High  
 Country  
 P.O. Box 1970  
 Hickory, NC, 28603  
 Office: 828-381-3024  
 hlloyd@certapro.com  
 1-800-462-3782

Job #: HL928326554  
 Date: 06/18/2015

*Full Workers Compensation Coverage/\$2,000,000 General Liability Insurance*

Cooperative Christian Ministries  
 31 1st Ave SE  
 Hickory, NC 28602  
 Brooke Gilham- Administrave Intern  
 Phone: 828-726-7119  
 Barbara Rush-  
 Executive Director  
 Phone: 828-726-7119

**Special Notes:**  
**Proposal A:**  
 Painting quote for the exterior brick and stucco is based on one coat coverage. One coat may not sufficiently cover depending on the color chosen. If two coats are required then an additional cost of \$3,217.00 will be added to the below price. Please note this in the below "Additional Coat" option.  
 The color of the brick and stucco siding on the "Thrift Store" will probably be different the rest of the facility.  
 All the fabric awnings are being replaced and will be removed before the painting project starts.  
 A couple expansion joints have developed gaps and will need to be refilled.  
 Metal lintels in the rear have extensive rust. Loose rust will be hand tooled and then the metal will be primed and painted.  
 The pressure wash cleaning before painting includes cleaning the unpainted brick.

Exterior surfaces not covered in the below pricing:

Option B. Rear metal overhang awning. Two coat paint the awning top and bottom but not the support rods:

Labor & Materials: \$266.00

Option C. Metal Cap and Downspouts- Two coat paint with a " Direct to Metal" latex:

Labor & Materials: \$1,160.00

**GENERAL DESCRIPTION:** Painting to: Exterior

**QUESTIONABLE AREAS**

**Include**

Brick, Stucco, Stucco Ceiling, Painted Doors/Roll-up Door, Door Frames, Metal Lintels, Bollards

**Exclude**

Maintenance Free Windows, Maintenance Free Doors, Unpainted Brick

**PREPARATION**

**Washing:** POWER WASHING: Power washing is a preparation step before painting to remove dirt and debris. Areas to be painted will be sprayed with a TSP/Clorox solution. Afterwards, we wash off the cleaner under high pressure. In a visual uniform look.

**Scraping:** Wire Brush and/or scrape all loose and peeling paint to ensure a firm base for the new paint. All loose edges will be scraped.

**PRIMING**

| Surface Type/Area | Primer                                | Purpose   |
|-------------------|---------------------------------------|---|
| Metal:            | Spot prime or full prime if specified | Rust Inhibating Oil/Alkyd   |
|                   |                                       | To prevent further damage from rust and aid surface strength to allow for good bonding. |

**FINISH COATS**

| Surface Area       | Manufacture/Paint Type                  | # Coats | Color             |
|--------------------|---|---------|-------------------|
| Brick              | Sherwin Williams, Flat, Latex           | Option  | TBD               |
| Stucco             | Sherwin Williams, Flat, Latex           | Option  | TBD               |
| Stucco Ceiling     | Sherwin Williams, Flat, Latex           | Option  | TBD               |
| Doors/Roll-up Door | Sherwin Williams, Semi-gloss, Latex     | One     | Metalatex Door    |
| Door Frames        | Sherwin Williams, Semi-gloss, Latex     | One     | Metalatex Door    |
| Metal Hand Rails   | Sherwin Williams, Semi-gloss, Alkyd/Oil | One     | Ind. Enamel       |
| Metal Lintels      | Sherwin Williams, Semi-gloss, Latex     | Two     | Metalatex         |
| Bollards           | Sherwin Williams, Semi-gloss, Latex     | One     | DTM Safety Yellow |

OUR METHOD: Certainty Service System®

OUR OBJECTIVE: Customers for Life | To Consistently Deliver Extraordinary Experiences®

Notice of Cancellation and Limited Two-Year Warranty on Reverse

Each CertaPro Painters® business is independently owned and operated.



**Clean Up:** Cleaning will be done daily and in full upon job completion. All ladders down and stacked- Tools & equipment stored properly each evening in acceptable, safe location. The procedures performed to properly clean may create literally thousands of very small paint chips that are impossible to fully cleanup.

**Notes/Misc:** **WARRANTY ON ALL WORK:** We warranty our work for 2 years against blistering and peeling. This is a legal document, please see back of proposal for details.

|  |                   |
|--|-------------------|
| <b>All Labor, Paint, Materials for Proposal A:</b> | <b>\$8,471.00</b> |
| <b>TOTAL</b>                                       | <b>\$8,471.00</b> |

Signature of Authorized Franchise Representative:

*Andrew W. [Signature]* Date: *6/17/2015*

|   |            |
|---|------------|
| ADDITIONAL COAT: If an additional coat is necessary to ensure proper coverage to those items listed as "option" in finish coats, the cost of the additional work will be: | \$3,217.00 |
|---|------------|

(I/WE HAVE READ THE TERMS STATED HEREIN, THEY HAVE EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM.

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY HAVE SHOWN TO (ME/US) AND (I/WE) FIND THE JOB TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE.

SIGNATURE

Date

SIGNATURE

Date



***Custom Coatings, Inc.***

*652 10<sup>th</sup> Ave Dr SE  
Hickory, NC 28602  
Phone (828) 326-0953  
Fax (828) 326-0954*

**PROPOSAL**

**Project:** GHCCM- Hickory NC

**Date:** June 29, 2015

**Areas:** Exterior painting

**Proposal Number:** 15-311

**Proposal includes all labor, materials, and equipment to complete painting of the exterior of the GHCCM building as follows:**

Surfaces to be painted included- Stucco and brick, all prefinished metal trim, gutters, down spouts and metal edging at roof, painted entry doors, awning trim, stucco ceiling at left rear entry, metal railings, and pipe bollards will all be repainted under this proposal.

**Project Specifications:**

**Cleaning** - all surfaces will be pressure washed/cleaned with minimum of 3000 psi aid in the removal failed coatings and any loose rust. The wall surfaces will also be cleaned using mild detergents, which are used to remove mildew and other contaminants. The chemicals are environmentally friendly and will not harm plants or animals. **NOTE:** *We will use lower pressure on stucco surfaces so no damage is done to those wall panels.*

**Prep** – this is the most important part of any quality paint job. All surfaces will be properly cleaned, sanded, primed, etc. We will install a premium grade urethane caulk to all gaps, transitions, cracks, and other areas that require sealant. There are a few minor holes in the stucco where the scrim is showing through. We will patch those holes with stucco patch and prime prior to coating.

**Priming** – all prefinished metal surfaces being coated will be primed with DTM Adhesive Bonding Primer prior to top coats being applied. This primer is designed to adhere to the fluoropolymer coatings on the prefinished metal surfaces. Normal paint will not stick to these surfaces and will cause a paint failure is used without first priming.

**Painting** – all surfaces will then be coated to full coverage of Sherwin Williams Superpaint Acrylic coating. Most surfaces will require two full coats due to the color change that is anticipated under this renovation.

**Protection** – any surface that is not receiving paint will be protected. We will not allow paint to drip onto parking lots and or sidewalks.

**Logistics** – this project will take approximately two weeks depending on weather. We will utilize a boom lift to access the higher areas so caution and planning will be required prior to beginning the project. I understand this facility is very busy on a daily basis and we want to make sure we protect the public while we work.

**TOTAL: \$15,900.00**

We look forward to working with you very soon. We are very experienced at dealing with conditions like your building displays. Our crews work around the general public at industrial sites, factories, shopping centers, malls, and multi-family homes all the time so they will be able to work around your visitors & employee's and keep disruption to a minimum. Please contact me at 828-326-0953 with questions and scheduling.

Joe Brindle

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Payment Due Upon Completion.



Brooke Gilham <gilhamba@email.appstate.edu>

---

**GHCCM awnings**

1 message

---

**Clinton @ Evergreen Awnings** <clinton@evergreenawnings.com>

Thu, Jun 18, 2015 at 7:15 AM

To: Brooke Gilham <gilhamba@email.appstate.edu>

Hi Brooke,

We propose to furnish and install two new awnings for the front of the GHCCM building at 31 First Avenue SE.

One awning over the main entrance will be approximately five feet tall by five feet in projection by nine feet wide. Your cost on this one will be \$960.00.

One awning over the medical center entrance will be approximately four feet tall by four feet in projection by thirteen feet wide. Your cost on this one will be \$990.00.

The awnings will be constructed with new welded aluminum frames and covered with Sunbrella brand solid color fabric.

The fabric samples you had are not fire-retardant. You are probably in the downtown fire district, which requires that awnings be fire-retardant. We have other fabrics, or we can have that Sunbrella fabric treated.

These prices do not include sales tax or any permits which may be required. I think that by going back with replacement awnings the same size as before, you will not need building or zoning permits.

Delivery is running four weeks at this time.

Thank you,  
Clinton Annas

**Evergreen Awnings Inc.**  
828-381-2349  
1310 10th St Drive NW  
Hickory, NC 28601-2364  
Awnings Save Energy!  
www.EvergreenAwnings.com

# Annas Awning Co., Inc.

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

PO Box 956

Hickory, NC 28603

828-322-1198 Fax 828-326-9229

6/18/15

Brooke Gilham  
Greater Hickory Cooperative Christian Ministry  
31 1<sup>st</sup> Ave SE  
Hickory, NC 28602

re: awning recovers

Dear Brooke,

We propose to furnish, fabricate and install;

two fabric awning recovers using your existing frames for \$1900.00.

These prices are good for 90 days and do not include 7% NC sales tax.  
Delivery; approx. 4-6 weeks

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

Sincerely,

Scott Annas



Call us 7 days a week  
**1.888.559.3990**  
 Click to Chat

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0 Items - (\$0.00)

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Outdoor & Grounds Maintenance

Bikes, Racks, and Storage

Bike-Racks & Storage

Grid Bike Racks

### Grid Bike Racks

Grid Bike Racks Feature A Riveted Grid Design That Secures Bicycles In Upright Position.



These bicycle storage racks are made from galvanized, industrial grade steel that withstands years of outdoor use. Framing uses 1-5/8" diameter tubular galvanized steel and the bike grids are made of 3/4" diameter galvanized steel. Grid bike racks are available **Double-Sided** to accommodate bicycles on either sides or **Single-Sided** to accommodate bicycles on one side. Outdoor bike racks can be installed using 3 optional anchor styles: Cement Anchors for new pavement, Earth Anchors for soil and lawns or 6" Spikes for existing pavement. Easy assembly.

#### Customers Who Viewed This Also Viewed

Extra Long Folding Assembly Bench



Aluminum Hand Trucks



Dandux Plastic Box Trucks



Global® 3/4HP Floor Dryer, Blower



Perforated Steel Picnic Tables



COMPARE

|                          | DESCRIPTION    | L"      | W"       | H"      | IMAGE | MODEL     | QTY                  | PRICE                    |
|--------------------------|----------------|---------|----------|---------|-------|-----------|----------------------|--------------------------|
| <input type="checkbox"/> | 5-Bike Single  | 61-5/8  | 26-1/2   | 31-3/16 |       | T9A852770 | <input type="text"/> | \$99.00 + 20.85 Shipping |
| <input type="checkbox"/> | 9-Bike Single  | 111-5/8 | 26-1/2   | 31-3/16 |       | T9A852771 | <input type="text"/> | \$155.00                 |
| <input type="checkbox"/> | 10-Bike Double | 59-3/4  | 38       | 29-1/4  |       | T9A852772 | <input type="text"/> | \$149.00                 |
| <input type="checkbox"/> | 18-Bike Double | 111-5/8 | 38-13/16 | 30-7/8  |       | T9A852773 | <input type="text"/> | \$205.00                 |

COMPARE

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- Apply For Credit
- Request A Catalog
- Catalog Unsubscribe
- Marketplace Seller

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- Site Map
- Inventory Clearance
- Affiliate Program
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- Can't Find It
- Rebate Center
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Shop With Confidence - 30 Day Satisfaction Guarantee

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Home > [Park-It Bike Racks](#)

## Park-It Bike Racks

Parent SKU: TBR-01A

Price From:  
~~\$166.85~~

**Special Price \$132.85 + 35.94**

See Quantity Pricing Below

Bike rack is available in a variety of bike capacity options.

Material: Steel

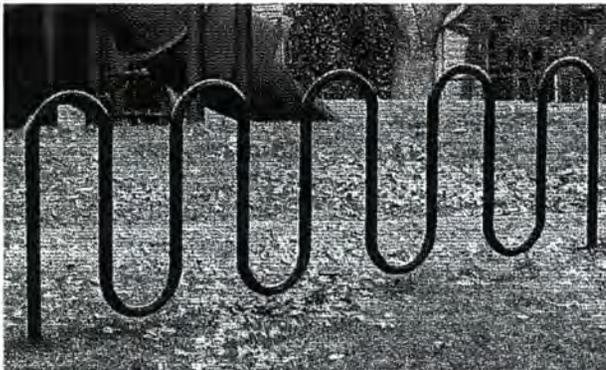
Finish: Powder-coated

Tubing for Locking: Solid 1-7/8" OD powder-coated, 11-gauge steel with protective zinc finish

Holds 5, 7, 9 or 11 bikes, depending upon which bike capacity you choose

Surface or inground mounting options

[Read More...]



park-it bike rack, 11-bike capacity, inground

|     |     |   |    |
|-----|-----|---|----|
| 5   | 7   | 9 | 11 |
| ING | SFM |   |    |



Buy 6 for \$126.85 each and save 5%

Usually Ships In 3-5 Days

### Benefits Features Customer Reviews

- Durable metal construction with protective anti-corrosion coating
- One of our most popular choices among parks and municipalities
- Affordable bike parking solution
- Your choice of Black, Blue or Green powder-coated finish

### Related



**Park-It Bike Rack Surface Mount Covers (Set of Two)**

~~\$60.85~~

Special Price **\$47.85**

Select Your Color



**Bike Crossing Sign**

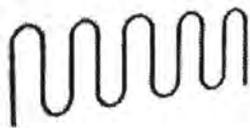
~~\$66.85~~

Special Price **\$52.85**

Sign Material (...)

Sign Size (Ch...)

People who purchased this, also purchased:



**Park-It Bike Racks**

Price From:

~~\$166.85~~

Special Price **\$132.85**

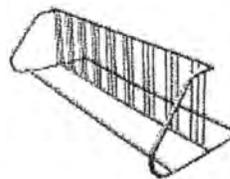


**Super Wave Bike Racks**

Price From:

~~\$399.85~~

Special Price **\$318.85**



**Traditional Galvaniz  
Bike Racks**

**\$478.85**



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**  
**PUBLIC PROPERTY EVENTS**

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

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

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

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

**APPLICANT INFORMATION**

Name of Event: Rodney Atkins Concert  
 Applicant Name & Title: Megan Meade, Director of Community Relations and Events  
 Organization: Hickory Crawdads  
 Mailing (Billing) Address: PO Box 1268  
 City / State / Zip: Hickory, North Carolina 28603  
 Daytime Phone: 8283223000 Cell: 6146381347 Email: mmeade@hickorycrawdads.com  
 Description of the Event: Concert featuring concert artist Rodney Atkins

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

|   |                                       |
|---|---------------------------------------|
| Event Address: 2500 Clement Blvd. NW Hickory, NC 28601  |                                       |
| Date of Event: October 17, 2015   |                                       |
| Event Start Time: 5pm   | Event End Time: 11pm                  |
| Road Closure Begins (if applicable): No   | Road Closure Ends (if applicable): No |
| Set-Up Begins: 9am  | Clean-Up Ends: 1am                    |
| Preferred Date & Time of Inspection: October 16th at 4pm  |                                       |
| Estimated Attendance: 4000  |                                       |
| 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:<br>The Crawdads will handle all vendors |                                       |

APPLICANT'S SIGNATURE [Signature] DATE: 7/23/15

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

**TENTS & MEMBRANE STRUCTURES**

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

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

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

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

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

---

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

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

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

**POWER SOURCES**

Will you use electric generators?  Yes  No

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

Provide contact information for contractor supplying generator power:  
 Name: Sunbelt Rental Phone: (828) 327-4369 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: James Little Phone: (828)328-3235 Email: jhl007@msn.com

**VOICE/MUSIC AMPLICATION**

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

If yes, state the number of bands and type of music: Number of bands: 1-2 \_\_\_\_\_  
 Type(s) of music: Country \_\_\_\_\_

Will a portable or temporary stage be utilized?  Yes  No

If yes\*, state the number of portable or temporary stages: 1 \_\_\_\_\_

Provide contact information for contractor providing stage:  
 Name: James Little Phone: 828-328-3235 Email: jhl007@msn.com

*\*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: 7pm Finish time: 11pm

### 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? The Crawdads

Times for alcohol to be served: 6-10pm

Locations within event site where alcohol will be served: Cafe, First and third base stand and a craft beer cart.

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

### VENDORS

List all commercial vendors who will be present during the event (serving, selling, sampling, or displaying).  
 Vendors are required to obtain a city privilege license. (Use additional sheet of paper if necessary)

| VENDOR NAME                               | ADDRESS | PHONE NUMBER(S) |
|---|---------|-----------------|
| - Vendors will vary depending on sponsors |         |                 |
| Sunbelt Rentals                           |         | 828-327-4369    |
| Valley Rentals                            |         | 828-326-0911    |
| L:N Production                            |         | 828-238-0598    |

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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                             |                      |
| If the event will have food vendors, please check the following that apply:<br><input type="checkbox"/> Served <input checked="" type="checkbox"/> Sold <input type="checkbox"/> Free <input type="checkbox"/> Catered <input type="checkbox"/> Prepared Outdoors<br><i>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.</i> |                             |                      |
| Does the event include food concession and/or cooking areas? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                             |                      |
| If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)<br>(Use additional sheet if necessary)  |                             |                      |
| <i>VENDOR</i>   | <i>COOKING METHOD</i>       | <i>FOOD ITEM</i>     |
| Hickory Crawdads  | Concession stands-stove top | Normal Ballpark food |
|   |                             |                      |
|   |                             |                      |
|   |                             |                      |
| <i>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.</i>   |                             |                      |

### 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  |
|--|---------|---------------------------|---|
| <i>All other set up will be done from concert the night before</i> |         |                           |   |
| 10/17  | 1:00pm  | Band arrives              | use the club house  |
| 10/17  | 2:00pm  | sound check               | Rodney Atkins sound check, looking for second band            |
| 10/17  | 5:30pm  | Gates will open to public | concession stands will be open                                |
| 10/17  | 7:00pm  | Concert begins            | Crawdads are still looking for an opening act                 |
| 10/17  | 11:00pm | Concert Ends              | Crowd leaves, can purchase merchandise and receive autographs |
| 10/17  | 11:00pm | Clean-UP starts           |   |
| 10/17  | 1:00am  | Clean-Up is finished      |   |
|  |         |                           |   |
|  |         |                           |   |

### CITY SERVICES

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

**ROLLOUT CARTS**

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

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

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

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

How many rollout carts are you requesting for trash?   0  

How many recycle carts are you requesting?   0  

Delivery Location?

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

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

**PUBLIC PROPERTY CLEAN-UP**

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? Crawdads will have the cleaning crew clean-up trash

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

Date & Time for clean-up staff arrival:

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

Water Service     Wastewater Service     Portable Toilet Service

**SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)**

Beer/Alcohol Security     Stage Security     Event Area Security     Gate Security  
 Road Closure Security     Money Handling Security     Other \_\_\_\_\_  
 Overnight Security    From \_\_\_\_\_: \_\_\_\_\_ To \_\_\_\_\_: \_\_\_\_\_

Dates & Times security will be on site: October 17- 5:30pm-11pm

Security provided by: City of Hickory    Number of Security Personnel:                      Number will be agreed upon with HPC

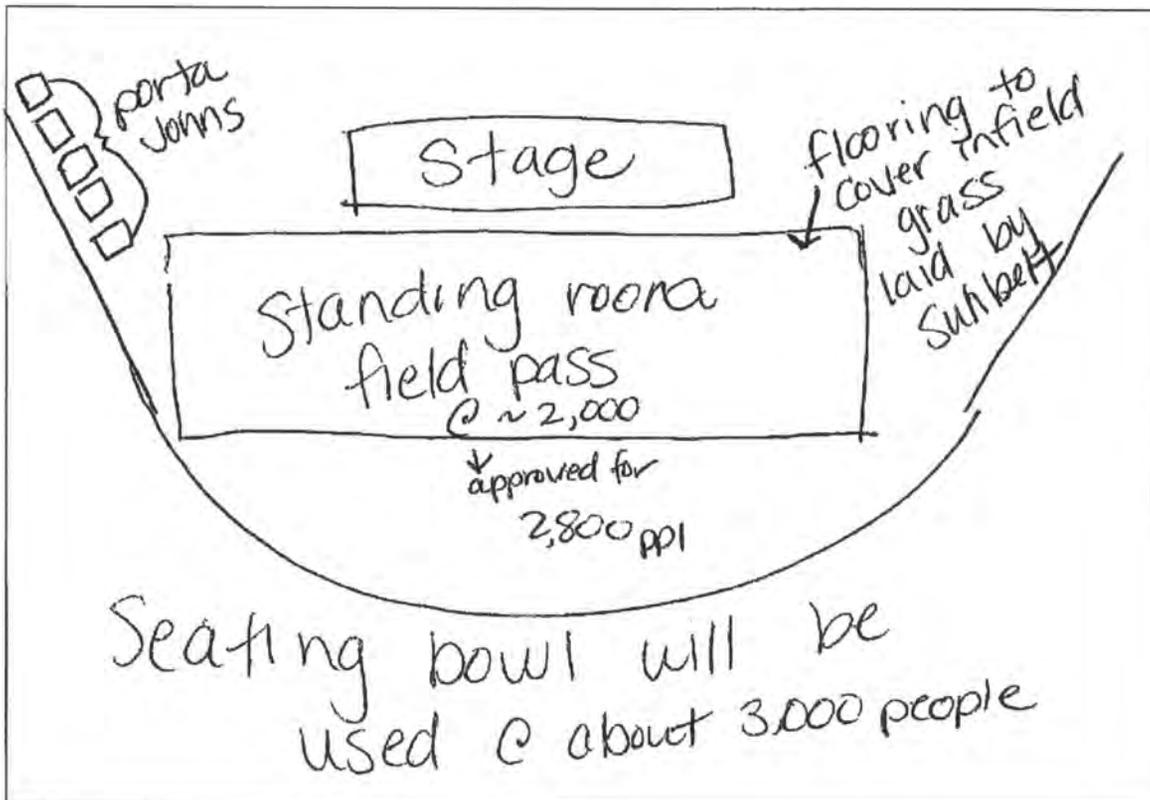
*Applicant may be required to hire sworn off-duty City of Hickory police officers to provide security to insure public safety. The Hickory Police Department will determine the number of security personnel required on site.*

## SITE PLAN

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

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

### SITE PLAN SKETCH



## USE OF UNION SQUARE AND OTHER PUBLIC PLACES

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

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

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

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

Hickory Crawdads

**NAME OF NON-PROFIT ORGANIZATION**

**BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:**

The Crawdads are a minor league baseball team that uses the cities ballpark.

**LIST ORGANIZATIONS OFFICERS:**

Mark Seaman

828-322-3000

TELEPHONE

Charlie Downs

828-322-3000

TELEPHONE

TELEPHONE

**CHAIRPERSON OF THE SPECIAL EVENT:**

Megan Meade

828-322-3000

NAME

TELEPHONE

2500 Clement Blvd NW Hickory, NC 28601

ADDRESS

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

7/23/15  
Date

M. Meade  
President  
Hickory Crawdads  
Non-Profit Organization

Approved by:  
[Signature]  
CITY MANAGER - ASSISTANT

8/20/15  
DATE

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

NORTH CAROLINA

**RELEASE AND INDEMNITY AGREEMENT**

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by THE CITY OF HICKORY, a North Carolina Municipal Corporation, party of the first part, and the Hickory Crawdads, a non-profit organization with its principal place of operation being Catawba County, North Carolina, party of the second part:

**WITNESSETH:**

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

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

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

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

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

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

This the 23 day of July, 2015.

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Witness



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: Symphony Under the Sails

Applicant Name & Title: Hickory Mandy Pitts, Communications Director/Brand Manager

Organization: City of Hickory

Mailing (Billing) Address: PO Box 398

City / State / Zip: Hickory, NC 28603

Daytime Phone: 828-261-2290 Cell: 828-320-8953 Email: mpitts@hickorync.gov

Description of the Event: Members of the Western Piedmont Symphony perform music under the Sails on the Square. The Hickory Metro CVB will be the other sponsor for the event.

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

If yes, please list URI(s): Hickorync.gov HickoryWellCrafted.com HickoryEventsCalendar.com

|  |   |
|--|---|
| <b>Event Address: Sails on the Square stage in Downtown Hickory</b>                                |   |
| <b>Date of Event: Sunday, September 20, 2015</b>   |   |
| <b>Event Start Time: 5 p.m.</b>  | <b>Event End Time: 7 p.m.</b>                 |
| <b>Road Closure Begins (if applicable): n/a</b>  | <b>Road Closure Ends (if applicable): n/a</b> |
| <b>Set-Up Begins: 1 p.m.</b>   | <b>Clean-Up Ends: 7:30 p.m.</b>               |
| <b>Preferred Date &amp; Time of Inspection: n/a</b>  |   |
| <b>Estimated Attendance: 1,500</b>   |   |
| <b>The Event is: <u>    </u> Private (by invitation only) or <u>  *</u> Open to General Public</b> |   |
| <b>Describe the procedures to be used for selecting participants and vendors for this event:</b>   |   |
| <b>Musicians in the Western Piedmont Symphony</b>  |   |

APPLICANT'S SIGNATURE Mandy Pitts DATE: 7/22/15

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

**TENTS & MEMBRANE STRUCTURES**

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

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

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

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

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

---

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

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

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

**POWER SOURCES**

Will you use electric generators?  Yes  No

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

Provide contact information for contractor supplying generator power:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

---

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

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

Provide contact information for person responsible for setup of power:

Name: Alex Brittain, City Phone: 828-234-2201 Email: abrittain@hickorync.gov

**VOICE/MUSIC AMPLICATION**

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

If yes, state the number of bands and type of music: Number of bands: 1- symphony

Type(s) of music: Classical - Symphony music

Will a portable or temporary stage be utilized?  Yes  No

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

Provide contact information for contractor providing stage:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Will your event use amplified sound?  Yes  No

If yes, please indicate times: Start time: 5 p.m. Finish time: By 7 p.m.

**HAZARDOUS MATERIALS**

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks?  Yes  No

**If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.**

Will there be any portable heaters?  Yes  No

Will there be any deep fat fryers?  Yes  No

Will there be any fireworks, lasers, torches, candles or pyrotechnics?  Yes  No

**If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.**

**ALCOHOL**

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

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

What type of alcohol will be served?

Draft Beer  Can/Bottle Beer  Wine  Liquor

Who will be serving the alcohol? Western Piedmont Symphony Board members

Times for alcohol to be served: 4:30 – 6:30 p.m.

Locations within event site where alcohol will be served: On the brick on Union Square between the Public Restrooms and Sails on the Square stage (east side of Square). Note: The WPS Board has applied for an ABC special permit to sell beer and wine, and getting a COI from Broome Insurance (like they did for the May/June concert) since WPS is selling beer and wine. Same permit and COI as the April and June concerts, but with the Sept. 20 date.

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)



**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: 4:30 – 7 p.m.

Security provided by: HPD (Number of Security Personnel: 2)

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

**SITE PLAN**

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

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

## WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: \_\_\_\_\_ % of participants expected under 18: \_\_\_\_\_

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

Number of volunteers expected: \_\_\_\_\_ % of volunteers expected under 18: \_\_\_\_\_

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

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

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

**AIRPORT ROUTE**

Hickory Regional Airport 5k       Approval from Airport Manager Terry Clark

\*The second and fourth Saturdays have existing events in the morning hours. Check with Airport Manager Terry Clark 828-323-7408 or [telark@hickorync.gov](mailto:telark@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](mailto: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. MP N/A

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

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

Must include a parking plan for participants and volunteers (can be included in site plan). MP N/A

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

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. MP N/A

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). MP N/A

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. MP

#### 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) *N/A*

**All Public Property Events:**

- Certificate of Insurance listing the City of Hickory as certificate holder and additional insured. *WPS getting from Broom Insurance*

**-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

*\* just like the  
COI from  
May + June  
concerts.*

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

**USE OF UNION SQUARE AND OTHER PUBLIC PLACES**

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

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

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

City of Hickory - Office of Communications/Brand  
NAME OF NON-PROFIT ORGANIZATION

**BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:**  
Local government and the Office of Communications and the Brand organize some music events on the Sails on the Square stage to promote Hickory's brand and culture.

**LIST ORGANIZATIONS OFFICERS:**

Mick Berry – City Manager

(828) 323-7412  
TELEPHONE

TELEPHONE

**CHAIRPERSON OF THE SPECIAL EVENT:**

Mandy Pitts – Communications Director/Brand Manager  
NAME

(828) 261-2290  
TELEPHONE

PO Box 398, Hickory, NC 28603  
ADDRESS

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

7/22/2015  
Date

Mandy Pitts  
President  
Communications/Brand  
Non-Profit Organization

Approved by:  
Andrea Dault  
CITY MANAGER - ASSISTANT

9/1/15  
DATE

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

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

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

WITNESSETH:

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

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

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

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

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

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

This the 22 day of JULY, 2015.  
Mandy Pitts  
President

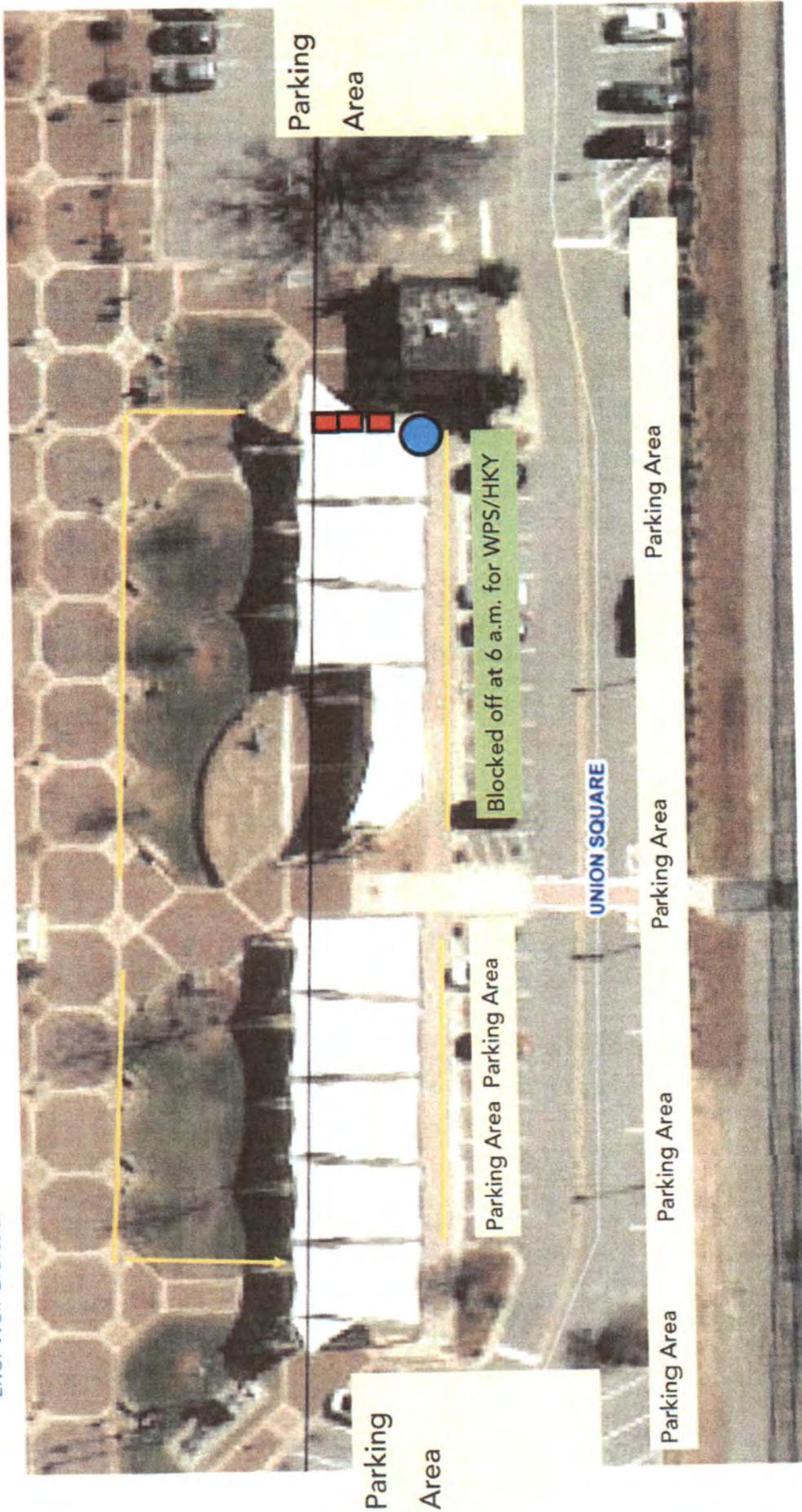
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# Symphony under the Sails Site Plan

September 20, 2015

Life. Well Crafted.



Parking Area

Blocked off at 6 a.m. for WPS/HKY

UNION SQUARE

Parking Area

Parking Area

Parking Area

Parking Area

Parking Area

**Notes:** The stage cannot be seen on this map or the area where the WPS/City/CVB will set up tables under to the Sails. The symphony will be on the stage, and the WPS/City/CVB tables will be on the east side of stage, by public restrooms.

- \_\_\_\_\_ = stanchions
- = WPS board sell beer/wine
- = CVB/City/WPS tables
- ↓ Alcohol bought by WPS within stanchions



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**  
**PUBLIC PROPERTY EVENTS**

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

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

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

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

**APPLICANT INFORMATION**

Name of Event: "Time of My Life Tour"  
 Applicant Name & Title: Megan Meade, Director of Community Relations and Events  
 Organization: Hickory Crawdads  
 Mailing (Billing) Address: PO Box 1268  
 City / State / Zip: Hickory, North Carolina 28603  
 Daytime Phone: 8283223000 Cell: 6146381347 Email: mmeade@hickorycrawdads.com  
 Description of the Event: This will be a four band Christian concert featuring The Alters, Chris August, Unspoken and Among the Thirsty

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

|   |                                       |
|---|---------------------------------------|
| Event Address: 2500 Clement Blvd. NW Hickory, NC 28601  |                                       |
| Date of Event: October 16, 2015   |                                       |
| Event Start Time: 5pm   | Event End Time: 11pm                  |
| Road Closure Begins (if applicable): No   | Road Closure Ends (if applicable): No |
| Set-Up Begins: 9am  | Clean-Up Ends: 1am                    |
| Preferred Date & Time of Inspection: October 16th at 4pm  |                                       |
| Estimated Attendance: 4000  |                                       |
| 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:<br>The Crawdads will handle all vendors |                                       |

APPLICANT'S SIGNATURE Megan Meade DATE: 5/18/15

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

### TENTS & MEMBRANE STRUCTURES

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

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

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

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

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

---

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

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

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

### POWER SOURCES

Will you use electric generators?  Yes  No

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

Provide contact information for contractor supplying generator power:

Name: TBD 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: James Little Phone: 8283283235 Email: jhl007@msn.com

### VOICE/MUSIC AMPLICATION

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

If yes, state the number of bands and type of music: Number of bands: 4

Type(s) of music: Christian

---

Will a portable or temporary stage be utilized?  Yes  No

If yes\*, state the number of portable or temporary stages: 1

Provide contact information for contractor providing stage:

Name: James Little Phone: 828-328-3235 Email: jhl007@msn.com

*\*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: 6:30pm Finish time: 11pm

Concerts

**HAZARDOUS MATERIALS**

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

Will there be any portable heaters?  Yes  No

Will there be any deep fat fryers?  Yes  No

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

**ALCOHOL**

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

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

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

Who will be serving the alcohol?

Times for alcohol to be served:

Locations within event site where alcohol will be served:

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

**VENDORS**

List all commercial vendors who will be present during the event (serving, selling, sampling, or displaying).  
 Vendors are required to obtain a city privilege license. (Use additional sheet of paper if necessary)

| VENDOR NAME      | ADDRESS | PHONE NUMBER(S) |
|------------------|---------|-----------------|
| TBD              |         |                 |
| Compassion Int.  |         |                 |
| De N production  |         | 828-328-3238    |
| Valley Rentals   |         | 828-326-0911    |
| Durham Athletics |         |                 |

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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                             |                      |
| If the event will have food vendors, please check the following that apply:<br><input type="checkbox"/> Served <input checked="" type="checkbox"/> Sold <input type="checkbox"/> Free <input type="checkbox"/> Catered <input type="checkbox"/> Prepared Outdoors<br><i>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.</i> |                             |                      |
| Does the event include food concession and/or cooking areas? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                             |                      |
| If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)<br><i>(Use additional sheet if necessary)</i>   |                             |                      |
| <i>VENDOR</i>   | <i>COOKING METHOD</i>       | <i>FOOD ITEM</i>     |
| Hickory Crawdads  | Concession stands-stove top | Normal Ballpark food |
|   |                             |                      |
|   |                             |                      |
|   |                             |                      |
| <i>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.</i>   |                             |                      |

### 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   |
|------------|---------|---------------------------|--|
| 10/16/2015 | 9:00    | Stage set up              | handled by stage crew  |
| 10/16      | 1:00pm  | Band arrives              | use the club house   |
| 10/16      | 2:00pm  | sound check               | all four bands will do sound check   |
| 10/16      | 5:00pm  | Gates will open to public | concession stands will be open   |
| 10/16      | 6:30pm  | Concert begins            |  |
| 10/16      | 11:00pm | Concert Ends              | <small>Crowd leaves, can purchase merchandise and receive autographs</small> |
| 10/16      | 11:00pm | Clean-UP starts           |  |
| 10/16      | 1:00am  | Clean-Up is finished      |  |
|            |         |                           |  |
|            |         |                           |  |

**CITY SERVICES**

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

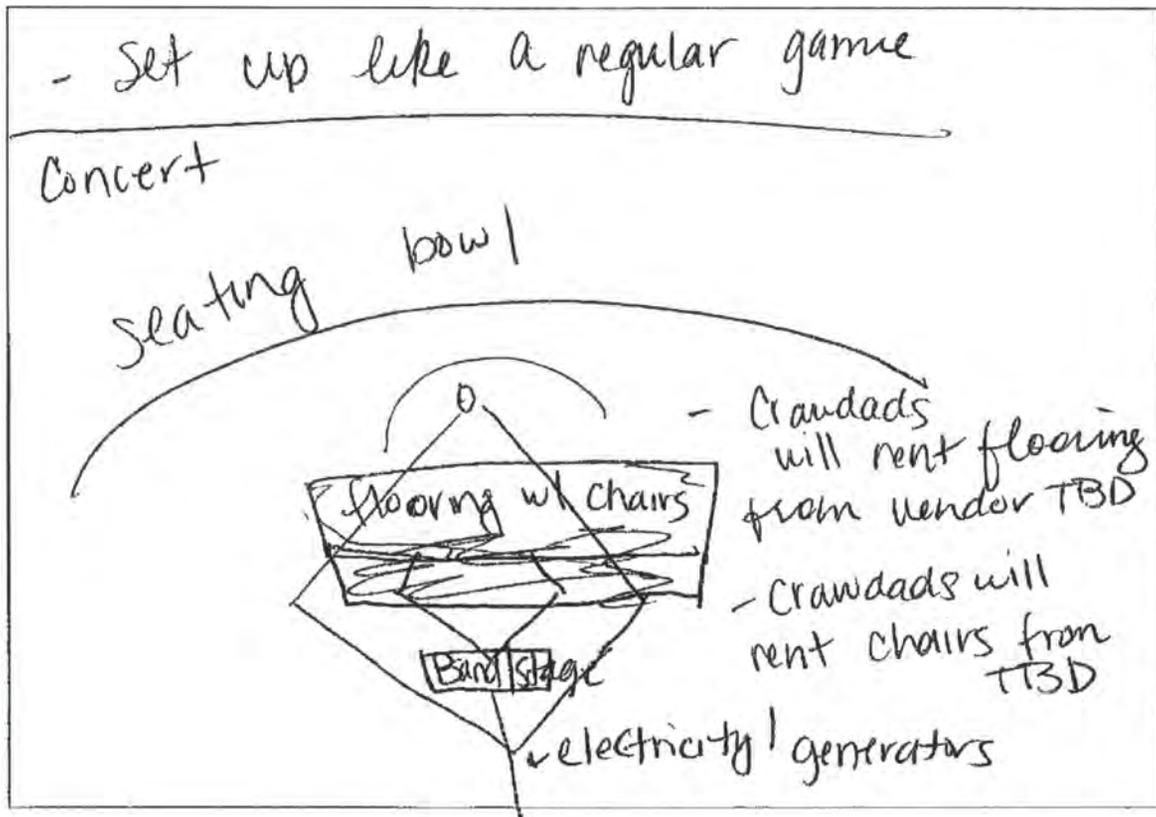
|  |
|--|
| <p><b>ROLLOUT CARTS</b></p> <p>In order to determine what types of containers best suit the needs of the event, please answer the following questions:</p> <p>Will the event be serving/selling/distributing beverages? <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No.</p> <p>If yes, in what containers will they come packaged in?<br/> <input type="checkbox"/> Aluminum cans    <input type="checkbox"/> Glass bottles/jars    <input type="checkbox"/> Plastic bottles/jugs/jars</p> <p>How many rollout carts are you requesting for trash? _____<br/>         How many recycle carts are you requesting? _____</p>   |
| <p>Delivery Location? _____</p>  |
| <p>Date and Time for rollout carts to be emptied/picked up? _____</p> <p><i>Applicants are responsible for cleaning and restoring the site after the event. Please pick up all trash including paper, plastic, bottles, cans and event marketing signs. The cost of any employee overtime incurred because of an applicant's failure to clean and/or restore the site following the event will be borne by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.</i></p>  |
| <p><b>PUBLIC PROPERTY CLEAN-UP</b></p> <p>Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? <u>Crawdads will have the cleaning crew clean-up trash</u></p>   |
| <p>Will the event need City personnel to assist with event site clean-up? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Date &amp; Time for clean-up staff arrival: _____</p>   |
| <p>Will any of the following services be used for the event:<br/> <input type="checkbox"/> Water Service    <input type="checkbox"/> Wastewater Service    <input checked="" type="checkbox"/> Portable Toilet Service</p>   |
| <p><b>SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)</b></p> <p><input type="checkbox"/> Beer/Alcohol Security    <input type="checkbox"/> Stage Security    <input type="checkbox"/> Event Area Security    <input type="checkbox"/> Gate Security<br/> <input type="checkbox"/> Road Closure Security    <input type="checkbox"/> Money Handling Security    <input type="checkbox"/> Other _____<br/> <input type="checkbox"/> Overnight Security    From <u>6</u> : <u>00</u> To <u>10</u> : <u>00</u></p> <p>Dates &amp; Times security will be on site: _____<br/>         Security provided by: <u>Hickory PD</u>    Number of Security Personnel: <u>3</u></p> <p><i>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.</i></p> |

## SITE PLAN

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

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

## SITE PLAN SKETCH



## USE OF UNION SQUARE AND OTHER PUBLIC PLACES

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

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

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

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

Hickory Crawdads  
NAME OF NON-PROFIT ORGANIZATION

**BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:**

- This is a concert put on by Crawdads  
who primary job for baseball

**LIST ORGANIZATIONS OFFICERS:**

Mark Seaman  
Charlie Downs  
Megan Meade

828-322-3000  
TELEPHONE  
828-322-3000  
TELEPHONE  
828-322-3000  
TELEPHONE

**CHAIRPERSON OF THE SPECIAL EVENT:**

Megan Meade  
NAME

828-322-3000  
TELEPHONE

2500 Chement Blvd NW Hickory, 28601  
ADDRESS

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

5/18/15  
Date

[Signature]  
President  
Non-Profit Organization

Approved by:  
[Signature]  
CITY MANAGER - ASSISTANT

9/8/15  
DATE

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

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

**THIS RELEASE AND INDEMNITY AGREEMENT**, entered into by **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, party of the first part, and the Hickory Crawdads, a non-profit organization with its principal place of operation being Catawba County, North Carolina, party of the second part:

WITNESSETH:

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

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

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

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

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

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

This the 18 day of May, 2015.

Mike Scamm  
President

[Signature]  
Witness

**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office

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

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

**Date:** September 3, 2015

**Re:** Citizen's Advisory Committee Recommendations

**REQUEST** Recommendations for assistance through the City of Hickory's Housing Programs.

**BACKGROUND** The mission of the City of Hickory's Community Development Division is to preserve the existing housing base, enhance ownership opportunities for all of its citizens to obtain decent housing and provide a quality environment conducive to the safe and healthy growth of its citizenry. The seven member Citizens' Advisory Committee was formed to provide for citizen input in the facilitation of the City's CDBG program, as well as any other similar community enhancement funding the City may receive.

**ANALYSIS** The following requests were considered by the Citizens' Advisory Committee at their regular meeting on September 3, 2015:

Each of the following applicants are being recommended for approval for assistance under the City of Hickory's 2015 Urgent Repair Program. This program provides qualified low income citizens with assistance for emergency-related repairs not to exceed \$7,200.

- Cassell (Cassie) Deal, 1609 17<sup>th</sup> Street NE, Hickory
- Rosalyn Reinhardt, 721 7<sup>th</sup> Avenue Court SE, Hickory
- Doris Sanders, 410 2<sup>nd</sup> Street SE, Hickory

**RECOMMENDATION** The Citizens' Advisory Committee recommends approval of the aforementioned requests for assistance through the City of Hickory's housing assistance programs. Dave Leonetti, Community Development Manager, will be in attendance to answer any questions. Additional information that may be required can be discussed in closed session.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier  
Initiating Department Head

9/03/15  
Date

*Annette M. Dula*  
Deputy City Attorney, A. Dula

9-8-15  
Date

*Rodney Miller*  
Asst. City Manager Rodney Miller

9-8-15  
Date

*A. Surratt*  
Asst. City Manager, A. Surratt

9-10-15  
Date

*Melissa Miller*  
Finance Officer, Melissa Miller

9-10-15  
Date

\_\_\_\_\_  
Purchasing Manager, Bo Weichel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
City Manager, M. Berry

\_\_\_\_\_  
Date

9

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Kevin B. Greer, PE, Assistant Public Services Director - Public Utilities**  
**Contact Person: Kevin B. Greer, PE**  
**Date: September 15, 2015**  
**Re: Sherwood Forest Sewer Project**  
**(NC-IFS: E-SRG-T-08-0140).**

**REQUEST**

Staff requests Council acceptance of bid and award of construction contract with the responsible low bidder Hickory Sand Company, Inc. for the construction of the Sherwood Forest Sewer Project in the amount of \$713,261.50.

**BACKGROUND**

The Public Utilities Department and Catawba County Environmental Health identified Sherwood Forest Subdivision as one of three areas of concern in 1998 as a part of the future service areas for the City of Hickory Sanitary Sewer System. Staff originally applied for State Revolving Grant funds for completion of this project April 1, 1999. Staff was contacted in 2008 about the status of these projects and then asked to resubmit an updated Preliminary Engineers Report in 2009. NCDENR Division of Water Quality and NC Construction Grants and Loans issued final approval of the Preliminary Engineers Report on May 10, 2010. The project is consists of three identified concentrations of residential housing that have historical problematic septic systems within the existing City of Hickory ETJ and accessible to existing City of Hickory sanitary sewer lines. Sherwood Forest Subdivision consists of 63 residential lots with homes principally built in the 1960's and 1970's. The project was approved for a grant to fund construction of necessary sanitary sewer infrastructure to provide public sewer to the homes in this subdivision.

**ANALYSIS**

The Sherwood Forest Sewer Project includes construction of approximately 7,600 linear feet of 8-inch PVC or Ductile Iron sanitary sewer lines. Sherwood Forest Subdivision is adjacent to the City of Hickory ETJ and the City of Hickory does have existing sanitary sewer lines available for connection by the proposed subdivision sanitary sewer lines. Construction of the proposed systems in accordance with City of Hickory Specifications will result in negligible increase in maintenance costs for the overall System and will provide for further protection of water quality in the area by potentially eliminating failing on-site septic systems.

North Carolina Department of Environment and Natural Resources- State Revolving Fund awarded the City of Hickory a Grant to fund construction of this project with 2 other projects previously. City Council approved the Resolution accepting the application for Grant funds in July 2010.

McGill Associates was responsible for design and bidding of the project. Construction Bids were received from six (6) perspective bidder as follows:

- |   |                |
|---|----------------|
| 1. Hickory Sand Company, Inc.           | \$713,261.50   |
| 2. Neill Grading & Construction Co Inc. | \$767,182.00   |
| 3. M&M Construction of Banner Elk, Inc. | \$866,209.50   |
| 4. Buckeye Bridge, LLC.                 | \$877,056.15   |
| 5. Iron Mtn. Construction               | \$897,553.05   |
| 6. Two Brother Utilities                | \$1,001,826.00 |

This project was distributed to eight (8) perspective bidders with six (6) bidders replying. McGill Associates has evaluated the bid packages and found Hickory Sand Company, Inc. to be the lowest responsible bidder and has recommended acceptance and award of the project to Hickory Sand Company, Inc.

The bid package and project information has been reviewed and accepted by NCDENR-IFS for award. Public Utilities request the project be established with \$713,261.50 contract and \$35,663.00 Contingency for a total of \$748,924.50.

**RECOMMENDATION**

Staff recommends Council acceptance of bid and award of construction contract with the responsible low bidder Hickory Sand Company, Inc. for the construction of the Sherwood Forest Sewer Project in the amount of \$713,261.50.



**NOTICE OF AWARD**

To: **Hickory Sand Company, Inc.**  
**1490 South Center Street**  
**Hickory, North Carolina 28602**

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

Project: **City of Hickory - Sherwood Forest Sewer Project**

The Owner has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated **August 18, 2015** and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of

**Seven hundred thirteen thousand, Two hundred sixty-one, and 50/100 dollars**

**(\$713,261.50)**

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If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_ City of Hickory

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

Title: Mick Berry, City Manager

Hickory Sand Company, Inc.  
Contractor

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

Title: Robert A. Spires, V. President

**NOTICE OF AWARD**

To: **Hickory Sand Company, Inc.**  
**1490 South Center Street**  
**Hickory, North Carolina 28602**

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

Project: **City of Hickory - Sherwood Forest Sewer Project**

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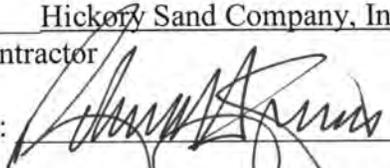
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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City of Hickory

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

Title: Mick Berry, City Manager

Hickory Sand Company, Inc.  
Contractor

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

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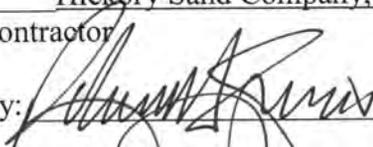
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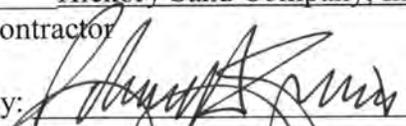
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City of Hickory

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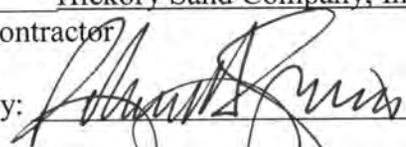
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City of Hickory

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

Title: Mick Berry, City Manager

Hickory Sand Company, Inc.  
Contractor

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

Title: Robert A. Spires, V President

## AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **City of Hickory**, party of the first part hereinafter designated as the **Owner** and **Hickory Sand Company, Inc.**, of Catawba County of the State of North Carolina, party of the second part, hereinafter designated as the **Contractor**.

WITNESSETH: That the parties hereto, for the considerations contained herein, hereby mutually agree as follows:

### **ARTICLE I:**

Under this Agreement and Contract, the Contractor shall construct the Project entitled:

#### **City of Hickory - Sherwood Forest Sewer Project, Hickory, North Carolina**

The project generally consists of construction of approximately 7,350 linear feet of 8-inch PVC and Ductile Iron gravity sewer within the existing Sherwood Forest Subdivision.

### **ARTICLE II:**

In consideration of the payments to be made as hereinafter provided, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work named under Article I hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the Engineer made in accordance with this Contract.

### **ARTICLE III:**

The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

The Owner shall pay to the contractor for the performance of the contract the amounts determined for the total number of each of the units of work in the attached Bid Proposal. The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

### **ARTICLE IV:**

The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract Documents or Contract: Advertisement for Bids; Instructions to Bidders; Bid; Agreement; General Conditions; Special Conditions; Technical Specifications; Contract Drawings, Certificate of Insurance, Performance Bond, Payment Bond and all interpretations of or addenda to the Contract Documents issued by the Engineer with the approval of the Owner.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

#### **ARTICLE V:**

The work to be performed under this Contract shall be commenced within 15 calendar days after the date of written notice by the Owner to the Contractor to proceed. The work shall be completed within 365 calendar days after the date of such notice and with such extensions of time as are provided for in the Contract.

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of Beginning, rate of progress and the time for completion of the work to be done hereunder as Essential Conditions of this Contract. The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion of the work described herein in a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

**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 Owner the sum of \$500.00, not as a penalty, but as compensation to owner 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 Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner 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.

#### **ARTICLE VI:**

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

**Addendum Number One (1) issued on August 6, 2015**  
**Addendum Number Two (2) issued on August 14, 2015**

#### **Conflict of Interest**

Interest of Members, Officers or Employees of the Recipient, Members of Local Governing Body, or other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said

members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts and subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

#### **Legal Remedies Provision**

As stated in 24 CFR Part 85.36 and

Located in - City of Hickory –Sherwood Forest Sewer Project – Bid Documents – “Rules Implementing Mediated Settlement” as labeled in the SRF Special Conditions.

Contracts other than small purchases shall contain provisions or conditions which allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

#### **Termination Provision**

As stated in 24 CFR Part 85.36 and

Located in - City of Hickory –Sherwood Forest Sewer Project – Bid Documents – “General Conditions Suspension of Work, Termination and Delay” as labeled in the Table of Contents and City of Hickory – Sherwood Forest Sewer Project – Bid Documents – “Rules Implementing Mediated Settlement” as labeled in the SRF Special Conditions.

Contracts other than small purchases shall contain provisions or conditions which allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

#### **Lobbying Clauses**

Required by Section 1352, Title 31, U.S. Code

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

#### **Nondiscrimination Clause**

Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds available under this title.

#### **Nondiscrimination on the Basis of Age**

Age Discrimination Act of 1975 as Amended

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

#### **Nondiscrimination on the Basis of Handicap**

Section 504 of the Rehabilitation Act of 1973 as Amended

No qualified person shall on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

#### **"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities**

The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the Project areas, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will include this Section 3 clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

### **Access to Records and Record Retainage**

In general, all official Project records and documents must be maintained during the operation of this Project and for a period of three years following close out in compliance with 4 NCAC 19L Rule .0911, Recordkeeping.

The North Carolina Department of Commerce, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

### **Applicable Laws**

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina, and with federal laws and regulations required by the North Carolina Department of Commerce Small Cities CDBG Housing Development Program cited herein.

### **Executive Order 11246 Clause**

During the performance of this contract, the contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions in this nondiscrimination clause.

The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Orders No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulation, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### **Copeland "Anti-Kickback" Act Provision**

As stated in 24 CFR Part 85.36:

All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

This material is presented in form HUD-4010 and the labor Standards Handbook 1344.1 Rev. 1.

#### **Contract Work Hours and Safety Standards Act**

Contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5, and 5a.

Under section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standards work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week. Section 5 of the Federal Labor Standards Provisions, HUD Form 4010 attached and incorporated herein, sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

This material is presented in the Labor Standards Handbook 1344.1 Rev. 1.

**Clean Water, Clean Air, E. O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts**

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1957 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement which is in excess of \$100,000, agree to the following requirements:

A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

A stipulation that is a condition for the award of the contract is prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

Contractor shall be responsible for material storage and staging areas for the project. These areas must be approved by the Owner.

**Unclassified Material**

The project description is Sewer Extension and the excavation shall be considered Unclassified.

**Project Closeout:**

11 Month Walkthrough:

The Contractor and Owner will have 11-month walk thru of the complete project prior to closeout.

**"As Built":**

The Contractor shall transfer all changes, revisions and additions to one set of plans to the Engineer for approval and submittal to the Owner.

**Warranty:**

The 12-month warranty certification is to begin with completion of various phases of the project. Phases for warranty certification shall be set up in 1/3 increments.

Consent of surety

Release of all liens by all parties

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written

City of Hickory  
Owner

(Seal)

\_\_\_\_\_

By: Mick W. Berry

Attest: \_\_\_\_\_

Title: City Manager

Hickory Sand Company, Inc.  
Contractor

(Seal)



By: Robert A. Spires

Attest: \_\_\_\_\_

Title: Vice President

This instrument has been pre-audited in the manor required by the Local Budget and Fiscal Control Act as amended

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

\_\_\_\_\_

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

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

Approved As To form:

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

\_\_\_\_\_

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

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

BID

TO (Owner): City of Hickory  
Attn: Kevin Greer, PE  
1441 9<sup>th</sup> Avenue NE  
Hickory, NC 28601

PROJECT: Sherwood Forest Sewer Project

FROM: HICKORY SAND COMPANY, INC.  
1490 SOUTH CENTER STREET  
HICKORY, N.C. 28602  
(Bidder)

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

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the contract documents relative thereto; and that he has satisfied himself as to the work to be performed.

The bidder further agrees to furnish all materials, labor, equipment and supplies necessary to complete construction of the project in accordance with the contract documents within the time set forth therein; and to the complete satisfaction of the Owner and Engineer, at the prices stated below.

The bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project within 365 consecutive calendar days after the date of the Notice to Proceed.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No.: #1 Date: Aug. 6, 2015

Addendum No.: #2 Date: Aug. 14, 2015

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

The bidder understands that the Owner reserves the right to reject any or all bids and waive any informalities in the bidding. The Owner reserves the right to award the contract, which in its judgment is in the best interest of the Owner.

The bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closed time for receiving bids.

The Owner reserves the right to reject any and all bids.

The Owner reserves the right to add to or deduct from the work quoted above. In the event the Owner chooses to issue a Change Order for additions to or deletions from the work listed above. Such Change Orders shall be prepared based on the following Unit Prices. Unit Prices shall be for materials in place, complete per specifications.

**Bid Schedule  
City of Hickory - Sherwood Forest Sewer Project**

| No. | Description  | Quantity | Units | Unit Price            | Total Price           |
|-----|--|----------|-------|-----------------------|-----------------------|
| 1   | Mobilization (3% Max)  | 1        | LS    | 18,000. <sup>00</sup> | 18,000. <sup>00</sup> |
| 2   | 8-inch SDR 35 Sewer 0-6'   | 1670     | LF    | 43. <sup>00</sup>     | 71,810. <sup>00</sup> |
|     | 8-inch SDR 35 Sewer 6.1-8'   | 1980     | LF    | 44.75                 | 88,605. <sup>00</sup> |
|     | 8-inch SDR 35 Sewer 8.1-10'  | 1100     | LF    | 47.50                 | 52,250. <sup>00</sup> |
|     | 8-inch SDR 35 Sewer 10.1-12'                                       | 940      | LF    | 49.75                 | 46,765. <sup>00</sup> |
|     | 8-inch SDR 35 Sewer 12.1-14'                                       | 480      | LF    | 53.50                 | 25,680. <sup>00</sup> |
|     | 8-inch SDR 35 Sewer 14.1-16'                                       | 195      | LF    | 59. <sup>00</sup>     | 11,050. <sup>00</sup> |
| 3   | 8-inch DI CL150 Sewer 0-6'   | 690      | LF    | 60. <sup>00</sup>     | 41,400. <sup>00</sup> |
|     | 8-inch DI CL150 Sewer 6.1-8'                                       | 105      | LF    | 61. <sup>00</sup>     | 6,405. <sup>00</sup>  |
|     | 8-inch DI CL150 Sewer 8.1-10'                                      | 190      | LF    | 63.50                 | 12,065. <sup>00</sup> |
|     | 8-inch DI CL150 Sewer 10.1-12'                                     | 180      | LF    | 66. <sup>00</sup>     | 11,880. <sup>00</sup> |
|     | 8-inch DI CL150 Sewer 12.1-14'                                     | 55       | LF    | 69.50                 | 3,822. <sup>50</sup>  |
|     | 8-inch DI CL150 Sewer 14.1-16'                                     | 35       | LF    | 75. <sup>00</sup>     | 2,625. <sup>00</sup>  |
|     | 8-inch DI CL150 Sewer 16.1-18'                                     | 36       | LF    | 85. <sup>00</sup>     | 3,060. <sup>00</sup>  |
| 4   | 4 Ft. Diameter Manholes 0-6'                                       | 7        | EA    | 1,820. <sup>00</sup>  | 12,740. <sup>00</sup> |
|     | 4 Ft. Diameter Manholes 6.1-8'                                     | 14       | EA    | 2,040. <sup>00</sup>  | 28,560. <sup>00</sup> |
|     | 4 Ft. Diameter Manholes 8.1-10'                                    | 5        | EA    | 2,275. <sup>00</sup>  | 11,375. <sup>00</sup> |
|     | 4 Ft. Diameter Manholes 10.1-12'                                   | 6        | EA    | 2,680. <sup>00</sup>  | 16,080. <sup>00</sup> |
|     | 4 Ft. Diameter Manholes 12.1-14'                                   | 1        | EA    | 3,200. <sup>00</sup>  | 3,200. <sup>00</sup>  |
|     | 4 Ft. Diameter Manholes 14.1-16'                                   | 2        | EA    | 3,950. <sup>00</sup>  | 7,900. <sup>00</sup>  |
| 5   | Doghouse MH 4 Ft. Diameter 6.1-8'                                  | 1        | EA    | 4,200. <sup>00</sup>  | 4,200. <sup>00</sup>  |
| 6   | 16-inch X 0.25-inch Steel Encasement Pipe Installed by Bore & Jack | 250      | LF    | 255. <sup>00</sup>    | 63,750. <sup>00</sup> |
| 7   | Same Side Sewer Service Connection                                 | 31       | EA    | 295. <sup>00</sup>    | 9,145. <sup>00</sup>  |
| 8   | Opposite Side Sewer Service Connection-Bored                       | 32       | EA    | 775. <sup>00</sup>    | 24,800. <sup>00</sup> |
| 9   | 4-inch PVC Sewer Service Pipe                                      | 700      | LF    | 98.50                 | 68,950. <sup>00</sup> |
| 10  | Manhole Outside Drop Assembly                                      | 4        | EA    | 1,150. <sup>00</sup>  | 4,600. <sup>00</sup>  |
| 11  | Stabilization Stone in Trench 6-inch Depth                         | 825      | LF    | 7.50                  | 6,187. <sup>50</sup>  |
| 12  | Stream Crossing  | 3        | EA    | 3,935. <sup>00</sup>  | 11,805. <sup>00</sup> |

|         |   |      |    |                      |                        |
|---------|---|------|----|----------------------|------------------------|
| 13      | Rock Excavation with Select Backfill                                    | 165  | CY | 1. <sup>00</sup>     | 165. <sup>00</sup>     |
| 14      | Silt Fence  | 2100 | LF | 3.75                 | 7,875. <sup>00</sup>   |
| 15      | Straw Roll Wattle   | 40   | EA | 30. <sup>00</sup>    | 1,200. <sup>00</sup>   |
| 16      | Construction Entrance   | 3    | EA | 1,000. <sup>00</sup> | 3,000. <sup>00</sup>   |
| 17      | Asphalt Pavement Repair   | 55   | LF | 54.50                | 2,997. <sup>50</sup>   |
| 18      | Asphalt Driveway Repair   | 50   | LF | 39.50                | 1,975. <sup>00</sup>   |
| 19      | Concrete Driveway Repair  | 1024 | LF | 1. <sup>00</sup>     | 1,024. <sup>00</sup>   |
| 20      | Gravel Driveway Repair  | 100  | LF | 12. <sup>00</sup>    | 1,200. <sup>00</sup>   |
| 21      | Rip-Rap on Creekbanks Class B Stone                                     | 99   | TN | 75. <sup>00</sup>    | 7,425. <sup>00</sup>   |
| 22      | Pipe Outlet Protection  | 1    | EA | 150. <sup>00</sup>   | 150. <sup>00</sup>     |
| 23      | Pipe Inlet Protection   | 14   | EA | 75. <sup>00</sup>    | 1,050. <sup>00</sup>   |
| 24      | Seeding   | 4.35 | AC | 1,600. <sup>00</sup> | 6,960. <sup>00</sup>   |
| 25      | Ditch Liner/ Matting  | 6050 | LF | 1.50                 | 9,075. <sup>00</sup>   |
|         |   |      |    | Total :              | 712,806. <sup>50</sup> |
| Words : | SEVEN HUNDRED TWELVE THOUSAND EIGHT HUNDRED SIX DOLLARS AND FIFTY CENTS |      |    |                      |                        |

Upon Notice of Award from the Owner, the Bidder will execute the Contract and within ten (10) days deliver it to the Owner, along with other documents as required by the Contract Documents.

A certified check or bank draft, payable to the order of the City of Hickory negotiable U.S. Government Bonds (at par value) or a satisfactory Bid Bond executed by the Bidder as an acceptable surety in an amount equal to five percent (5%) of the total bid shall be submitted with each bid.

Accompanying this proposal is bid security in the amount of \$ \_\_\_\_\_

said security is in the form of \$ 5% Bid Bond, \$ \_\_\_\_\_ certified check, which shall become the property of the Owner, if in case this proposal shall be accepted by the Owner, the undersigned shall fail to execute a Contract with and give the required bonds and insurance to the Owner within fifteen days after the date of said mailing, telegraphing, or delivery of said written notice of acceptance.

Dated: AUG. 18, 2015

Legal name of person, partnership, or corporation

HICKORY SAND COMPANY, INC.  
Contractor

(Corporate Seal)

By: [Signature]

Title: VICE PRESIDENT

Address: 1490 SOUTH CENTER ST.

HICKORY, N.C. 28602

Attest:

[Signature]

Phone: 828.328.1846

Fax: 828.328.1329

NC General Contractors License No: NC 2648

Be sure to provide bid security, acknowledge all addenda, if any, and provide all signatures and data required above.

## COUNCIL AGENDA MEMOS

**To:** City Manager's Office  
**From:** Police Department/Chief of Police Tom Adkins  
**Contact Person:** Lisa B. Drum  
**Date:** 09/08/2015  
**Re:** Request Approval to Accept the 2015 Justice Assistance Grant (JAG)

**REQUEST:** Hickory Police Department requests permission to accept funds from the 2015 Justice Assistance Grant (JAG) to purchase 12 additional body-worn cameras, hardware, hardware service/replacement, and digital evidence management storage.

**BACKGROUND:** City of Hickory and Catawba County have received notification of approval to receive a combined allocation of \$32,455.00 under the 2015 Justice Assistance Grant Program. The JAG Program is a formula-based grant through the Office of Justice Programs/Bureau of Justice Assistance (BJA) that utilizes Uniform Crime Reporting statistics of all law enforcement agencies to determine eligibility for direct federal grant awards. Cities and counties are required to submit joint applications for the available funding. Catawba County is eligible for a direct award of \$12,900.00 and the City of Hickory is eligible for a direct award of \$19,555.00. There is no match required. The City of Hickory has agreed to serve as lead agency in the grant application process.

**ANALYSIS:** To date, the police department has 90 body worn cameras. There are currently 27 officers who do not have body worn cameras. These officers serve as plain clothes investigators or HPD administration staff. With additional body worn cameras, these officers would be issued and wear the body worn cameras when in uniform and performing uniform officer duties. With grant funds the police department can purchase 12 additional body worn cameras. The body-worn cameras will allow officers to capture video anywhere he or she is located and would capture more events than the in-car video camera will capture. The body-worn cameras would afford the police department a more efficient way to collect, store, and manage digital video evidence footage of officer's interactions. This will be beneficial not only for court preparation but also for investigating the credibility and/or accuracy of complaints. The presence and visibility of body-worn video cameras worn by officers can sometimes deescalate emotionally stressful situations. The TASER AXON camera system combined with the EVIDENCE.com digital evidence solution is the current vendor for HPD's body worn camera solution.

**RECOMMENDATION:** Hickory Police Department recommends acceptance of the JAG grant to purchase 12 additional body worn cameras, hardware, service, and digital evidence management solution in the amount of \$19,555.00 and to serve as lead agency in the grant process for a combined amount of \$32,455.00.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes  
X

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Tom Adkins  
Tom Adkins  
Initiating Department Head  
Date 9/8/15

Armita M. Dula 9-9-15  
Deputy City Attorney, A. Dula  
Date

Rodney Miller  
Asst. City Manager Rodney Miller  
Date 9-9-15

A. Surratt 9-10-15  
Asst. City Manager, A. Surratt  
Date

Melissa Miller  
Finance Officer, Melissa Miller  
Date 9-10-15

Bo Weichel 9-9-15  
Purchasing Manager, Bo Weichel  
Date

\_\_\_\_\_  
Date

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

M. Berry  
City Manager, M. Berry

\_\_\_\_\_  
Date



**Department of Justice**  
Office of Justice Programs

Bureau of Justice Assistance

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Office of Justice Programs

Washington, D.C. 20531

September 3, 2015

Mr. Mick Berry  
City of Hickory  
P.O. Box 398  
Hickory, NC 28603

Dear Mr. Berry:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$32,455 for City of Hickory.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tamaro T. White, Program Manager at (202) 353-3503; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell  
Director

Enclosures



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)

Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

September 3, 2015

Mr. Mick Berry  
City of Hickory  
P.O. Box 398  
Hickory, NC 28603

Dear Mr. Berry:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

### **Ensuring Access to Federally Assisted Programs**

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

### **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

### **Ensuring Equal Treatment for Faith-Based Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm).

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

### Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOSubmission@usdoj.gov](mailto:EEOSubmission@usdoj.gov).

### Meeting the Requirement to Submit Findings of Discrimination

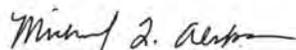
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

|   |           |  |   |                          |           |        |
|---|-----------|--|---|--------------------------|-----------|--------|
|  <p>Department of Justice<br/>Office of Justice Programs<br/><b>Bureau of Justice Assistance</b></p> |           | <b>Grant</b>   |   | PAGE 1 OF 9              |           |        |
| 1. RECIPIENT NAME AND ADDRESS (Including Zip Code)<br>City of Hickory<br>P.O. Box 398<br>Hickory, NC 28603  |           | 4. AWARD NUMBER: 2015-DJ-BX-0954   |   |                          |           |        |
|   |           | 5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018<br>BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018 |   |                          |           |        |
|   |           | 6. AWARD DATE 09/03/2015   |   | 7. ACTION<br><br>Initial |           |        |
| 2a. GRANTEE IRS/VENDOR NO.<br>566001248   |           | 8. SUPPLEMENT NUMBER<br>00   |   |                          |           |        |
| 2b. GRANTEE DUNS NO.<br>071062483   |           | 9. PREVIOUS AWARD AMOUNT \$ 0  |   |                          |           |        |
| 3. PROJECT TITLE<br>Catawba County and Hickory Police JAG Equipment   |           | 10. AMOUNT OF THIS AWARD   |   | \$ 32,455                |           |        |
|   |           | 11. TOTAL AWARD  |   | \$ 32,455                |           |        |
| 12. SPECIAL CONDITIONS<br>THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).                                     |           |  |   |                          |           |        |
| 13. STATUTORY AUTHORITY FOR GRANT<br>This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.   |           |  |   |                          |           |        |
| 14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)<br>16.738 - Edward Byrne Memorial Justice Assistance Grant Program   |           |  |   |                          |           |        |
| 15. METHOD OF PAYMENT<br>GPRS   |           |  |   |                          |           |        |
| AGENCY APPROVAL   |           |  | GRANTEE ACCEPTANCE  |                          |           |        |
| 16. TYPED NAME AND TITLE OF APPROVING OFFICIAL<br><br>Denise O'Donnell<br>Director  |           |  | 18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL<br><br>Mick Berry<br>City Manager |                          |           |        |
| 17. SIGNATURE OF APPROVING OFFICIAL<br><br><i>Denise O'Donnell</i>  |           |  | 19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL  |                          | 19A. DATE |        |
| AGENCY USE ONLY   |           |  |   |                          |           |        |
| 20. ACCOUNTING CLASSIFICATION CODES   |           |  | 21. PDJUGT0945  |                          |           |        |
| FISCAL YEAR   | FUND CODE | BUD. ACT.  | DIV. OFC.   | DIV. REG.                | SUB. POMS | AMOUNT |
| X   | B         | DJ   | 80  | 00                       | 00        | 32455  |

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

|   |  |   |             |
|---|--|---|-------------|
|    | Department of Justice<br>Office of Justice Programs<br><b>Bureau of Justice Assistance</b> | <b>AWARD CONTINUATION<br/>         SHEET<br/>         Grant</b> | PAGE 2 OF 9 |
| PROJECT NUMBER 2015-DJ-BX-0954  | AWARD DATE 09/03/2015  |   |             |
| <i>SPECIAL CONDITIONS</i>   |  |   |             |
| 1. Applicability of Part 200 Uniform Requirements   |  |   |             |
| <p>The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.</p>   |  |   |             |
| <p>If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.</p>  |  |   |             |
| <p>Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).</p>  |  |   |             |
| <p>For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <a href="http://ojp.gov/funding/Part200UniformRequirements.htm">http://ojp.gov/funding/Part200UniformRequirements.htm</a>.</p>  |  |   |             |
| <p>In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.</p>   |  |   |             |
| 2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").  |  |   |             |
| 3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.   |  |   |             |
| 4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.  |  |   |             |
| 5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.   |  |   |             |
| 6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: <a href="mailto:oig.hotline@usdoj.gov">oig.hotline@usdoj.gov</a> hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at <a href="http://www.usdoj.gov/oig">www.usdoj.gov/oig</a> |  |   |             |

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|   | Department of Justice<br>Office of Justice Programs<br><b>Bureau of Justice Assistance</b> | <b>AWARD CONTINUATION<br/>         SHEET<br/>         Grant</b> | PAGE 3 OF 9 |
| PROJECT NUMBER 2015-DJ-BX-0954   |  | AWARD DATE 09/03/2015   |             |
| <b>SPECIAL CONDITIONS</b>  |  |   |             |
| 7. Restrictions and certifications regarding non-disclosure agreements and related matters   |  |   |             |
| <p>No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.</p>  |  |   |             |
| <p>The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.</p>   |  |   |             |
| 1. In accepting this award, the recipient --   |  |   |             |
| a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and  |  |   |             |
| b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.   |  |   |             |
| 2. If the recipient does or is authorized to make subawards or contracts under this award --   |  |   |             |
| a. it represents that --   |  |   |             |
| (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and  |  |   |             |
| (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and   |  |   |             |
| b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. |  |   |             |
| 8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.  |  |   |             |
| 9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.   |  |   |             |

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|   | Department of Justice<br>Office of Justice Programs<br><b>Bureau of Justice Assistance</b> | <b>AWARD CONTINUATION<br/>         SHEET</b><br><br><b>Grant</b> | PAGE 4 OF 9 |
| PROJECT NUMBER 2015-DJ-BX-0954   |  | AWARD DATE 09/03/2015  |             |
| <b>SPECIAL CONDITIONS</b>  |  |  |             |
| <ol style="list-style-type: none"> <li>10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <a href="http://www.ojp.gov/funding/sam.htm">http://www.ojp.gov/funding/sam.htm</a> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</li> <li>11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.</li> <li>12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").</li> <li>13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <a href="http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm">http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm</a>.</li> <li>14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.</li> <li>15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.</li> <li>16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.</li> <li>17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).</li> <li>18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.</li> </ol> |  |  |             |

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|    | Department of Justice<br>Office of Justice Programs<br><b>Bureau of Justice Assistance</b> | <b>AWARD CONTINUATION<br/>SHEET<br/>Grant</b> | PAGE 5 OF 9 |
| PROJECT NUMBER 2015-DJ-BX-0954  |  | AWARD DATE 09/03/2015                         |             |
| <b>SPECIAL CONDITIONS</b>   |  |   |             |
| <ol style="list-style-type: none"> <li>19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).</li> <br/> <li>20. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at <a href="mailto:CivilRightsMOA@usdoj.gov">CivilRightsMOA@usdoj.gov</a> within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at <a href="http://www.ojp.usdoj.gov/funding/other_requirements.htm">http://www.ojp.usdoj.gov/funding/other_requirements.htm</a>, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."</li> <br/> <li>21. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <a href="http://www.it.ojp.gov/gsp_grantcondition">http://www.it.ojp.gov/gsp_grantcondition</a>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.</li> <br/> <li>22. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.</li> <br/> <li>23. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.</li> <br/> <li>24. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See <a href="http://www.ojp.gov/about/ocr/equal_fbo.htm">http://www.ojp.gov/about/ocr/equal_fbo.htm</a>.</li> </ol> |  |   |             |

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|   | Department of Justice<br>Office of Justice Programs<br><b>Bureau of Justice Assistance</b> | <b>AWARD CONTINUATION<br/>         SHEET<br/>         Grant</b> | PAGE 6 OF 9 |
| PROJECT NUMBER 2015-DJ-BX-0954   |  | AWARD DATE 09/03/2015   |             |
| <p><i>SPECIAL CONDITIONS</i></p> <ol style="list-style-type: none"> <li>25. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.</li> <li>26. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.</li> <li>27. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.</li> <li>28. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (<a href="http://www.ctfli.org">www.ctfli.org</a>). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (<a href="http://www.ctfli.org">www.ctfli.org</a>).</li> <li>29. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.</li> <li>30. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.</li> <li>31. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.</li> <li>32. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.</li> </ol> |  |   |             |

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|   | <p>Department of Justice<br/>Office of Justice Programs<br/><b>Bureau of Justice Assistance</b></p> | <p align="center"><b>AWARD CONTINUATION<br/>SHEET<br/>Grant</b></p> | <p align="right">PAGE 7 OF 9</p> |
| <p>PROJECT NUMBER 2015-DJ-BX-0954</p>  |   | <p>AWARD DATE 09/03/2015</p>  |                                  |
| <p align="center"><i>SPECIAL CONDITIONS</i></p> <ol style="list-style-type: none"> <li>33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<a href="https://grants.ojp.usdoj.gov">https://grants.ojp.usdoj.gov</a>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<a href="http://www.bjaperformancetools.org">www.bjaperformancetools.org</a>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.</li> <li>34. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.</li> <li>35. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.</li> <li>36. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.</li> <li>37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<a href="http://nij.gov">http://nij.gov</a>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <a href="http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm">http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm</a>.</li> <li>38. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.</li> <li>39. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.</li> </ol> |   |   |                                  |



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|   | Department of Justice<br>Office of Justice Programs<br><b>Bureau of Justice Assistance</b> | <b>AWARD CONTINUATION<br/>         SHEET<br/>         Grant</b> | PAGE 9 OF 9 |
| PROJECT NUMBER 2015-DJ-BX-0954   | AWARD DATE 09/03/2015  |   |             |
| <i>SPECIAL CONDITIONS</i>  |  |   |             |
| <p>44. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: <a href="https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf">https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf</a></p> <p>45. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:</p> <p style="margin-left: 40px;">a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.</p> <p style="margin-left: 40px;">b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.</p> <p style="margin-left: 40px;">c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.</p> <p>Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.</p> <p>46. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.</p> <p>47. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <a href="http://ojp.gov/funding/Explore/FFATA.htm">http://ojp.gov/funding/Explore/FFATA.htm</a> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p> |  |   |             |



**Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Hickory

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

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|  <p>Department of Justice<br/>Office of Justice Programs<br/>Bureau of Justice Assistance</p>  | <p><b>GRANT MANAGER'S MEMORANDUM, PT. I:<br/>PROJECT SUMMARY</b></p> <p><b>Grant</b></p>   |  |
|   | <p>PROJECT NUMBER<br/>2015-DJ-BX-0954</p>  | <p>PAGE 1 OF 1</p>                                 |
| <p>This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.</p>   |  |  |
| <p>1. STAFF CONTACT (Name &amp; telephone number)</p> <p>Tamaro T. White<br/>(202) 353-3503</p>   | <p>2. PROJECT DIRECTOR (Name, address &amp; telephone number)</p> <p>Lisa Drum<br/>Budget Coordinator<br/>347 Second Avenue SW<br/>Hickory, NC 28602-2844<br/>(828) 261-2609</p> |  |
| <p>3a. TITLE OF THE PROGRAM</p> <p>BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation</p>  |  | <p>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</p> |
| <p>4. TITLE OF PROJECT</p> <p>Catawba County and Hickory Police JAG Equipment</p>   |  |  |
| <p>5. NAME &amp; ADDRESS OF GRANTEE</p> <p>City of Hickory<br/>P.O. Box 398<br/>Hickory, NC 28603</p>   | <p>6. NAME &amp; ADDRESS OF SUBGRANTEE</p>   |  |
| <p>7. PROGRAM PERIOD</p> <p>FROM: 10/01/2014 TO: 09/30/2018</p>   | <p>8. BUDGET PERIOD</p> <p>FROM: 10/01/2014 TO: 09/30/2018</p>   |  |
| <p>9. AMOUNT OF AWARD</p> <p>\$ 32,455</p>  | <p>10. DATE OF AWARD</p> <p>09/03/2015</p>   |  |
| <p>11. SECOND YEAR'S BUDGET</p>   | <p>12. SECOND YEAR'S BUDGET AMOUNT</p>   |  |
| <p>13. THIRD YEAR'S BUDGET PERIOD</p>   | <p>14. THIRD YEAR'S BUDGET AMOUNT</p>  |  |
| <p>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</p> <p>The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).</p> <p>The city of Hickory and Catawba County have been identified as disparate and have agreed to share the aggregate of 2015 JAG funds allocated to them for law enforcement equipment. The city of Hickory will use their share of the funds for body worn camera equipment. The body worn cameras will capture a broader span</p> |  |  |

than the current in-car camera systems and will afford the police department a more efficient way to collect, store, and manage digital video evidence of officers' interactions. Catawba County will use their share of the allocation to purchase law enforcement equipment to be used in active shooter response training. Funds will be used to purchase converted pistols for training, rifle conversion kits for training, and training ammunition for both systems. Training will be targeted at SWAT and first responder deputies.

NCA/NCF

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NCA/NCF

12  
COUNCIL AGENDA MEMOS

Exhibit VIII.L.

**To:** City Manager's Office  
**From:** Police Department/Chief of Police Tom Adkins  
**Contact Person:** Lisa B. Drum  
**Date:** 09/08/2015  
**Re:** Approval to Accept Bullet Proof Vest Grant

**REQUEST:**

Hickory Police Department requests permission to accept a grant to assist in funding the purchase of bulletproof vests for police officers. The City of Hickory will receive up to 50% reimbursement for each vest purchased.

**BACKGROUND:** Since 1999, the BVP program has awarded more than 13,000 jurisdictions, a total of \$393 million in federal funds for the purchase of over one million vests (1,197,348 as of December, 2014). BVP is a critical resource for state and local jurisdictions that saves lives. Based on data collected and recorded by BJA staff, in FY 2012, protective vests were directly attributable to saving the lives of at least 33 law enforcement and corrections officers, in 20 different states, an increase 13.7% over FY 2011. At least 14 of those life-saving vests had been purchased, in part, with BVP funds. Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefitting from the BVP Program have a written "mandatory wear" policy in effect. Hickory Police Department has a mandatory wear policy for all uniformed officers while on duty. This grant will pay up to 50% of the cost of NIJ approved vests purchased by Hickory Police Department. 45 vests have been requested at an estimated price of \$750.00 for each vest.

**ANALYSIS:**

Monies are placed in the police department budget uniform line item annually to purchase vests for police officers. Life expectancy of each vest is approximately five (5) years.

**RECOMMENDATION:**

The Police Department would recommend acceptance of this grant to receive up to 50% funding to purchase bulletproof vests for police officers.

**BUDGET ANALYSIS:**

**Budgetary Action**

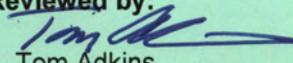
Is a Budget Amendment required?

Yes  
X

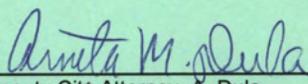
No

**LIST THE EXPENDITURE CODE:**

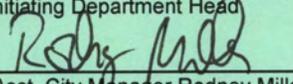
**Reviewed by:**

  
\_\_\_\_\_  
Tom Adkins  
Initiating Department Head

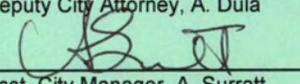
09/08/2015  
Date

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

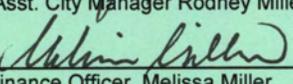
9-9-15  
Date

  
\_\_\_\_\_  
Asst. City Manager Rodney Miller

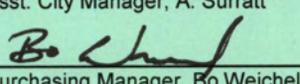
9-9-15  
Date

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

9-10-15  
Date

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

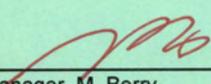
9-10-15  
Date

  
\_\_\_\_\_  
Purchasing Manager, Bo Weichel

9-9-15  
Date

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
City Manager, M. Berry

\_\_\_\_\_  
Date

**Lisa Drum**

**From:** owner-bvp-list@oip.usdoj.gov on behalf of BVP [bvp@usdoj.gov]  
**Sent:** Thursday, September 03, 2015 2:49 PM  
**Subject:** 2015 BVP Award Email

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2015 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2015 BVP awards is available at: <http://www.oip.usdoj.gov/bvpbasi/>.

The FY 2015 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2015. The deadline to request payments from the FY 2015 award is August 31, 2017, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm>  
Stab Resistant Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm>

As a reminder, all jurisdictions that applied for FY 2015 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: <http://www.oip.usdoj.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>

Finally, please visit the following page for checklists and guides for each step of the BVP process: <http://oip.gov/bvpbasi/bvpprogramresources.htm>

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at [vests@usdoj.gov](mailto:vests@usdoj.gov) or 1-877-758-3787.

Thank you

BVP Program Support Team



**1. Registration**

- 1.1 [Agency Information](#)
- 1.2 [Agency Contacts](#)

**2. Application**

- 2.1 [Application Profile](#)
- 2.2 [Manage Application](#)
- 2.3 [Review Application](#)
- 2.4 [Submit Application](#)
- 2.5 [Mandatory Wear Policy](#)

**3. Payment**

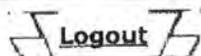
- 3.1 [Bank Information](#)
- 3.2 [Print Bank Form](#)
- 3.3 [Manage Receipts](#)
- 3.4 [Payment Request](#)
- 3.5 [Payment History](#)

**4. Status**

- 4.1 [Current Status](#)
- 4.2 [LEA Status](#)
- 4.3 [Application History](#)

**5. Personal Information**

- 5.1 [User Profile](#)
- 5.2 [Change Password](#)



**BVP HELP DESK**  
(Toll-Free 1-877-758-3787)

[NIJ Standards](#) [Glossary](#) [BVP Manuals](#)

**Application Profile**

|   |              |
|---|--------------|
| Participant   | HICKORY CITY |
| Fiscal Year   | 2015         |
| Number of Agencies Applied                            | 0            |
| Total Number of Officers for Application              | 120          |
| Number of Officers on Approved Sub-Applications       | 120          |
| <u>Unspent BVP Funds Remaining</u>                    | \$14,874.73  |
| Unspent BVP Funds <u>Obligated</u> for Vest Purchases | \$7,308.00   |

**Sub-Application Profile**

|   |      |
|---|------|
| Fiscal Year   | 2015 |
| <u>Vest Replacement Cycle</u>   | 5    |
| Number of Officers  | 120  |
| Zylon Replacement   | 0    |
| <u>Emergency Replacement Needs</u> Stolen or Damaged Officer Turnover | 0    |
|   | 5    |

**Application Details**

| NIJ#                | Quantity  | Unit Price | Extended Cost      | Tax Shipping and Handling | Total Cost         |
|---------------------|-----------|------------|--------------------|---------------------------|--------------------|
| BA-2000S-MNO1       | 45        | \$750.00   | \$33,750.00        | \$400.00                  | \$34,150.00        |
| <b>Grand Totals</b> | <b>45</b> |            | <b>\$33,750.00</b> | <b>\$400.00</b>           | <b>\$34,150.00</b> |

**Award Summary for FY2015 Regular Fund**

| Funds Type           | Eligible Amount    | Award              | Date Approved | Status          |
|----------------------|--------------------|--------------------|---------------|-----------------|
| Regular Fund         | \$34,150.00        | \$16,672.24        | 08/11/15      | Approved by BVP |
| <b>Grand Totals:</b> | <b>\$34,150.00</b> | <b>\$16,672.24</b> |               |                 |

[Return](#)

**GRANT PROJECT ORDINANCE # 2**

**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, that the following grant project ordinance is hereby adopted for the duration of the project.

**SECTION 1.** To amend the FY2015 Bulletproof Vest Partnership Grant, the expenditures are to be changed as follows:

| FUNCTIONAL AREA | INCREASE      | DECREASE |
|-----------------|---------------|----------|
| Public Safety   | 34,150        | -        |
| <b>TOTAL</b>    | <b>34,150</b> | <b>-</b> |

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

| FUNCTIONAL AREA                 | INCREASE      | DECREASE |
|---------------------------------|---------------|----------|
| Restricted Governmental Revenue | 16,672        |          |
| Other Financing Sources         | 17,478        | -        |
| <b>TOTAL</b>                    | <b>34,150</b> | <b>-</b> |

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**CITY OF HICKORY  
GRANT PROJECT ORDINANCE # 2  
BULLETPROOF VEST PARTNERSHIP GRANT FY 2015**

**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 Bulletproof Vest Partnership Grant FY 2015.

**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:

|                                       |                 |
|---------------------------------------|-----------------|
| <b>Restricted Government Revenue:</b> |                 |
| Federal Revenue                       | \$16,672        |
| Other Financing Sources               | <u>17,478</u>   |
| <b>Total</b>                          | <b>\$34,150</b> |

**SECTION 4.** The following amounts are appropriated for the project:

|                       |                  |
|-----------------------|------------------|
| <b>Public Safety:</b> |                  |
| Public Safety         | <u>\$ 34,150</u> |
| <b>Total</b>          | <b>\$ 34,150</b> |

**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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**BUDGET ORDINANCE AMENDMENT # 6**

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

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

| FUNCTIONAL AREA      | INCREASE | DECREASE |
|----------------------|----------|----------|
| Public Safety        |          | 17,478   |
| Other Financing Uses | 17,478   |          |
| <b>TOTAL</b>         | 17,478   | 17,478   |

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**COUNCIL AGENDA MEMOS**

**To: City Manager’s Office**

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

**Contact Person: Dave Leonetti**

**Date: August 20, 2015**

**Re: Public Hearing to consider FY 2014– 2015 Consolidated Annual Performance and Evaluation Report (CAPER)**

**REQUEST** Conduct a public hearing to consider the FY 2014 – 2015 Consolidated Annual Performance and Evaluation Report for submission as required by the U.S. Department of Housing and Urban Development.

**BACKGROUND** The U.S. Department of Housing and Urban Development requires the City of Hickory, as a Community Development Block Grant (CDBG) entitlement funding recipient, to report on CDBG monies spent within the previous fiscal year. This report, the CAPER – Consolidated Annual Performance and Evaluation Report – 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. CDBG resources were used for the following:

|                                |                     |
|--------------------------------|---------------------|
| Housing Rehabilitation:        | \$ 21,426.32        |
| Housing Rehab Admin            | \$ 1,726.03         |
| City of Refuge                 | \$ 3,278.00         |
| Exodus Homes                   | \$ 9,834.00         |
| ALFA                           | \$ 9,834.00         |
| Hickory Soup Kitchen           | \$ 9,834.00         |
| Cooperative Christian Ministry | \$ 9,834.00         |
| Safe Harbor Rescue Mission     | \$ 9,834.00         |
| Comm. Ridge Daycare            | \$ 1,285.07         |
| Down Payment Assistance        | \$ 29,000.00        |
| Curb & Gutter                  | \$ 79,004.55        |
| Ridgeview Library              | \$ 2,441.64         |
| Kiwanis Park Shelter/Restrooms | \$ 98,411.04        |
| Optimist Park Improvements     | \$141,230.20        |
| Fair Housing                   | \$ 1,598.00         |
| Program Administration         | \$ 68,039.82        |
| <b>TOTAL</b>                   | <b>\$496,610.67</b> |

**ANALYSIS** The City of Hickory, in complying with the U.S. Department of Housing and Urban Development’s requirements, has prepared the attached FY 2014-2015 Consolidated Annual Performance and Evaluation Report (CAPER), for submission to HUD. The CAPER outlines the City’s CDBG expenditures from July 1, 2014 thru June 30, 2015. Notice of the availability of this document for public review has been published in the Hickory Daily Record on September 4, and 15, 2015.

**RECOMMENDATION** Staff recommends approval of the FY 2014-2015 Consolidated Annual Performance and Evaluation Report.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

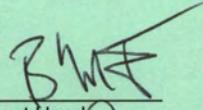
Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

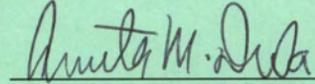
Brian Frazier



8/20/15

Date

Initiating Department Head

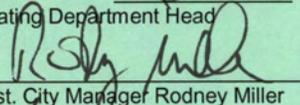


9-8-15

Date

Deputy City Attorney, A. Dula

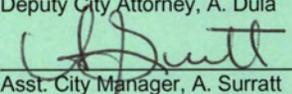
Asst. City Manager Rodney Miller



9-8-15

Date

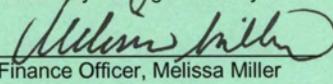
Asst. City Manager, A. Surratt



9-10-15

Date

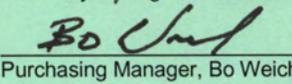
Finance Officer, Melissa Miller



9-10-15

Date

Purchasing Manager, Bo Weichel



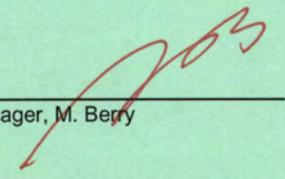
9-11-15

Date

\_\_\_\_\_ Date

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

City Manager, M. Berry



\_\_\_\_\_ Date

# CITY OF HICKORY

## CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2014 – JUNE 30, 2015

# HICKORY



Life. Well Crafted.

*City of Hickory*  
*PO Box 398*  
*Hickory, NC 28603*  
*[www.hickorync.gov](http://www.hickorync.gov)*

## INTRODUCTION

In 2010, the City of Hickory joined with agencies, non-profit service providers, institutions, business leaders, beneficiaries, and its citizens to develop a community vision through which identified housing and community development needs may be realized. This community dialogue provided the basis for the City of Hickory's 2010-2014 "Five-Year Consolidated Strategy for Housing and Community Development", a comprehensive approach through which identified goals might be obtained. For each year included in the City's "Five-Year Consolidated Strategy for Housing and Community Development" is an "Annual Action Plan" that incorporates identified goals and objectives to be addressed during a specific program year. At the end of each program year, the City of Hickory joins with its citizens to evaluate the effectiveness of the use of resources in addressing identified goals and objectives cited in its "Annual Action Plan" for the previous year.

On June 30, 2015 the City of Hickory completed the fifth program year of its 2010-2014 "Five-Year Consolidated Strategy for Housing and Community Development." The City of Hickory has once again joined with its citizens to respectfully submit to the U.S Department of Housing and Urban Development the following Consolidated Annual Performance and Evaluation Report of the City's "Annual Action Plan FY 2014." The City's Consolidated Annual Performance and Evaluation Report contains three sections.

Section 1 provides a summary of available resources and investments made to achieve the goals identified in the City's "Annual Action Plan FY '14."

Section 2 examines the relationship of annual action plan initiatives taken during FY'14' to goals and objectives identified in the City's "Five-Year Consolidated Strategy for Housing and Community Development."

Section 3 provides a self-examination of initiatives taken during the past program year in addressing identified priority needs and objectives for housing and community development.

## SECTION 1

### SUMMARY OF AVAILABLE RESOURCES AND ANNUAL PROGRAM ACHIEVEMENTS

#### **Available Resources:**

As a result of annual grant submission to the U.S. Department of Housing and Urban Development, the City of Hickory received \$310,314.00 in Community Development Block Grant funding (CDBG). In addition, the City received approximately \$171,744.35 in program income from the repayment of low-interest rate housing rehabilitation loans and low-interest rate downpayment assistance program loans administered to benefit qualifying low to moderate-income citizens in previous years. In sum, the City of Hickory had approximately \$864,433.82 (includes \$382,375.47 unspent funds from previous years) in available funding from CDBG funds and Program Income to address identified priorities in its "Annual Action Plan FY '14".

#### **Use of Resources and Program Achievements, FY '14:**

1. **Preservation of the City's Housing Stock:** \$21,426.32 was invested into preserving the City's housing stock by providing low-interest rate single-family rehabilitation loans to five qualifying low and moderate-income homeowners residing within low to moderate-neighborhoods as defined by HUD. One home was completed during the FY 14 funding year through the City of Hickory's Housing Rehabilitation Loan Program. Four more homes were assisted by Habitat for Humanity's grant program. Three additional homeowners were approved for funding in spring 2015. These properties will be rehabilitated during summer 2015.
2. **Administration of Housing Rehabilitation Program:** \$ 1,726.03 was used to fund a Housing Rehabilitation Loan Program Administrative Technician and a Rehabilitation Specialist to assist in the implementation of the City's Housing Rehabilitation Loan Program.
3. **Enhancing Affordable Housing Opportunities:** \$ 29,000 was used for First-Time Homebuyers. The City assisted 4 first-time homebuyers in obtaining homeownership.
4. **Public Services Initiative:** \$ 3,278.00 was provided in the form of a grant to the City of Refuge Community Development Center to provide an afterschool program to approximately 21 predominately low to moderate income students.
5. **Public Services Initiative:** \$9,834.00 was provided as a grant to Exodus Homes to fund employment and transportation coordination services for program residents. Exodus Homes provides employment assistance and coordinates transportation for all residents. The mission of Exodus Homes is to help homeless and previously incarcerated recovering addicts maintain their sobriety, learn new skills, and become productive, contributing members of society. Approximately 42 residents received assistance through the program.

6. **Public Services Initiative:** \$9,834.00 allocated to AIDS Leadership Foothills Area Alliance (ALFA) in the form of a grant which was used to fund a case manager position. ALFA provides case management services to people living with HIV/AIDS and also offers HIV prevention education programs to the community at large. They currently have 167 people in care through their case management program.
7. **Public Services Initiative:** \$9,834.00 was provided as a grant to the Hickory Soup Kitchen, which enabled the organization to serve approximately 350 meals per day to 220 residents of Hickory needing a warm meal.
8. **Public Services Initiative:** \$9,834.00 was provided to the Greater Hickory Cooperative Christian Ministry Healthcare Center as a grant to support a certified nursing assistant in the health clinic. The Greater Hickory Cooperative Christian Ministries Healthcare Center provides medical care services to low and moderate income individuals.
9. **Public Services Initiative:** \$9,834.00 was provided to Safe Harbor Rescue Mission to assist with the various needs of the day shelter. The day shelter provides food and shelter to women and children who are homeless or at risk for homelessness. Approximately 25 homeless women receive services each day.
10. **Public Services Initiative:** \$1,285.07 was provided to Community Ridge Day Care to assist with renovations to equip a room to house infants.
11. **Street Resurfacing:** \$79,004.55 was used to resurface portions of three neighborhood streets located within low and moderate income neighborhoods. Approximately 4,558 linear feet of two lane neighborhood streets were resurfaced.
12. **Renovations of the Ridgeview Library:** \$2,441.64 was used to assist with the renovations to preserving the old Ridgeview Library. This building was the original library and is being renovated into a community center and meeting space that will also house artifacts from the former Ridgeview High School. The renovations will result in the complete rehabilitation of the interior of the building. The renovation will be completed in fall 2015.
13. **Renovations to Hickory Optimist Park:** \$141,230.20 was used to assist with providing a walking trail around the park and constructing required drainage improvements. The improvements also include a pedestrian connection to Optimist Park to a nearby subdivision.
14. **Construction of Picnic Shelter and Restrooms at Kiwanis Park:** \$98,411.04 was used to construct a picnic shelter and accessible restrooms at Kiwanis Park. The park was recently upgraded with the Zahra Baker All Children's Playground, which has increased the number of persons using the park. The upper park did not have any accessible restrooms available. The new shelter is larger and more practical than the small shelter that previously served the site.

15. **Promote Fair Housing Practices:** \$1,598.00 of funding was used to purchase newspaper advertising to inform city residents of their fair housing rights. These advertisements ran eight times in the Hickory Daily Record and four times in a Charlotte based Spanish newspaper during the month of April. Fair housing information was included in the City's Housing Rehabilitation Program Brochures and the utility bill insert for the month of April. Fair Housing information was presented to the Community Relations Council at their April meeting. The Community Development Manager serves on the Catawba Valley Board of Realtors Equal Opportunity in Housing Committee. This committee presented training on fair housing at the board's April 2015 meeting.
16. **Program Administration:** \$69,637.82 (includes \$1,598.00 for Fair Housing Practices) was utilized to provide program administration and planning during the 2014 program year.

## SECTION 2

### **STATUS OF ANNUAL ACTIONS TAKEN TO IMPLEMENT THE CITY'S FIVE-YEAR STRATEGY**

The City of Hickory's "Five-Year Consolidated Strategy for Housing and Community Development" incorporated the following community identified goals and objectives:

- **Preservation of the City's Housing Stock** – Providing housing rehabilitation program funding that benefits low and moderate-income homeowners.
- **Affordable Housing Opportunities** - Creating affordable new housing initiatives and downpayment assistance programs that benefit low and moderate-income residents in obtaining homeownership.
- **Homeless Supportive Initiatives** – Providing support for programs that provide nutrition, medical attention, shelter, and assimilation strategies for homeless persons and families in the City.
- **Community Development Needs**- public service initiatives that benefit low and moderate-income persons through educational enrichment programs; promotion of fair housing practices; neighborhood/public facilities that provide equal access to life enhancing activities and programs; infrastructure improvements that promote public safety and quality neighborhoods throughout the city; and planning activities that promote beneficial urban change through which all of the City's citizens may prosper and grow.
- **Fair Housing** – Working to ensure that all citizens are aware of their rights to fair housing and taking steps to reduce barriers to fair housing within the community.

**All above referenced resources combined should contribute to the reduction of poverty and address fair housing issues.**

**Annual Actions FY '14:**

1. **Preservation of the City's Housing Stock:** During the 2014 program year the City utilized approximately 5% of funds spent to preserve the City's housing stock. This translated into the renovation of 5 low and moderate-income owner occupied residences for a total of \$23,152.35 (includes \$1,726.03 delivery cost).
2. **Affordable Housing Opportunities:** 4 low and moderate-income households realized homeownership during the past program year as a result of City initiated down payment assistance programs. In addition, the City continued to develop new affordable housing opportunities through the purchase of property to sell for new homes. 4 qualifying first-time homebuyers obtained homeownership as a result of the City's investment of \$29,000 from available CDBG funds.
3. **Homeless Assistance Initiatives:** Low-interest rate loans and grants provided to Exodus Homes supplemented the efforts of these area service providers to continue to provide transitional housing, intervention, medical, and nutritional assistance to homeless persons and families in the Hickory area. Homeless assistance activities also included assisting the Hickory Soup Kitchen, Safe Harbor Rescue Mission and Cooperative Christian Ministries. These organizations provide extremely valuable food, counseling, day shelter, and health care services to the homeless.
4. **Community Development: fair housing, educational enrichment programs, neighborhood facilities, infrastructure, and planning.**
  - **Fair Housing Actions** - The city's partnership with Habitat for Humanity continues with new construction in Habitat's Glen at Green Park subdivision being barrier free. Three accessible homes were built during the program year. A total of 11 homes will be completed when the project is built out. The City of Hickory also updated its Analysis of Impediments to Fair Housing during the 2012 program year. A study of the fair housing complaints received within the past five years indicated no complaints where the NC Human Relations Commission made a finding of discrimination within the City of Hickory. Therefore, the majority of fair housing efforts undertaken by the city are aimed at raising citizen awareness of their rights to fair housing.

The city continued to partner with local organizations and citizen groups to raise awareness about fair housing issues. Partnership efforts included a presentation to the Catawba Valley Association of Realtors. Community Development staff also has met with the city's Community Relations Council to discuss fair housing issues. In addition, Fair Housing posters were distributed to a number of predominately African American churches within the community. Fair housing information was included in the City's Housing Rehabilitation Program Brochures, which are distributed to groups throughout the city. Fair housing brochures are also made available at a kiosk the front of city hall for residents attending community meetings or paying utility bills.

During the past fiscal year, the City continued to be proactive in promoting fair housing practices through media announcements and availability to receive complaints. Fair Housing information was also included on all utility billing statements mailed during the month of April. Fair housing advertisements appeared in the Hickory Daily Record on every Sunday and Wednesday in April.

- **Educational Enrichment Programs** – The City of Hickory continued to fund the City of Refuge afterschool program, which provides afterschool tutoring to approximately 21 elementary school aged children that reside in predominately low and moderate income families.
  - **Public Infrastructure Improvements** – The City of Hickory continues to use CDBG funding to provide improvements to public infrastructure and neighborhood facilities in low to moderate income areas. Improvements during project year 2014 included the construction of approximately 4,558 linear feet of two lane neighborhood streets were resurfaced in the Kenworth, Green Park, and Ridgeview Neighborhoods. Funds were also used to fund improvements to the former Ridgeview Public Library, which is currently being renovated into a community center. The City also constructed a picnic shelter and accessible restrooms at Kiwanis Park. Improvements to Hickory Optimist Park included storm drainage replacement and construction of a walking trail.
  - **Administrative and Planning Initiatives-** CDBG funding was utilized during the past fiscal year for program administration and planning initiatives. This funding provided resources for Community Development staff to provide program management, monitoring, low and moderate-income community studies, and technical support to area service providers and residents. These initiatives directly benefited low and moderate-income persons and families in the City by providing affordable housing opportunities, single-family rehabilitation programs, addressing neighborhood quality issues, and providing technical assistance to area service providers serving the City’s homeless persons and people with disabilities.
5. **Leveraging CDBG Funding:** In FY `14, the City leveraged approximately \$ 436,800.00 mortgage financing from the \$ 29,000 provided to first time homebuyers as CDBG down payment assistance funds. Through the confidence of the City’s private financial institutions to provide mortgages in support of the City’s homebuyer assistance programs, four low and moderate-income families realized homeownership during the past fiscal year.
  6. **Gaps in Institutional Structure:** During the past fiscal year, the City continued to strive to achieve its community vision by addressing the citizen-identified goals and objectives formalized in its “Five-Year Consolidated Strategy for Housing and Community Development.” During this period, the City did not identify any gaps in institutional structure that interfered with the successful implementation of housing and community development initiatives cited in its “Five-Year Consolidated Strategy.”
  7. **Participation with Hickory Public Housing Authority has occurred in several areas.** The City has asked the Public Housing Authority to include pursuit of the Section 8

Homeownership Option in the PHA 5-year plan. The City has also worked with the Hickory Housing Authority as they work to implement their Rental Assistance Demonstration program funding to convert their public housing units to project based rental assistance vouchers. Community Development Staff submitted an unsuccessful Choice Neighborhoods Grant Application with the Hickory Housing Authority. Staff remains committed to taking steps to improve neighborhoods where public housing is located. Requests by the Public Housing Authority were included in City of Hickory's Annual Action Plan as Citizens Comments.

## SECTION 3

### SELF EVALUATION

**EFFECTIVE USE OF CDBG FUNDS:** During the past program year, the City utilized available CDBG funding to address the identified goals and objectives cited in its “Five-Year Consolidated Strategy for Housing and Community Development.” This translated directly into continuing to preserve the City’s housing stock by making needed single-family rehabilitation loans available to qualified beneficiaries, enhancing affordable housing opportunities for low and moderate-income homebuyers by providing downpayment assistance programs, supporting enrichment programs that benefit low and moderate-income citizens and people with disabilities, providing support to area service providers that assist the City’s homeless population, promoting fair housing practices, providing economic opportunities in low and moderate-income areas within the City, and providing needed infrastructure improvements to enhance public safety and environmental quality in low and moderate-income neighborhoods. In addition, the City continued to partner with the private sector to leverage CDBG funding and link community resources to directly benefit low and moderate-income families and persons residing in the City. The City continued to provide technical assistance to area service providers who have linked their resources together by developing a Continuum of Care initiative, CRIS.

**PROGRAM MONITORING:** The City of Hickory Community Development Department has continued to monitor the use of CDBG funding throughout the past program year. The City of Hickory plans an annual visit with all sub-recipients no later than the end of each fiscal year to monitor the use of CDBG funding and other public funding. Housing Rehabilitation projects are monitored for accuracy of file status and assistance is provided to contractors during the work phase of each rehabilitation project. Technical assistance is provided to Inter-Faith Development Corporation at regularly scheduled board of director meetings, and the use of CDBG funding is monitored as reimbursement requests are received for the City of Refuge, ALFA, Cooperative Christian Ministries, Hickory Soup Kitchen, Exodus Homes, Community Ridge Day Care and Safe Harbor Rescue Mission initiatives. All other recipients receiving CDBG funding and other public funding are monitored throughout their initiatives by City staff.

In sum, all CDBG efforts continue to be consistent with the identified goals and objectives cited in the City’s “Five-Year Consolidated Strategy for Housing and Community Development.” The City continues to strive with its citizens to realize our community vision for a quality environment in which all citizens may grow and prosper.

**FOR PUBLIC REVIEW AND CITIZEN COMMENTS**

The City of Hickory encourages all citizens to review this document. Persons with questions or comments regarding the contents of this document may contact a representative at the Community Development Department:

Telephone: (828) 323-7414

Mail: City of Hickory  
Community Development Department  
Post Office Box 398  
Hickory, North Carolina 28603

**CITY OF HICKORY:**

**Consolidated Annual Performance and Evaluation Report  
Fiscal Year beginning July 1, 2014 and Ending June 30, 2015.**

**SUMMARY OF IMPEDIMENTS TO FAIR HOUSING:**

During the past year, the Community Development Department has been available to assist any resident of the City with a housing discrimination problem. During this period, staff inquiries did not reveal any unfair housing practices involving realtors, lenders, or insurance agents in the City of Hickory.

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Kevin B. Greer, PE, Assistant Public Services Director - Public Utilities**  
**Contact Person: Kevin B. Greer, PE**  
**Date: September 15, 2015**  
**Re: Water Treatment Facility Emergency Power Generator Replacement Project**

**REQUEST**

Staff requests Council acceptance of bids for the Water Treatment Facility Emergency Power Generator Replacement Project with Crowder Construction Company being the lowest responsible bidder in the amount of \$2,699,000.00.

**BACKGROUND**

The City of Hickory Water Treatment Facility was last upgraded in 1993. This upgrade included the installation of a new Emergency Generator that would provide power for the facility in the event of a power failure. The existing generator is a 1750 KW, 2400-Volt system that runs the critical components of the facility. The generator is approximately 24 years old as it was one of the first components installed during the last upgrade. The Emergency Generator is a permit required critical piece of equipment for operations of the facility.

**ANALYSIS**

The City of Hickory Water Treatment Facility is a 32 MGD Water Treatment Facility responsible for providing finished water to approximately 97,000 people daily. Given the critical nature of this facility and the service it provides, the facility upgrade included emergency power generation. The original generator was sized to run critical components of the treatment process when it was originally designed.

The existing emergency generator is experiencing failures on the power generation end of the Emergency Generator and has exceeded the mechanical life of the unit. Staff has had the existing Emergency Generator evaluated and vendors cannot provide replacement parts to repair the existing unit.

The City of Hickory City Council approved contracting with HDR Engineering, Inc. in October of 2014 to evaluate the existing conditions, analyze the Generator for proper sizing with the additions and modifications that have been made at the Water Treatment Facility since upgrade and to design, permit and bid the project as developed. Through the evaluation and design process replacement of the generator with a split system sized for different duty points was determined to be the optimum solution. HDR Engineering, Inc. has designed the project to include 2 generators that are capable of running separately to power the facility currently and in parallel to operate at future levels.

HDR Engineering, Inc. was responsible for design and bidding of the project. Construction Bids were received August 21, 2015 from two (2) prospective bidders as follows:

- 1. Crowder Construction Company \$2,699,000.00
- 2. Brushy Mountain Builders, Inc. \$2,880,000.00

The project was advertised for bid on August 13, 2015 and only received 2 bids, therefore they were not opened and the project was re-advertised for bids to be opened on August 21, 2015. This project was distributed to three (3) perspective bidders with two (2) bidders replying. HDR Engineering, Inc. has evaluated the bid packages and found Crowder Construction Company to be the lowest responsible bidder and has recommended acceptance of bids for the project with Crowder Construction Company as the successful bidder. The bids received are below the Engineer's Estimate of \$3.0 Million.

This project is planned as a component of the FY 15-16 Capital Budget to be funded from Capital Reserves.

**RECOMMENDATION**

Staff recommends Council acceptance of bids for the Water Treatment Facility Emergency Power Generator Replacement Project with Crowder Construction Company being the lowest responsible bidder in the amount of \$2,699,000.00.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

030-8024-547.74-06

**Reviewed by:**

Chuck Hansen *Kor* 9/03/2015  
Initiating Department Head Date

Amelia M. Dula 9-8-15  
Deputy City Attorney, A. Dula Date

R. Miller 9-8-15  
Asst. City Manager Rodney Miller Date

A. Surratt 9-10-15  
Asst. City Manager, A. Surratt Date

Melissa Miller 9-10-15  
Finance Officer, Melissa Miller Date

Bo Weichel 9-11-15  
Purchasing Manager, Bo Weichel Date

\_\_\_\_\_  
Date

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

*M. Berry*  
City Manager, M. Berry

\_\_\_\_\_  
Date

**SECTION 00 41 13**  
**BID FORM**

**City of Hickory**  
**Water Treatment Plant Emergency Power Generator Project**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*City of Hickory Public Utilities Department*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| <u>1</u>            | <u>08/07/15</u>       |
| <u>2</u>            | <u>08/10/15</u>       |
| <u>3</u>            | <u>08/10/15</u>       |
| <u> </u>            | <u> </u>              |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):



**BID SCHEDULE**

| Item No. | Description  | Unit | Estimated Quantity | Bid Unit Price | Bid Price   |
|----------|--|------|--------------------|----------------|-------------|
| 1.       | Mobilization, Bonds, and Insurance (Max 5% of items 2-7) | LS   | 1                  | \$100,000      | \$100,000   |
| 2.       | Construction surveying, staking, and as-builts           | LS   | 1                  | \$10,000       | \$10,000    |
| 3.       | Demolition   | LS   | 1                  | \$10,000       | \$10,000    |
| 4.       | Site Work  | LS   | 1                  | \$120,000      | \$120,000   |
| 5.       | Erosion Control Measures                                 | LF   | 266                | \$3.00         | \$798.00    |
| 6.       | Major Equipment  | LS   | 1                  | \$5,000        | \$5,000     |
| 7.       | Electrical   | LS   | 1                  | \$2,428,827    | \$2,428,827 |
| 8.       | Allowances   | NA   | NA                 | NA             | \$24,375    |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total Bid Price \$ 2,699,000

Two million six hundred ninety nine thousand dollars and  $\frac{00}{100}$   
(in words)

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

7.02. Major Equipment Items

In connection with major items of equipment to be furnished and installed in this Project, BIDDER expressly agrees to the following provisions:

- A. That the Bid stated above includes the furnishing and installing of major equipment furnished by the Supplier which BIDDER has selected from those suppliers listed in the Specifications; and BIDDER has circled the name of the selected Supplier in the Schedule of Major Equipment Suppliers below. BIDDER shall furnish major equipment listed in the Schedule of Major Equipment Suppliers found below.
- B. That the installed price of the equipment includes the cost (if any) of changes in the structure, buildings, piping, wiring, accessories, etc., necessary to accommodate the particular equipment proposed.

**SCHEDULE OF MAJOR EQUIPMENT SUPPLIERS**

- 1. Section 26 13 13 – Medium Voltage Metal-Clad Paralleling Switchgear  
Manufacturers: ASCO Power Technologies; Russelectric, Inc., Cummins, Kohler c/w
- 2. Section 26 32 14 – Engine Generator; Diesel  
Manufacturers: Caterpillar; Cummins; MTU Onsite Energy; Kohler  
Added per addendum #1  
Dated 8/13/15

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Crowder Construction Company

By: Carlos W. Norris  
*[Signature]*

*[Printed name]* Carlos W. Norris/President

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: William B. Waller  
*[Signature]*

*[Printed name]* William B. Waller

Title: Assistant Secretary



Submittal Date:

8/21/2015

Address for giving notices:

1111 Burma Drive

Apex, NC 27539

Corporate Address: 6425 Brookshire Blvd., Charlotte, NC 28216

Telephone Number:

919-367-2000

Fax Number:

919-367-2097

Contact Name and e-mail address:

Carlos W. Norris/ cnorris@crowdercc.com

State of Incorporation: North Carolina

Bidder's License No.:

2104

**END OF SECTION**

### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Crowder Construction Company  
1111 Burma Drive, Apex, NC 27539

**SURETY (Name, and Address of Principal Place of Business):**

Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02116

**OWNER (Name and Address):**

City of Hickory Public Utilities  
1441 9th Ave., NE, Hickory, NC 28601

**BID**

Bid Due Date: 8/21/15

Description (Project Name— Include Location): Water Treatment Plant Emergency Power Generator

**BOND**

Bond Number: Bid Bond

Date: 8/21/15

Penal sum Five Percent of Amount Bid \$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

Crowder Construction Company

(Seal) Liberty Mutual Insurance Company

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Carlos W. Norris

Signature

Carlos W. Norris

Print Name

President

Title

William B. Waller

Signature William B. Waller

Title Assistant Secretary

Donna K. Ashley

Signature (Attach Power of Attorney)

Donna K. Ashley

Print Name

Attorney-in-Fact

Title

Wendy M. Lands

Signature Wendy M. Lands

Title Account Rep

Attest:

Attest:

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



CERTIFIED COPY  
OF  
CORPORATE RESOLUTION  
OF  
CROWDER CONSTRUCTION COMPANY

I, the undersigned, hereby certify that I am the Secretary of Crowder Construction Company, a corporation duly organized and existing under the laws of the State of North Carolina; that the following is a true copy of a resolution duly adopted by the Board of Directors of Crowder Construction Company at a meeting held on the first day of April, 2015, at which a quorum was present; and acted throughout; and that such resolution is in full force and effect and has not been amended or rescinded.

RESOLVED, that the following officers of Crowder Construction Company are hereby authorized to sign bids and enter into contracts with owners or subcontractors other than those involving Joint Ventures, Joint Venture Agreements, Design-Build or Design Services or Project Labor Agreements (PLA) on behalf of the Company, subject to limitations imposed by the Board of Directors:

|                   |                          |
|-------------------|--------------------------|
| Carlos W. Norris  | President                |
| W.T. Crowder, Jr. | Vice President           |
| Otis A. Crowder   | Vice President           |
| Lynn L. Hansen    | Executive Vice President |

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this corporation, this first day of April, 2015.

*Karl Francis*

Karl Francis, Secretary



License Year

2015

License No.

2104

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Crowder Construction Company  
Charlotte, NC

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited  
Classification: Unclassified

until

December 31, 2015

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

February 2, 2015

This certificate may not be altered.



*Allen Hamblill*

Chairman

*Mark Jancy*

Secretary-Treasurer

**SECTION 00 41 13  
BID FORM**

**City of Hickory  
Water Treatment Plant Emergency Power Generator Project**

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**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:  
***City of Hickory Public Utilities Department***
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| <b>1</b>            | <b>8-7-2015</b>       |
| <b>2</b>            | <b>8-10-2015</b>      |
| <b>3</b>            | <b>8-10-2015</b>      |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):



**BID SCHEDULE**

| Item No. | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price |
|----------|---|------|--------------------|----------------|-----------|
| 1.       | Mobilization, Bonds, and Insurance<br>(Max 5% of items 2-7) | LS   | 1                  | 143,000        | 143,000   |
| 2.       | Construction surveying, staking, and as-builts              | LS   | 1                  | 3,635          | 3,635     |
| 3.       | Demolition  | LS   | 1                  | 25,000         | 25,000    |
| 4.       | Site Work   | LS   | 1                  | 50,000         | 50,000    |
| 5.       | Erosion Control Measures                                    | LF   | 266                | 15.00          | 3,990     |
| 6.       | Major Equipment   | LS   | 1                  | 1,980,000      | 1,980,000 |
| 7.       | Electrical  | LS   | 1                  | 650,000        | 650,000   |
| 8.       | Allowances  | NA   | NA                 | NA             | \$24,375  |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**Total Bid Price** \$ 2,880,000.00

TWO MILLION EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS  
(in words)

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;

7.02. Major Equipment Items

In connection with major items of equipment to be furnished and installed in this Project, BIDDER expressly agrees to the following provisions:

- A. That the Bid stated above includes the furnishing and installing of major equipment furnished by the Supplier which BIDDER has selected from those suppliers listed in the Specifications; and BIDDER has circled the name of the selected Supplier in the Schedule of Major Equipment Suppliers below. BIDDER shall furnish major equipment listed in the Schedule of Major Equipment Suppliers found below.
- B. That the installed price of the equipment includes the cost (if any) of changes in the structure, buildings, piping, wiring, accessories, etc., necessary to accommodate the particular equipment proposed.

**SCHEDULE OF MAJOR EQUIPMENT SUPPLIERS**

- 1. Section 26 13 13 – Medium Voltage Metal-Clad Paralleling Switchgear

Manufacturers: ASCO Power Technologies; Russelectric, Inc. CUMMINS, KOHLER

- 2. Section 26 32 14 – Engine Generator: Diesel

Manufacturers: Caterpillar; Cummins; MTU Onsite Energy; Kohler

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

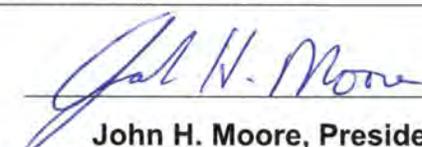
**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

**Brushy Mountain Builders Inc.**

By:

*[Signature]*



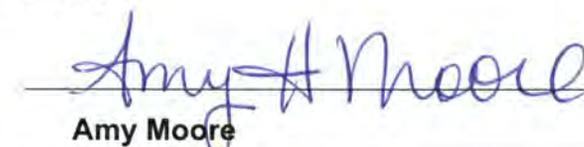
*[Printed name]*

**John H. Moore, President**

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

**Amy Moore**

Title:

**Secretary**

Submittal Date: 8-21-15

Address for giving notices:

3390 Gaither Walker Circle

Lenoir NC 28645

Telephone Number: 828-758-5577

Fax Number: 828-759-0099

Contact Name and e-mail address: John Moore, jmoore@brushymountaininc.com

Bidder's License No.: 60284

**END OF SECTION**

### Bid Bond

**KNOW ALL MEN BY THESE PRESENTS,** that we Brushy Mountain Builders, Inc. ....  
 3390 Gaither Walker Circle, Lenoir, NC, 28645 ..... as Principal,  
 and Employers Mutual Casualty Company ..... a corporation  
 organized under the laws of the State of ..... IA .....  
 as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto .....  
 City of Hickory ..... as Obligee,  
 in the penal sum of Five Percent of Amount Bid ( 5% ) DOLLARS.  
 lawful money of the United States of America, for the payment of which, well and truly to be made,  
 we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
 by these presents.

**SIGNED, sealed and dated** August 13, 2015 .....

**WHEREAS,** the said Principal is herewith submitting proposal for Water Treatment Plant Emergency Power  
 Generator Project

and the principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S.  
 143-128.

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such,** that if the principal shall be awarded  
 the contract for which the bid is submitted and shall execute the contract and give bond for the faithful  
 performance thereof within ten days after the award of same to the principal, then this obligation shall be  
 null and void; but if the principal fails to so execute such contract and give performance bond as required  
 by G.S. 143-129, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the  
 first paragraph hereof.

Brushy Mountain Builders, Inc. .... (Seal)

By: *John N. Moore* ..... (Seal)



Employers Mutual Casualty Company .....

By: *Angela M. Yount* ..... (Seal)  
 Angela M. Yount Attorney-in-fact

WCS-02



P.O. Box 712 • Des Moines, Iowa 50306-0712

### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Angela M. Yount**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond  
 Principal : Brushy Mountain Builders, Inc.  
 Obligee : City of Hickory

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 13th day of January, 2014.

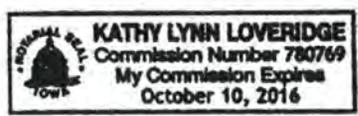
*Bruce G. Kelley*

*Michael Freel*

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel Assistant Vice President/ Assistant Secretary

Seals



On this 13th day of January, 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2016.

*Kathy Lynn Loveridge*  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 13th day of January, 2014, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of August, 2015.

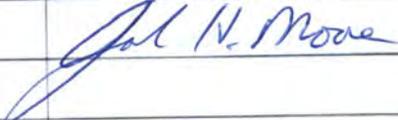
*J. D. Clough* Vice President



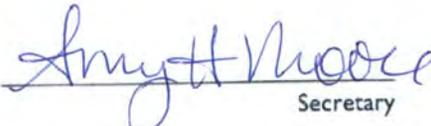
**CORPORATE RESOLUTION OF SIGNING AUTHORITY**

**RESOLUTION OF:** BRUSHY MOUNTAIN BUILDERS, INC.

**RESOLVED** that the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent or registrar for any stock company, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the letters Patent incorporating it or by the law pertaining to such matters, shall be signed by any one of the persons listed below:

| Name          | Title     | Specimen Signature   |
|---------------|-----------|--|
| JOHN H. MOORE | PRESIDENT |  |
|               |           |  |
|               |           |  |
|               |           |  |

I, AMY H. MOORE, the undersigned Secretary of BRUSHY MOUNTAIN BUILDERS, INC.  
**HEREBY CERTIFY** that the foregoing is a true and correct copy of a Resolution of the Board of Directors of said Company passed by a resolution of the said board dated on 2/15/06 and that said Resolution is still in full force and effect.

  
 Secretary

COMMERCIAL • CUSTOM HOMES • INDUSTRIAL

Phone: 828-758-5577 • Fax: 828-759-0099 • Cell: 828-217-2300 • E-mail: brushymountain@bellsouth.net

**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office  
**From:** Brian M. Frazier, Director of Planning and Development Services  
**Contact Person:** Brian M. Frazier  
**Date:** August 26, 2015  
**Re:** Acceptance of Southwest Hickory Revitalization Strategy Plan

**REQUEST**

Staff requests that City Council accept the Southwest Hickory Revitalization Strategy plan for the Southern Desk and Ivey Weaver Cotton Mill.

**BACKGROUND**

The City of Hickory applied for two Community-wide Brownfield Assessment Grants from the US EPA in November 2011. These grants can be used to assess environmental contamination at identified Brownfield sites, which are defined as vacant or under-utilized commercial and industrial properties whose redevelopment is hindered by either real or perceived environmental contamination. In May 2012 the City of Hickory received notice that it had been selected to receive two \$200,000 grants to assess petroleum and hazardous materials contamination at Brownfield sites. The total amount of funding is \$400,000.

In addition to conducting environmental site assessments and cleanup plans for suspect Brownfields, funds can be used for redevelopment planning. As part of that effort, the City's environmental consultant, AMEC Foster Wheeler, subcontracted with CIII Associates to complete a redevelopment strategy for the former Southern Desk and Ivey Weaver Cotton Mill sites. The City hosted a public workshop in May 2015. CIII associates and City staff spent time reviewing the project area with residents and providing background information about the Brownfield program. Then CIII associates split group into two smaller groups, which allowed the project team to gain understanding about the community's history and their goals for the future.

**ANALYSIS**

At the public meeting, discussions focused on conceptual reuse scenarios for the two former mill sites. The residents discussed a variety of reuse strategies including open space, office and retail use, and housing. CIII Associates also conducted an extensive market analysis to determine the feasibility of proposed uses. After reviewing the existing conditions at the sites, speaking with residents, and conducting market analysis, CIII associates has presented a mixed use vision to guide future development at the two sites. The attached report provides more information about specific redevelopment proposals.

**RECOMMENDATION**

Staff recommends that City Council accept the Southwest Hickory Revitalization Strategy plan for the Southern Desk and Ivey Weaver Cotton Mill.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier  
Initiating Department Head

8/26/15  
Date

Anita M. Dula  
Deputy City Attorney, A. Dula

9-8-15  
Date

R. Miller  
Asst. City Manager Rodney Miller

9-8-15  
Date

A. Surratt  
Asst. City Manager, A. Surratt

9-10-15  
Date

Melissa Miller  
Finance Officer, Melissa Miller

9-10-15  
Date

Bo Weichel  
Purchasing Manager, Bo Weichel

9-11-15  
Date

\_\_\_\_\_  
Date

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

M. Berry  
City Manager, M. Berry

\_\_\_\_\_  
Date

# SOUTHWEST HICKORY REVITALIZATION STRATEGY FORMER SOUTHERN DESK AND FORMER IVEY WEAVER COTTON MILL SITES **DRAFT**



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# Southwest Hickory Revitalization Strategy

## Introduction

In 2012 the City of Hickory, North Carolina received a grant from the United States Environmental Protection Agency (EPA) to help facilitate the revitalization of brownfields. Brownfields are "...real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant."<sup>1</sup>

In addition to providing Phase I and II Environmental Site Assessments (ESA) on eligible brownfield properties the City of Hickory used a portion of the grant to conduct Brownfield Area Wide Planning (BF AWP) activity. The EPA and City of Hickory recognize that brownfield revitalization is often catalyzed by organizing stakeholders, establishing a vision, goals, and implementation steps within areas impacted by at least one brownfield. Working with its Brownfield Advisory Group (BAG), the City of Hickory identified a part of Southwest Hickory as one whose revitalization could be helped by BF AWP. More specifically, the City sought to develop a revitalization strategy for two key brownfield properties whose redevelopment could catalyze community wide revitalization. These potentially catalytic properties are located at the intersection of 1<sup>st</sup> Ave SW and 17<sup>th</sup> St SW (see figure 1).

- Property #1 - The Former Southern Desk Property and
- Property #2 - The former Ivey Weaver Cotton Mill property

The City of Hickory assembled a team of consultants to preform preliminary research, conduct a public visioning workshop, evaluate the feasibility of the vision, and create recommendations for implementation, to be summarized within a final report. Referred hereafter as "the team", CIII Associates lead the BF AWP activity with support from City staff from the Planning Department, and their environmental and engineering contractor Amec/Foster/Wheeler.

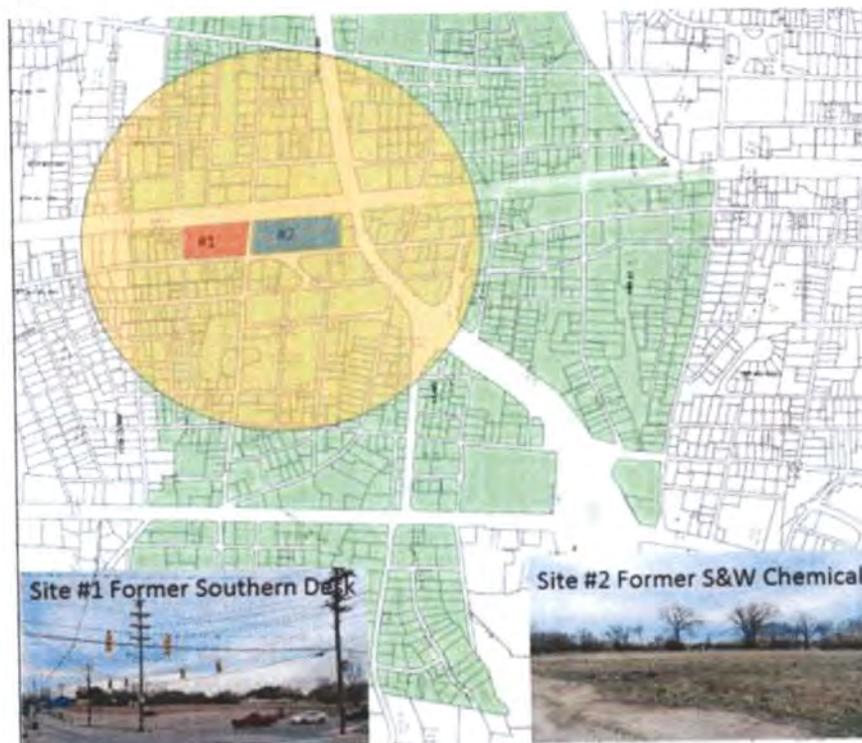


FIGURE 1: SOUTHWEST HICKORY AND THE FORMER SOUTHERN DESK AND FORMER IVEY WEAVER COTTON MILL PROPERTIES

<sup>1</sup> EPA Brownfield definition <http://www.epa.gov/brownfields/overview/glossary.htm>

## Executive Summary

The goal of conducting the Southwest Hickory BFAWP was to create a community supported conceptual redevelopment vision accompanied by a feasibility evaluation and implementation suggestions for the City. This activity in turn can help the City of Hickory market the area to development interests and make public improvements that will be an incentive for private investments.

On May 14, 2015 the City of Hickory hosted a public workshop at the Westmont Recreation Center, a vital community resource for the Southwest Hickory community. During the workshop, City staff, BAG members, CIII Associates, and Amec/Foster/Wheeler presented background information regarding the City's efforts to revitalize brownfield properties.

Following a review of the area and an opportunity for residents to comment openly about their concerns and goals, the group broke into two smaller table discussions. These allowed the Team to gain valuable understanding about the community's history, identity and their goals for the future. These discussions were held in the context of Southwest Hickory and focused on conceptual reuse scenarios for the former Southern Desk (See Figure 2) and former Ivey Weaver Cotton Mill (See Figure 3) properties and how their redevelopment could reflect, enhance and revitalize the community's character, history, and aspirations.



FIGURE 2: FORMER SOUTHERN DESK PROPERTY  
(BEFORE BUILDING DEMOLITION)

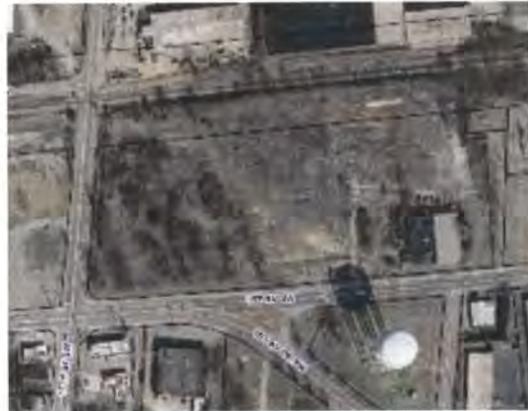


FIGURE 3: FORMER IVEY WEAVER COTTON MILL  
PROPERTY

Workshop participants expressed a desire for both properties to be redeveloped in a way that reflects the community's proud history and embraces the needs of future generations. They want Southwest Hickory to be a vibrant, family oriented community where a resident can get everything they need without having to travel very far. They want redevelopment to be attractive and not homogenous. They want crime rates to drop dramatically and landlords to keep their properties up to a higher standard. Participants felt this could partially be accomplished by revitalizing these sites in to a mix of uses including housing, commercial, and open/green space.

## Existing Conditions

Southwest Hickory is a historically rich community whose pride comes from a tradition of being a family oriented community unto itself, one that had everything a community needs to survive – employment, quality housing, goods and services, public amenities, and a sense of place. Unfortunately due to a shifting economy over the past several decades these characteristics have become less evident. Much of the housing was originally developed for employees of the former Ivey Weaver Cotton Mill and the Southern Desk Company. By the mid-1970s both of those facilities were closed leaving many families with no choice but to find employment and housing elsewhere.

Today, Southwest Hickory and the neighborhood surrounding the subject sites is less vibrant than it once was and the former Southern Desk and former Ivey Weaver Cotton Mill sit vacant. Despite these dynamics several businesses in the community continue to operate and families continue to work hard and make a living. Revitalizing these sites is key to their prolonged success and a life well crafted.

Southwest Hickory and the subject sites are a smaller area within what is officially referred to as the West Hickory/Westmont neighborhood. This part of town was a separate entity from the City of Hickory until its annexation in 1931.

Housing conditions in the surrounding community are mixed and vary from block to block. Well maintained single family homes are often adjacent to or close to clusters of dilapidated, yet inhabited, housing including single family and mobile homes. Quality rental housing is in short supply and homeownership rates are below the city, regional, and national averages.

During the public workshop participants referenced significant problems related to drug activity and prostitution that negatively impact the community's livability. They expressed their hope that redeveloping the subject properties and increasing activity in the area would be complemented with additional policing efforts to make the streets more accommodating to the community. At the time of the BF AWP activity the City had taken title to the former Southern Desk property and was in negotiations with the private owner of the former Ivey Weaver Cotton Mill property.

**Zoning:** The former Southern Desk property is zoned General Business C-2. The city zoning ordinances states "The C-2 district is intended to establish suitable development standards for the provision of convenience goods, shopper goods and services at locations along major transportation routes that serve both local and passenger traffic."<sup>2</sup>

The former Ivey Weaver Cotton Mill property is zoned Industrial IND. "Then IND District is intended to provide locations for the development of land uses generally devoted to manufacturing, processing and assembly, warehousing, distribution and servicing enterprises and office activities controlled by performance standards to limit the effect of such uses on uses within the district and on adjacent districts."<sup>3</sup>

**Revitalization Area:** The area surrounding the subject sites is within the City's "Revitalization Area" overlay zone. The purpose of the Revitalization Area is to help facilitate redevelopment of areas with historic significance that are not as economically strong as they once were. To encourage investment in these areas the City provides a more flexible zoning and permit process, and can provide targeted incentive packages.

**Parks:** Both subject sites are only two blocks from the West Hickory Park providing passive greenspace, an outdoor ½ basketball court, playground, restrooms, and a lighted softball field. It is important to note that this is the only City of Hickory operated park in Southwest Hickory and only one of two West of HWY 321. According to the West Hickory Neighborhood Plan, this park was constructed as the neighborhood developed to support employees of the Ivey Weaver Cotton Mill.<sup>4</sup> The Westmont Recreation Center and Westmont Senior Center are approximately .5 miles away though are technically not in Southwest Hickory and access requires crossing HWY 321.

**Schools:** The neighborhood surrounding the subject sites are served by Hickory Public Schools. The only school facility within a 1 mile radius of the subject sites is Longview Elementary School approximately .5 miles to the southwest.

**Roads:** The area surrounding the former Southern Desk and former Ivey Weaver Cotton Mill sites is served by a relatively healthy surface transportation system of collector streets and arterials. 1st Ave SW serves as the main east/west connector, providing access to downtown Hickory to the east and Longview, NC to the west. Approaching from the east, 1st Ave SW is a two lane, one way street heading westward. As it passes the former Ivey Weaver Cotton Mill Site it widens to a four lane, two way arterial at a "Y" intersection. At the "Y" intersection the east bound lanes veer right, diverting eastbound traffic to 2<sup>nd</sup> Ave SW.

The former Ivey Weaver Cotton Mill property has street frontage along 1<sup>st</sup> Ave SW on its southern property line and 17<sup>th</sup> ST SW on its western property line. It does not have street frontage on its northern or eastern property lines. A heavy rail corridor abuts its northern property line.

<sup>2</sup> Hickory Land Development Code: Section 3.2.2 F, Page 49

<sup>3</sup> Hickory Land Development Code: Section 3.2.2 H, Page 49

<sup>4</sup> West Hickory Neighborhood Plan; Page 19

The former Southern Desk property has street frontage on 1<sup>st</sup> Ave SW on its southern property line and on 17<sup>th</sup> St SW on its eastern property line. Its eastern property line fronts 18<sup>th</sup> St SW. The northern property line has no street frontage and abuts a heavy rail corridor.

Highway 321 is a north/south state highway located near the eastern property line of the former Ivey Weaver Cotton Mill property. 1<sup>st</sup> Ave SW crosses Hwy 321 over a two lane bridge but does not provide access to the highway. The closest access points to the highway are approximately .5 miles northeast at Main Ave DR NW and approximately .5 miles southeast at 13<sup>th</sup> St SW.

**Bicycle/Pedestrian:** Bike and pedestrian facilities in the vicinity around the subject sites are limited. There are no dedicated bicycle lanes along any of the rights of way. Paved sidewalks are only found on the southern edge of both properties along 1<sup>st</sup> Ave SW. The southern side of 1<sup>st</sup> Ave SW is home to several businesses but it is unclear where public right of way begins and where their parking lots begin.

**Rail:** A large part of Hickory's economic success was driven by the railroad. The northern boundary of both subject sites abuts the active CSX rail line with freight rail services up to 8 times per day.

**Environmental Conditions:** Each of the subject sites have received Phase I and II Environmental Site Assessments through the City's Brownfield Program. Some environmental impacts from previous land uses were identified on both properties but they are not thought to be of major significance and should not limit the redevelopment potential of each site. For specific information please contact the City of Hickory Planning Department.

**Former Southern Desk Property**

The former Southern Desk property is approximately 4.7 acres and at the time of this report was vacant, with no apparent structures on site, except for foundations from past building(s). Some vegetation is growing on the property, but for the most part it is a dirt lot. There is no fencing surrounding the site, making it accessible to automobiles and participants. Some garbage was present on the site during the May 2015 consulting team site visit. The property is mostly flat, sloping slightly to the east and south. The property is privately owned but at the time of this report the City was negotiating to take ownership.



FIGURE 4: FORMER SOUTHERN DESK PROPERTY LOOKING WEST DOWN 1ST AVE SW.

**Former Ivey Weaver Cotton Mill**

The former Ivey Weaver Cotton Mill site is approximately 6.65 acres. At the time of this report the property was vacant with no apparent structures. The southwest corner of the property is populated with approximately 14 large deciduous trees. The property is not flat, with a moderate rise from the western end of the property toward the east and then back down again on the eastern end of the property. At the time of this report the site is privately owned and the owners marketing the property for sale.

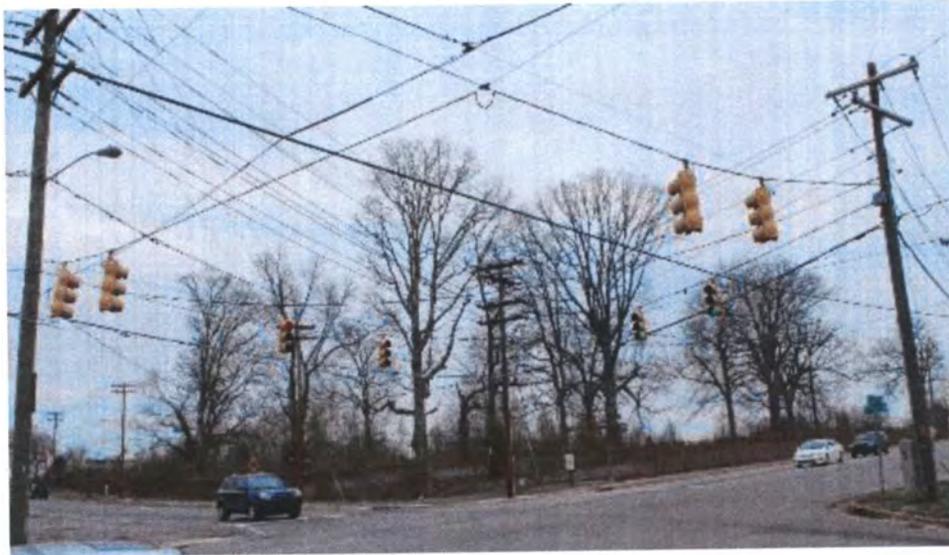


FIGURE 5: FORMER IVEY WEAVER COTTON MILL SITE SW CORNER.



FIGURE 6: FORMER IVEY WEAVER COTTON MILL PROPERTY LOOKING WEST ALONG 1ST AVE SW

## Workshop Summary and Outcomes

A core goal of the revitalization planning activity was to establish a feasible community driven redevelopment vision for the two properties. To ensure the visions being created are community supported, the City of Hickory and its consulting team conducted a public visioning workshop on May 14, 2015.

The workshop had two main components. The first component included presentations by City staff and its consulting team to brief participants on the purpose of the workshop and to update participants on the City's brownfield revitalization efforts. The presentation also included a facilitated group discussion to allow participants to inform the consulting team and City staff of the community's identity, history, and aspirations for the future.

The second component of the workshop included a hands on visioning exercise at two breakout tables focused on redevelopment goals for the former Southern Desk and former Ivey Weaver Cotton Mill site redevelopment, and how such redevelopment can best support the community's aspirations for wider community revitalization and their vision for the future. The information below includes excerpts from the full meeting summary which can be found in Appendix A.

### Identity/History

Several participants were lifelong residents of southwest Hickory and recounted a neighborhood with pride in their neighborhood, evidenced by business activity, neighborly interactions, and available employment on the two subject properties. They recalled that Southwest Hickory was a place unto itself and had everything a family needed right there in the neighborhood. It was considered self-contained and complete.

Unfortunately participants also spoke of significant changes to the neighborhood over the past several decades. Specifically, participants cited high crime rates, significant degradation in housing quality, absentee landlords, drug dealing, and prostitution. There was some sentiment expressed that the community felt ignored by the city and that code enforcement needs to be increased to ensure the conditions of single family homes and residential trailers are up to code.

Further, participants noted that the loss of employment at the two subject sites is reflected in the loss of community amenities. The neighborhood used to benefit from additional park space and a swimming pool that have since been closed. While the Westmont Recreation Center has been a key community asset for a very long time, it is not of sufficient size to serve the community and maintenance has been neglected.

### Aspiration and Vision

In terms of change, participants voiced the need to address crime in the neighborhood as part of a larger revitalization strategy. They noted that when issues such as crime are undeterred, the neighborhood's revitalization would not take hold. Team Leader Clark Henry emphasized that crime related issues are seldom solved by policing alone and that more active streetscapes and more "eyes on the street" have proven successful deterrents in communities around the country.

Participants agreed with the city and consulting team that revitalizing the former Southern Desk and former S&W Chemical sites is a key step to improving the neighborhood and surrounding community. Their hopes for southwest Hickory are that it reemerges as a self-contained and complete community where local residents feel pride in their neighborhood and are able to find goods and services they now have to travel elsewhere to obtain.

After the facilitated group discussion the group took a 10 minute break and reconvened at two breakout tables for a hands on exercise focused on the former Southern Desk and S&W Chemical sites.

Community members were quick to point out that the former S&W Chemical site had another use whose history is more directly relevant to the community. Known as the former Ivey Weaver Mill site, the Ivey Weaver Mill was a cotton weaving facility that the neighborhood grew up around. Because of this feedback this site will be referred to as the former Ivey Weaver Mills site for the duration of this project.

Other feedback includes the following.

- Concern was also noted for the traffic impact of any new development. Residents noted the existing traffic was already bad and new development would certainly add to the problem
- Neighbors noted that area was transitioning culturally, and in many cases this was seen as a positive, especially when families moved in, as they tended to take care of their neighborhood
- Loss of a community pool has had a big impact on the youth. No much for youth to do in the community
- "Folks should not have to leave the community to get what they need"
- Consider more activity centers for the youth
- There is a concern for existing substandard housing
- Residents have a real pride in their community
- "We want to get back to where we were"
- Residents prefer private ownership, have concerns for absentee landlord
- Residents desire more green space in the neighborhood
- Residents really appreciate the mature trees and greenery in the neighborhood
- Residents appreciate the Senior Center (having a contra dance that evening)
- Residents desire to age in place
- Significant change will occur with the improvements to Hwy 321

#### **Hands on Exercise**

Participants reconvened at one of two breakout tables where CIII team members facilitated a discussion focused on land use and design of the former Southern Desk and former Ivey Weaver Mill sites. Each table had a large 24x36 inch aerial image of each property used by the facilitators; 8.5x11 copies of these images for each participant; and several sets of three 11x17 printouts showing different architectural styles, for residential, commercial, and mixed use developments. For each site participants discussed the types of uses they wanted to see on the property. They continued to discuss site layout and design.

#### **Former Southern Desk Site**

- Participants felt that more commercial space complements the existing commercial space across 1st Ave SW and creates a vital hub for the community.
- Specific uses included a grocery store, retail shops, restaurant, and drug store.
- Participants agreed that the site could accommodate mixed-use, with residential units above the commercial spaces.
- Some concern was voiced about housing being "low income" and housing that would eventually fall into disrepair and further degrade the community.
- Participants preferred that structures along 1st Ave SW be oriented toward the street and parking placed in the rear to create a more accommodating environment for pedestrians.
- Participants also felt that while the structure should be oriented along the street, there should be enough setback to provide for courtyard space and a sidewalk.

- Behind the structure there is room to place an alley that would provide access for residents, customers, loading/unloading, and even private space for the residents.
- Take advantage of the size of the property and complement the mixed-use structure with open space, preferably on the west end of the structure and on the corner of 1st Ave SW and 17 St SW.
- Take advantage of opportunities for additional commercial or mixed-use structure(s) on 17th St SW.
- There was some concern about traffic volume and speed down 17th St SW and 18th St SW. Designs should consider how to calm traffic and consider safety issues.
- Considerations should be given to the impact of several trains a day blowing whistles on the northern side of the property.
- In general, table 1 participants were pretty open in terms of design. Some key principles were thought to be important
  - Don't be homogenous. Development should look like a series of individual buildings, even if constructed together. This better reflects historic development patterns and styles.
  - Big windows
  - Patios
  - Plants
- In terms of massing, 2 -3 stories maximum. 2 is preferred.

#### Former Ivey Weaver Mill Site

- Former S&W Chemical site should be called the Ivey Weaver Cotton Mill Site, to better reflect the site and neighborhood's history and uses.
- Participants mentioned the importance of relating the reuse of the Ivey Weaver site to the upcoming changes to Highway 321. Changes to the highway can either help or hinder this property's revitalization, and that of the whole neighborhood.
- This site's proximity to Hwy 321 makes it attractive for a commercial (e.g. grocery store) to light industrial uses on the eastern end of the site. Proximity to HWY 321 in addition to the railroad
- The site is also large enough to accommodate additional uses on its western end. Here, participants strongly preferred green space such as a park. This would replace lost park space and help transition the intersection of 1<sup>st</sup> Ave SW and 17<sup>th</sup> St SW from a vacant space to an asset that unifies the community and serves as an amenity and incentive for private development.
- More specifically, participants feel the community can use a swimming pool, passive green space with trees, paths, and facilities for children such as a splash pad.
- Whatever the greenspace would be it needs to provide a place for the community's youth and older citizens to share together.
- Consideration must be given to how to make park space and light industrial space compatible should they both be accommodated on this site.
- Residents expressed a concern for a large, monolithic development. Preferred a development scaled to match existing building forms
- While residential was considered a good thing, there was concern for low income development, or development that would result in transient residential. Concern expressed for residents who had little invested in the community
- Residents were very interested in keeping the corner as a park, with special attention paid to the large, existing trees. The park will demonstrate pride in the community. Residents noted that if on the corner, as opposed to interior of the site, it would be available to all the community
- Residents did note a concern for existing rail crossings
- Residents liked idea of grocery store but expressed concern for traffic impact. Noted that traffic study should be done no matter what development occurs

For both sites, participants felt strongly about the need for improved infrastructure and streetscaping. Specifically, they called for sidewalks, street trees and overall beautification and bike and pedestrian improvement.

## Conceptual Designs

### Overall

Based on its conversations with City staff, the Brownfield Advisory Group (BAG) and stakeholders during the public workshop, the consulting team created a set of conceptual designs. It is important to note that these designs are conceptual and serve to convey the general development capacity of the properties in a way that reflects the team's understanding of community aspirations. These are not intended to be used as final drawings or strict guidelines for development proposals. Details such as site planning, landscape design, architectural choices, and public improvements are all subject to change depending on the needs of the City, its partners and the southwest Hickory community.



FIGURE 7: AERIAL CONCEPTUAL DESIGN FOR FORMER SOUTHERN DESK SITE (LEFT) AND FORMER IVEY WEAVER COTTON MILL SITE (RIGHT)

As can be seen in Figure 2 above, the conceptual design and site plan for both sites articulates a mixed use development pattern integrating residential, commercial, and open spaces. These land uses were identified as development priorities during the public workshop and with the City of Hickory BAG. By integrating these uses into the same development they support the community's desire to see a more vibrant business district, additional housing opportunities, and a more prosperous neighborhood overall. Benefits of integrating these uses will extend far beyond the sites themselves.

**Economic** – The economic benefits of revitalizing these sites is significant. Their redevelopment will not only bring much needed tax revenue to the City but it will stabilize and increase the surrounding property values. Further, commercial uses proposed for these properties can potentially employ hundreds of residents from the surrounding community. By creating a mix of residential and commercial retail uses money can stay more local than it can now as residents have to leave the neighborhood to acquire goods and services that they can potentially access from new businesses. These benefits also have a spillover effect on the existing business in the community. Increasing the numbers of residents, and increasing the area's profile regionally helps with exposure for a growing customer base.

**Environmental** – By redeveloping these sites as proposed in this plan the environmental benefits are also significant. The most immediate benefit is the improvement of environmental quality on the sites themselves and the elimination of potential exposure to pollutants left from previous uses. Findings of Phase II Environmental Site Assessments (ESA) indicate that these properties are not significantly contaminated and that the risk of exposure to people and environmental receptors is minimal. Nonetheless, this risk

will be reduced even further with redevelopment and compliance with the appropriate North Carolina Department of Environment and Natural Resources (NCDENR) standards.

*Social* – Redeveloping these sites as envisioned in this plan could bring substantial social benefits to Southwest Hickory and the entire city. By returning these sites to productive use community residents across the city will have access to quality single family and rental housing currently in short supply. The increased density resulting from the housing development will create a more vibrant streetscape, a dynamic widely recognized as a strong crime deterrent. Further, by including commercial uses where large employers once stood, local residents will have access to nearby employment that has not been available to them in decades. As a whole, Hickory will benefit by adding an additional high quality neighborhood and a place for residents to visit and be proud of uplifting the entire city’s identity.

**Former Southern Desk Property**

Conceptual designs for the former Southern Desk property include mixed use residential over commercial, single use residential, single use commercial, and open space. The density of the housing units was established through community dialogue during the workshop and presented in an appropriate scale for the neighboring built environment. Nationally recognized and proven trends for urban revitalization are generally captured in movements and terms such as Smart Growth, Sustainable Development, and New Urbanism which emphasize mixing land uses at relatively higher densities, especially at centers and corridors. The mix of uses and density demonstrated in the conceptual designs reflects a much greater density than that of the surrounding land uses yet limits the density according to what participants at the May 2015 public workshop felt was viable and compatible with the surrounding neighborhood.

*Residential*- The residential component of the conceptual site plan emphasizes apartment or town home type dwellings. The number of units is flexible and can change to accommodate the demand for housing and priorities of the City and whoever eventually develops the property. Figure 5 below outlines two main options for the size and number of residential units but other combinations are of course possible.

|                  | #of units | Square feet per unit | Total square feet |
|------------------|-----------|----------------------|-------------------|
| <b>Option #1</b> | 36        | 1400                 | 50400             |
| <b>Option #2</b> | 72        | 700                  | 50400             |

TABLE 1: OPTIONS FOR RESIDENTIAL UNIT NUMBERS AND ASSOCIATED SQUARE FEET

Key features of residential units include but may not be limited to:

- Townhome style units on the first floor featuring a small front yard and covered entrance for each unit.
- Second floor units each featuring a covered outdoor deck space.
- Onsite parking behind structures to maximize visual appeal along traffic corridors.
- Landscaping around structures and parking lots to increase curb appeal and overall aesthetics for residents, business owners and patrons.
- Adjacent to public space on corner of 1<sup>st</sup> Ave SW and 17<sup>th</sup> St SW.
- Easy access to critical transportation corridors
- Bus service (Route 1 Greenway Public Transportation)
- Easy access to Downtown and to HWY 321



FIGURE 8: FORMER SOUTHERN DESK PROPERTY WITH CONCEPTUAL MIXED USE DEVELOPMENT LOOKING WEST DOWN 1ST AVE SW.

Developing this property to accommodate a residential pattern more dense than the surrounding single family home neighborhoods increases the viability of small businesses in the neighborhood by providing more potential patrons and bringing attention to a neighborhood that helps it transition to a destination for people outside of the neighborhood.

*Mixed Use* - Structures facing 1<sup>st</sup> Ave SW are mixed use with one story of residential units over one ground floor of commercial space. Twelve commercial spaces provide small business opportunity, activate the public realm, and strengthen the commercial corridor.

Key features of the commercial spaces include but may not be limited to:

- Street facing facades providing high level of exposure.
- Parking spaces behind each unit.
- Flexible floor plans with ability to combine units for varying sizes and configurations
- Set back from the streets providing patio space that can accommodate tables, pedestrians landscaping, or other amenities.

The benefits of developing this property as a mixed use including residential units over commercial units in addition to independent residential units include but may not be limited to the following.

- *Identity*: By adding more commercial space to an existing cluster of commercial structures on 1<sup>st</sup> Ave SW, a neighborhood “node” or “center” takes form. It activates the public realm and increases pedestrian activity which in turn reduces criminal activity on the street and surrounding neighborhood. A sense of place emerges that attracts people from outside the immediate neighborhood who will consider it as a place to live, work and play. The community’s identity is enhanced as the sites improve and residents have increased access to housing, goods, and services they would otherwise most likely need to leave the neighborhood to find.

- *Environment:* Environmental benefits of redeveloping this property as envisioned here include site remediation according to NCDENR standards, stopping offsite migration of contaminants that may be present and further protecting human health and the environment. Further, infill (and brownfield) redevelopment takes advantage of existing infrastructure, amenities, and public facilities and greatly reduces the pressure to create these facilities on previously undeveloped land (farm and forest) to accommodate growth.
- *Economy:* In addition to the potential for significant increase in property tax revenue, redevelopment as envisioned here provides small business opportunities for Hickory residents. The additional sales and payroll tax revenue represents additional tax revenue increases over time. Further, redevelopment as envisioned here can help catalyze additional private investment in the surrounding neighborhood and citywide, resulting in similar increases in employment and housing opportunities, tax revenue, and more stable and increased property values.



FIGURE 9: FORMER SOUTHERN DESK PROPERTY EXISTING CONDITIONS



FIGURE 10: CONCEPTUAL DESIGN FOR FORM SOUTHERN DESK PROPERTY

The conceptual designs also articulate the opportunity for additional commercial space on 17<sup>th</sup> St. SW on the southwest corner of the property. Locating commercial use on this section of the property further strengthens a commercial node and provides potential employment and entrepreneurial opportunity to surrounding residents.



**Former Ivey**

FIGURE 11: FORMER SOUTHERN DESK PROPERTY - TWO STORY COMMERCIAL/OFFICE/EMPLOYMENT SPACE.

**Weaver**

**Cotton Mill Property (most places we use Ivey Weaver Mill Site, no Cotton)**

Conceptual designs for the former Ivey Weaver Cotton Mill property include a large public greenspace and a commercial/employment center. Both land uses restore uses that once existed on or nearby the property that have been closed for several decades and will help strengthen the community's identity, prosperity and resilience.



FIGURE 2: FORMER IVEY WEAVER COTTON MILL SITE CONCEPTUAL SITE PLAN

*Greenspace* – The public greenspace component is used to improve Southwest Hickory by providing a highly visible public amenity that improves the community's livability, aesthetics, and economic stability. A greenspace in this location will provide a place for individuals, families and groups to recreate and continue building a strong sense of community. The conceptual design shows a passive greenspace as opposed to active recreational fields. There are currently three public parks and a community center available to local residents within a .5 mile walk, offering facilities such as baseball fields, indoor and outdoor basketball courts yet relatively limited passive greenspace. Passive greenspace is particularly important in neighborhoods with lower income levels because residents are often not able to pay fees associated with structured activities and they are often not able to drive to enjoy quality open space and natural areas. Key features of the park include but may not be limited to the following.

- Pedestrians, cyclists, residents, visitors, business owners and employees will have a place to enjoy fresh air and interact with each other.
- The existing trees are maintained throughout the conceptual design and can even be supplemented by additional tree plantings to provide adequate shade during warmer months and contribute to the aesthetic quality of the intersection and neighborhood.

- Pathways meander through the park providing exercise opportunities to residents and visitors of all ages, creating opportunities for intergenerational and intercultural interaction.
- Interpretive signage along the pathway can provide important historical background to the history and identity of the property and surrounding community.
- Public parking and restrooms are important features that make the park accessible and functional to users within and outside of Southwest Hickory.

*Commercial* – The conceptual design reserves the eastern third of the property for commercial use that can support a relatively large employer. Commercial use on this portion of the site recognizes the need for additional employment opportunities in Southwest Hickory and reflects the history of the site as a major employment center. This use will also provide a sound and visual barrier between the park and HWY 321.

Features of the commercial use include but may not be limited to:

- A two story structure totaling roughly 66,000 square feet.
- 150 parking spaces.
- Site access from 1<sup>st</sup> Ave SW with parking surrounding the structure on the north and east.

Specific industries or tenants have not been thoroughly explored in this project but the conceptual design shows a structure that can be configured for light industrial space, offices, or even be subdivided to accommodate multiple tenants.

Benefits of the park space are compelling including but not limited to the following.

- *Identity* - This park will improve the community's identity by offering everyone access to a common place they consider part of their home. The aesthetic improvement of turning a vacant, fenced off property into a publicly accessible green space is substantial and could transform a Southwest Hickory eyesore into its crown jewel for both the neighborhood and the city. A community's self-esteem is greatly impacted by the aesthetic and environmental quality of the surrounding built environment. Redeveloping the property as envisioned here will improve the surrounding community's self-esteem and set a new standard for what it deserves.
- *Environment* – Using the park as greenspace will contribute to stormwater management in the neighborhood by providing a large amount of permeable space where stormwater can infiltrate rather than run into the streets and burden the city's stormwater system. There are several opportunities for the commercial component of this redevelopment vision to improve the environment. These include but may not be limited to green stormwater management, green building practices such as Leadership in Energy and Efficiency Design (LEED) construction, and renewable energy generation (e.g. solar). Additionally, by revitalizing a previously developed property the project is inherently using existing infrastructure and accommodating development that might otherwise be developed on previously undeveloped land. This effectively works to limit sprawl and its externalities such as loss of natural areas, and increased greenhouse gas (GHG) emissions. (make note of extension of public utilities) Environmental and human health are also improved as the property will be redeveloped in compliance with NCDENR standards which are structured to protect human and environmental health.
- *Economy* - Greenspace and recreational opportunities support and grow local property values, municipal revenue, and personal and community wealth.<sup>5</sup> The park serves as an amenity which people want to live and do business near. The commercial component to the redevelopment vision could provide employment opportunities to local residents directly in their neighborhood where currently there are limited opportunities and in at least some cases, increase their wealth allowing them to more fully participate in the local economy. Further, people employed on this property could become patrons of existing businesses and the commercial properties on the former Southern Desk property.

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<sup>5</sup> American Planning Association (APA) City Parks Forum Briefing Paper- Economic Development; Executive Summary: <https://www.planning.org/cityparks/briefingpapers/pdf/economicdevelopment.pdf>

|              | Square feet | Onsite parking spaces (total) |
|--------------|-------------|-------------------------------|
| First Floor  | 33000       | 150                           |
| Second Floor | 33000       |                               |

TABLE 2: COMMERCIAL EMPLOYMENT CENTER SQUARE FEET AND PARKING SPACES

**Intersection Unification**

With both of these properties being vacant and subject to future redevelopment, workshop participants, City staff, and consulting team members quickly recognized the opportunity to redevelop these sites in a way that re-unifies the neighborhood. By designing the land on the northern corners of 1<sup>st</sup> Ave SW and 17<sup>th</sup> St SW as public space with a consistent theme the intersection becomes a unifying element in the built environment instead of a divisive one. This is true not only in form but also function. The commercial spaces proposed on both the former Southern Desk Company property and the former Ivey Weaver Cotton Mill site have the potential for employing hundreds of people. As such, if realized, the commercial uses can unify the neighborhood economically the way the employers on these properties once did.



FIGURE 2: A UNIFIED INTERSECTION CREATES A SENSE OF PLACE THAT DISTINGUISHES IT FROM OTHER NEIGHBORHOODS, REFLECTS THE COMMUNITY'S UNIQUE IDENTITY AND SERVES AS A FOCAL POINT FOR INVESTMENT AND COMMUNITY ACTIVITY

## Feasibility Evaluation

The conceptual designs and redevelopment vision for the former Southern Desk property and former Ivey Weaver Cotton Mill property were developed through engagement with the City's BAG and a public workshop held in May 2015. These plans reflect what the City and its consulting team heard regarding community identity and aspirations for Southwest Hickory and how the revitalization of these two idle properties can help catalyze those aspirations.

In order for the City to better understand steps it can take to help realize these goals this section provides an evaluation of the redevelopment vision. This evaluation was informed by demographic indicators, market data, and field observations and conversations with local stakeholders during the BAG meeting and public workshop.

This evaluation used data in a 1-mile radius around both properties to understand demographic trends that would influence development patterns in the target neighborhood. The evaluation is used to inform the Recommendation section which lays out suggested actions for the City to take in order to realize the redevelopment vision.

This evaluation assumes that the local infrastructure including streets, water, sewer, and stormwater systems is of adequate capacity to support the redevelopment.

## Demographics & Market Data

Demographic and market data were compiled from reports listed below. They were evaluated for trends that influence the viability for development in the target area. Market data was compiled from Esri Business Analyst reports which categorizes businesses by the North American Industry Classification System (NAICS) codes.

Some reports below provide data for a 1 mile radius of the intersection of 1<sup>st</sup> Ave SW and 17<sup>th</sup> St SW and others provide data on a citywide, or county wide basis for Catawba County and Caldwell County. The subject sites reside within Catawba County but are within .5 mile of Caldwell County and as such reports within a 1 mile radius include data from both Counties. Additionally, demographic and market forces within Caldwell County influence the viability of development on the subject sites.

- Census 2010 Profile (Appendix B)
- US Census Quickfacts (Appendix C)
- Census 2010 Census Profile Catawba County (Appendix D)
- Census 2010 Census Profile Caldwell County (Appendix E)
- American Community Survey Population Summary (Appendix F)
- Income and Demographic Profile (Appendix G)
- Business Summary (Appendix H)
- Retail Marketplace Profile (Appendix I)
- Retail Market Potential (Appendix J)
- Market Profile(Appendix K)
- Housing and Urban Development Market At A Glance report Hickory-Lenoir-Morganton CBSA(Appendix L)
- American Community Survey Housing Summary Catawba County (Appendix M)
- American Community Survey Housing Summary Caldwell County(Appendix N)

Combined, this information supports evaluating the feasibility of development scenarios envisioned in the May 2015 workshop. This assessment summarizes the market information and the Appendix provides complete market data and information. Finally, this market assessment provides conclusions and recommendations for the site.

## Economic Indicators

Economic Indicators across Hickory that were evaluated as a part of this report show that they are generally stable or growing in a positive trend since 2010. Some are also projected to grow at similar rates through 2020. While this is a positive indicator regarding the feasibility for development within Hickory, the growth trends are relatively modest as compared to larger metropolitan regions, the in state and nation.

### *Population*

The most recent US Census population count for Hickory is for 2013, showing a population of 40,361, a .7% increase over a 2010 population of 40,065. This is compared with a 3.3% growth for the State of North Carolina as a whole across the same time period.<sup>6</sup>

According to the esri Census Profile within a 1 mile radius of the former Southern Desk and former Ivey Weaver Cotton Mill properties the population actually decreased between 2000 and 2010 from 5,348 to 5,066, a .54% reduction. Fortunately the esri Demographic and Income Profile show this trend has reversed between 2010 and 2015, going from 5,066 to 5,103, a .7% increase. This is equal to the citywide growth rate between 2010 and 2013. That the growth rate within a 1 mile radius is competitive with that of the entire city is encouraging, especially considering the fact that a population decrease was reversed over the past five years. This is an indicator that demand for housing, goods, and services within a 1 mile radius can be competitive with the rest of the city.

Both growth rates are modest compared to a 1.10 % increase statewide between 2010 and 2013 with most of the statewide growth being absorbed by markets including but not limited to Charlotte or Raleigh who grew by 7.8% and 6.9% respectively, more than double the statewide average of 3.3%. This indicates that as a whole Hickory is struggling to attract investment that is currently going to other markets in the state. This could increase the timeframe in which the city can expect to see development on the subject properties as well as increase the need for additional marketing and outreach to investors, and the creation of an effective incentive package to attract investment.

### *Income and employment*

According to the US Census Quickfacts, Median Household Income (MHI) for the City of Hickory in 2013 was \$39,176. This is lower than the statewide MHI of \$46,334. The 2015 MHI within a 1 mile radius of the former Southern Desk property and former Ivey Weaver Cotton Mill property is well below both of these at \$27,561 with over 20% of the population within that radius earning less than \$15,000/year. The outlook for growth into 2020 is positive though very modest gains for the 1 mile radius of the properties with the MHI estimated to reach \$30,238 by 2020.

Employment rates on a regional level are more encouraging. According to a Department of Housing and Urban Development (HUD) Market at a Glance report for the Hickory-Lenoir-Morganton Core Based Statistical Area (CBSA) the unemployment rate dropped from 8.8% in 2013 to 6.2% by June 2015<sup>7</sup>.

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<sup>6</sup> US Census Quickfacts <http://quickfacts.census.gov/qfd/states/37/3731060.html>

### *Housing*

A substantial proportion of the proposed redevelopment of the former Southern Desk property is devoted to housing, specifically multi-family rental housing. The decision to envision this particular format for housing derived from discussions with the City staff and the Brownfield Advisory Group, whose membership includes representation from the Hickory Housing Authority. This was also a part of the vision developed by the participants of the community meeting. Based on these conversations the consulting team began to form its understanding that quality multifamily rental housing was in short supply and high demand in Hickory and Southwest Hickory more specifically.

Additionally, during discussions with City staff, BAG, and during the May 2015 public workshop, goals for the neighborhood were articulated that would produce a more vibrant streetscape, and improve the business climate for the area. Stakeholders want to take advantage of the area's proximity to downtown, build off of an existing cluster of small businesses in the area, and revive the neighborhood to its historic vibrancy.

Evaluation of additional data showed there is demand for rental housing in Hickory and Southwest Hickory. According to the esri SACS Housing Summary for Catawba County, housing unit construction was robust between 1970 and into the early 2000s but dropped sharply to only 198 units constructed since 2010. According to the 2010 Census Profile for Catawba County and Caldwell County the population of Catawba County increased by .93% or 5,354 and neighboring Caldwell County grew by .82% or 2,620. This is evidence that population growth has greatly outpaced the rate of constructing new housing units. This indicates that additional housing is in demand.

Demographic and housing trends across the country and in North Carolina are moving toward a higher percentage of single unmarried households<sup>8</sup>, towards a preference for rental properties in dense walkable neighborhoods close to amenities, and toward rentals. Further, the income levels in the surrounding neighborhood and in Hickory as a whole are lower than state and national averages, indicating that homeownership is less viable in this population than elsewhere. According to the Market Profile for a 1 mile radius around the former Southern Desk Property renter occupied units made up 50.5% of all units (35.2% owner occupied; 14% vacant) in 2015, whereas Catawba County renter occupied units constitute only 28% of all housing.

Given these factors, this report concludes that housing is in demand on a regional scale and that the former Southern Desk property, if developed in the manner described in this report, is a strong opportunity for Hickory to absorb growth, meet housing demand, and catalyze the redevelopment of an entire neighborhood.

### *Retail*

The redevelopment vision and conceptual designs for the former Southern Desk property include retail spaces along 1<sup>st</sup> Ave SW. These units would complement existing small businesses along 1<sup>st</sup> Ave SW and help create a stronger sense of place, activate the street front, and enhance the intersection at 17<sup>th</sup> St SW as a stronger node for the immediate community and destination for others. To evaluate the feasibility for retail in this location an esri Retail Marketplace Profile was generated with an emphasis on retail, food & drink establishments. This focus was chosen due to preferences voiced at the May public workshop as well as the consulting team's understanding that retail and

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<sup>7</sup> US Bureau of Labor Statistics Economy at a Glance Hickory-Lenoir-Morganton;  
[http://www.bls.gov/eag/eag.nc\\_hickory\\_msa.htm#eag\\_nc\\_hickory\\_msa.f.P](http://www.bls.gov/eag/eag.nc_hickory_msa.htm#eag_nc_hickory_msa.f.P)

<sup>8</sup> Pew Research Center Social & Demographic Trends; Record Share of Americans Have Never Been Married; September 24, 2014. <http://www.pewsocialtrends.org/2014/09/24/record-share-of-americans-have-never-married/>

food related businesses are anchors for neighborhood scale development serving a local population and as a destination for people outside of the neighborhood.

Within a 1-mile radius of the site there are 77 registered categorized as retail establishments, only 15 of which are food & drink related.

*Retail Gap:* Retail Gap and Leakage refers to retail purchases that residents and businesses within the study area make outside of the study area. In short, leakage refers to untapped potential to capture revenue that is currently being captured elsewhere. A retail factor is measured on a 100 point scale where 100 is total leakage (no local capture).

As can be seen in Table 1 below and there are several retail gap and leakage opportunities. A retail gap does not necessarily indicate that the business is not viable in that area, but rather it represents the difference between the potential for retail sales and actual sales. Leakage may represent an entrepreneurial opportunity to meet demand for that business that is currently not being met.

A retail surplus illustrates consumer dollars being imported into a given geographic area from outside of it. Retail surplus is realized when money from within a given geographic area is spent on that particular good or service outside of the same area. A surplus may indicate that the area has unique locational attributes that are conducive to the clustering of like businesses and there could be opportunity to add to the cluster. Industry groups with retail surplus can be seen in the esri Marketplace Retail Profile.

| Industry Group                            | Retail Gap  | Leakage Factor |
|---|-------------|----------------|
| Home Furnishings Stores                   | \$214,587   | 50.1           |
| Electronics and Appliance Stores          | \$161,0     | 5.8            |
| Lawn and Garden Supply Stores             | \$161,031   | 100            |
| Food & Beverage Stores                    | \$2,899,756 | 39.3           |
| Grocery Stores                            | \$2,954,940 | 43.5           |
| Specialty Food Stores                     | \$90,193    | 100            |
| Beer, Wine & Liquor Stores                | \$179,084   | 100            |
| Health & Personal Care Stores             | \$2,164,238 | 67.4           |
| Clothing and Clothing Accessories Stores  | \$91,654    | 2.3            |
| Clothing Stores                           | \$154,493   | 5.5            |
| Jewelry, Luggage & Leather Goods          | \$92,694    | 19.7           |
| Book, Periodical & Music Stores           | \$199,756   | 100            |
| General Merchandise Stores                | \$5,220,648 | 71.3           |
| Department Stores Excluding Leased Depts. | \$1,110,466 | 36.8           |
| Other General Merchandise Stores          | \$4,110,183 | 95.4           |
| Electronic Shopping & Mail Order Stores   | \$1,350,199 | 100            |
| Vending Machine Operators                 | \$79,659    | 100            |
| Special Food Services                     | \$83,451    | 100            |
| Drinking Places (Alcoholic Beverages)     | \$9,265     | 1.7            |

TABLE 3: RETAIL GAP AND LEAKAGE FACTORS FOR INDUSTRY GROUPS WITHIN A 1 MILE RADIUS OF THE FORMER SOUTHERN DESK PROPERTY.

## Feasibility Evaluation Conclusions and RFP Recommendations

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The following conclusions and recommendations are intended to inform and help guide the City of Hickory's actions that can help realize the conceptual redevelopment vision outlined in this report. They are the opinion of the consulting team and are based on conversations with City staff, the Brownfield Advisory Group (BAG), public engagement during the May 2015 public workshop, and evaluation of economic indicators discussed in the report. They apply to both the former Southern Desk property and the former Ivey Weaver Cotton Mill property.

### General

Both properties represent strong opportunities for the City to catalyze redevelopment of Southwest Hickory in a manner that reflects the community's history and priorities. Their location, size, infrastructure, and zoning can accommodate residential, commercial, and open spaces that, when provided together, can be transformative on economic, social, and environmental levels.

There are however constraints to realizing the conceptual redevelopment vision. These are mostly related to a slow rate of growth as compared to other markets in North Carolina, low income levels in the immediate vicinity of the properties, and site control. Recommendations provided here are intended to leverage the properties' advantages and help the city bridge feasibility gaps related to the economics of the area.

In general, given the positive attributes and challenges of each property the consulting team considers the conceptual redevelopment vision feasible with the application of strategic investment by the City in the near (0 – 5 years), mid (5 – 10 years), and long (10+ years) terms. Recommendations below outline specific actions intended to help overcome specific constraints for each property.

### Former Southern Desk property

The conceptual redevelopment vision for this property is fairly ambitious due to multiple factors. The following constraints were identified through conversations with City staff, the BAG, input during the May 2015 public workshop, field observations and evaluation of demographic and market data. Recommendations to overcome these constraints are based on the consulting team's experience. They are summarized in [Table 2](#) which also contains a timeframe for specific actions. It is important to note that these are recommendations and that other solutions to overcome development constraints should also be evaluated and pursued by the City as they are identified.

#### Constraints

1. *Income levels and market rate rental limitations:* The first constraint involves the low income levels in the immediate vicinity. These income levels can represent a risk to private development interests focused on building market rate housing. The lower income levels indicate the immediate consumer base does not have the capacity to pay market rental/lease rates. Additionally, potential investment and development partners may not think their target tenants would see this area as desirable compared to other housing options in Hickory and the surrounding area. This dynamic could be particularly acute regarding the retail component of the conceptual redevelopment vision, due to retailers' reliance on disposable income in the surrounding areas.

2. *Site Conditions of surrounding neighborhood:* Another constraint to attracting private investment is related to the site conditions of numerous existing residential properties in the surrounding neighborhood. Site conditions related to commercial property are largely related to vacancies. Site conditions related to residential properties include single family detached homes, and mobile homes in advanced states of disrepair and degradation. These conditions are not only unattractive but also undermine perceptions of safety and a sense of community identity. Not only do existing residents find these conditions unlivable as indicated in the May 2015 workshop but they also discourage potential new residents from considering the area a future home.
3. *Crime:* According to feedback received during the May 2015 workshop, there are considerable crime issues in the neighborhood, particularly drug activity and prostitution on the local streets. These issues not only compromise the ability of local residents from enjoying their community but also deter potential future residents from moving into the area or potential patrons from visiting local businesses.
4. *Non-income generating land use:* Another constraint to realizing the conceptual revitalization strategy is the dedication of the southeast corner of the property as public open space. Though considered by the consulting team to be an important feature of creating a unified sense of place for the neighborhood, using this space as public/quasi-public space can represent a loss of potential revenue for private investment and development interests.
5. *Environmental Conditions:* Previous land uses on this property have left environmental impacts that may represent hurdles to the property's redevelopment. The consulting team understands that the City is actively addressing this issue by conducting Environmental Site Assessments (ESA) to measure any environmental impacts and create a plan for addressing them in order to accommodate development. Despite the City's leadership on this issue prospective developers may still have apprehensions regarding their liability and potential impacts on the property's development potential.

### Recommendations

1. *Income levels and market rate rental limitations:* To help address the market potential for the property identified in constraint #1 the City should consider the following actions, or any combination of them they feel works best in Hickory's economic, political, and social climate.
  - a. Finalize site control. It is the consulting team's understanding that the City is currently working toward site control of the former Southern Desk property. This is an important step that will provide the City with decision making authority over the property's future but, more importantly, it provides the City with an important financial asset that helps bridge a financial feasibility gap with prospective developers.
  - b. Issue a public Request for Proposals (RFP) or Qualifications (RFQ) to solicit the interest of private real estate developers. The RFP/Q can outline the City's development goals for the property as described in this report and allow developers to determine how they will achieve these goals. These goals should include but not be limited to mixed use development providing housing across most of the property with mixed use (residential over commercial) along 1<sup>st</sup> Ave SW and 17<sup>th</sup> St SW; and using the southeastern corner of the property as public or quasi-public space. To ensure robust responses to the RFP/Q, the City should issue it across numerous real estate channels and identify specific developments in North Carolina and

- southeastern US region that reflect similar developments, and engage with the development teams directly soliciting their interest in submitting a response.
- c. Create an incentive package to offer the development team selected through the RFP/Q process that help bridge financial feasibility gaps and/or achieve development goals the development team might otherwise not consider (e.g. using the corner of the property as public/quasi-public space). These can include but may not be limited to the following.
    - i. Transferring title of the property at little or no cost
    - ii. Making infrastructure upgrades (water, sewer, roads) that would otherwise be a cost born by the developer.
    - iii. Provide rent guarantees for some of the commercial and/or residential units. Such guarantees can help the developer secure financing.
    - iv. Create a marketing, placemaking, and branding campaign for this section of Hickory to help with identity perception of potential future tenants/residents and uplift the existing community.
    - v. Make beautification investments within the site and the area such as street trees, signage, sidewalk improvements, traffic control, and public art.
    - vi. Property tax abatements. These can be tied to performance measures as a condition of the abatement.
  - d. Engage developers with experience with Low Income Housing Tax Credits (LIHTC). These credits help developers bridge the gap between what makes a project financially viable and what the local rental market can provide in terms of lease/rental rates.
  - e. Encourage mixed income development that provides a supply of housing units for income levels common in the surrounding area with a supply of market rate housing. While it is important to provide housing for existing residents and lower income levels it is difficult to revitalize a community and support local businesses without residents with more disposable income. Providing housing for a mix of income levels may require additional steps that may include but not be limited to the following.
    - i. Subdividing the property into two or more lots to include in separate RFPs, one for LIHTC developer and the other for market rate developer.
    - ii. Brokering a partnership between LIHTC developer and private market developer who can collaborate for a complete build out.
  - f. Structure the RFP/Q to allow for staging the development over time before full build out. The size of the project might be beyond the capacity of some development teams to take on all at once. An RFP/Q requiring proposals for the entire project at once might not solicit responses from development teams who would otherwise provide the City with a high quality project. Staging the project allows smaller scale developers to develop incrementally over time. This also allows for the development concepts to be proven/disproven and adjustments to the development program to be made accordingly.

2. *Site conditions of surrounding neighborhood:* The second constraint involves the unmaintained site conditions of residential properties in the surrounding neighborhood. To help address this issue the City can consider more regular and focused code enforcement related to site conditions. It may be the case that many of these properties are owned by absentee landlords and that there may be a number of properties that are tax delinquent. Further study is required to understand if this is true and if so at what scale. If this occurs, the City can consider working with Catawba County to establish a local land trust that can take ownership of the unoccupied tax delinquent properties. Again, it requires further study but it is possible that the sale of these properties can help fund the additional code enforcement efforts and site maintenance on properties with delinquent property owners.
3. *Crime:* The third constraint identified here is the existence of street crime in the neighborhood. The consulting team feels that this issue, though complicated and difficult, can be improved prior to and also as a result of redevelopment. Continued and even increased policing in the neighborhood is of course an option the City can consider. More directly related to this report is the effect that development and an increased pedestrian, business, and resident presence on the street will have on street crime. It is the consulting team's experience that street crime is not as common an activity in vibrant streetscapes with active businesses and residents eyes on the street. The City can consider taking a preliminary step in working with local residents and businesses and work together to deter street crime. Such efforts serve to build developer confidence that the City is committed to using its resources to greatly reduce crime in the neighborhood and create a more accommodating environment for investment.
4. *Environmental conditions:* The City can consider continuing its actions related to the site's environmental condition during the RFP/Q and property disposition process to help prospective developers better understand issues related to liability and potential impacts on development. To do this the consulting team recommends offering consulting services to the prospective developer and helping them satisfy their due diligence requirements as outlined by All Appropriate Inquiry (AAI) standards established by the Environmental Protection Agency (EPA).

| Recommendation   | Timeframe       |
|--|-----------------|
| 1. <i>Income levels and market rate rental limitations</i> | Near term       |
| 2. <i>Site Conditions of surrounding neighborhood:</i>     | Near, Mid, Long |
| 3. <i>Crime</i>  | Near, Mid, Long |
| 4. <i>Non-income generating land use</i>                   | Near, Mid, Long |
| 5. <i>Environmental Conditions</i>                         | Near, Mid       |

### Former Ivey Weaver Cotton Mill Property

The conceptual redevelopment vision for this property includes a public park and greenspace adjacent to a commercial employment center. Constraints to realizing this vision are different for each of the different land uses. The recommendations below are organized accordingly.

#### Constraints (Public Park and Greenspace)

1. *Site control:* An overarching constraint of the conceptual redevelopment is the different land uses proposed on a single property and the issue of site control for both uses. Specifically, park and greenspace is not customarily a privately owned and operated land use whereas a commercial and employment center is. At the time of this report the former Ivey Weaver Cotton Mill property is privately owned and the owner is trying to market the property for sale.
2. *Priority and funding:* At the time of this report constructing a park in this location is not identified in the 1997 City of Hickory Parks and Recreation Master Plan. The result is that constructing a park on the former Ivey Weaver Cotton Mill property is not a political nor planning priority and as such no funding has been secured or planned for.
3. *Crime:* Similar to constraints on the former Southern Desk property, neighborhood crime can be a deterrent to people actually using the park. Additionally, a concern with a park space is that it actually becomes the location where the crime occurs, making use by local residents even more unattractive.
4. *Environmental conditions:* Previous land uses on this property have left environmental impacts that may impact the cost of constructing a park on the former Ivey Weaver Cotton Mill property. Compliance with state and federal regulatory standards often require "caps" or impervious surfaces to cover contaminated portions of property to limit potential exposure to contaminants. This can potentially impact the property from being developed as mostly pervious greenspace.

#### Recommendation (Public Park and Greenspace)

1. *Site control:* To overcome the site control constraint the consulting team recommends the City work with the current property owner to sub divide the property and acquire the land through purchase or donation.
2. *Priority and funding:* Overcoming the priority and funding constraint for acquiring the property and constructing the public park and greenspace can include but may not be limited to the following steps.
  - a. The Park and Recreation Master Plan is now 21 years old. Plans for growing the park system and enhancing existing facilities within this plan are based on projected population growth through 2020 and based on assumptions about what parts of town this growth is occurring. Given the amount of time that has passed since the plan was created the consulting team recommends revisiting the Parks and Recreation Master Plan assumptions, perhaps revising it altogether so as to plan beyond 2020 which is rapidly approaching. The consulting team recommends amending the existing plan to include the park space recommended for the former Ivey Weaver Cotton Mill Site to reflect revised priorities for additional growth in Southwest Hickory.
  - b. The consulting team recommends that the funding the park be secured through a mix of resources outlined in the Park and Recreation Master Plan and alternative sources that can

potentially supplement them. It is important note that this is not an exhaustive list of potential resources. Rather, these are initial suggestions that include but may not be limited to the following.

- i. Considering the historic significance of the property and Mr. Ivey Weaver's family history in Hickory, the city can consider working with the existing property owner and Weaver family to donate the property to the city. The park can be named after Mr. Weaver and interpretive signage recommended throughout the park can emphasize the importance of Mr. Weaver and his family to Southwest Hickory's growth an character.
  - ii. A relatively new source of funding for civic improvements and community amenities has emerged in the last few years and can potentially help the City secure supplemental funding for site acquisition and construction. Referred to as "Crowdfunding", this new source of funding relies on the general public's willingness to contribute money voluntarily for ideas which they find compelling. There are several websites supporting crowdfunding campaigns. The consulting team does not specifically endorse a particular website but examples of well-respected and proven websites include: Indiegogo and Fund Your Park.
- 3. Crime: The consulting team feels that addressing crime in the neighborhood is particularly important related to the creation of a public park. As such the City should consider the recommendations to address crime provided for the former Southern Desk property in addition to other measures. These include but may not be limited to the following
  - a. Regular police presence on the park space. A police satellite station can provide around the clock presence.
  - b. Encourage and facilitate the use of the park by organizations for events on a regular basis. The presence of groups of people and monitored activity is in itself a crime deterrent.
- 4. *Environmental Conditions*: The consulting team recommends that the City continue addressing the environmental conditions on site, and commends its progress to do so thus far. Additionally, it is recommended that if remediation is required on the property that it prioritize remediation actions that might exceed requirements established by the state. As mentioned in the Constraints above, compliance with state standards might only require a "cap" over contaminated areas. If an impervious cap is considered to achieve compliance, the City should evaluate if it adversely impacts the park development as outlined in this report. If it does, the city should consider taking measures to remediate the site so an impervious cap is not required using methods including but not limited to soil excavation, groundwater pump and treatment, or bioremediation.

#### **Constraints (Commercial/employment center)**

- 1. *Site Control*: The primary constraint to the City leading the redevelopment of the commercial/employment center is site control. The property is currently under private ownership and as of the date of this report the City is not actively negotiating with the owner for acquisition. As such it is unlikely the City has the ability to make site improvements and issue a Request for Proposals or Qualifications (RFP/Q) as suggested above for the former Southern Desk property.

2. *Market Readiness:* Due to the relatively low growth rate of Hickory and surrounding County relative to the rest of the state, the near term viability of a commercial/employment center as outlined in the conceptual redevelopment vision is in question.
3. *Crime:* According to feedback received during the May 2015 workshop, there are considerable crime issues in the neighborhood which can be a deterrent for investment in a commercial/employment center. It undermines an investor's confidence in the lasting value of their investment and it's a deterrent to finding employees.
4. *Environmental conditions:* Similar to the other constraints on the former Ivey Weaver Cotton Mill property and the former Southern Desk property the sites environmental condition, or perceived conditions, might impact a prospective developer's willingness to invest.

#### **Recommendations (Commercial/employment center)**

1. *Site Control:* The consulting team recommends the City consider purchasing the property from the existing owner. Doing so gives the City the opportunity to pursue redevelopment as outlined in this report and in a position to make decisions it otherwise cannot make for a private property. Without site control the current owner can construct or sell the property to a new owner who can then construct a use variant from that outlined in the conceptual redevelopment vision.
  - a. Should site control not be achieved, the consulting team recommends that the City consider engaging in direct conversations with the owner and establish a public/private partnership for this project. In this partnership, the owner can work with the City to issue a Request for Proposals/Qualifications (RFP/Q) for development reflecting what is outlined in this report. In exchange, the City can provide technical, logistical and financial assistance that can include but may not be limited to the following.
    - i. Rent guarantees for a portion of the property
    - ii. Infrastructure improvements including but not limited to roads, sidewalks, water, sewer, and telecommunications upgrades.
    - iii. Help marketing the property to end users
    - iv. Expedited permitting
    - v. Fee waivers
    - vi. Tax abatements
2. *Market Readiness:* The City can help address market readiness of the property regardless of who holds title to the property. The City may decide that assistance is dependent upon a private property owner's willingness to pursue development similar to what is outlined in this report or it can take these actions regardless of the end use. Ideas provided here are similar to addressing feasibility on the former Southern Desk Site. This can include but may not be limited to the following.
  - a. Create a marketing, placemaking, and branding campaign for this section of Hickory to help with identity perception of potential future tenants/residents and uplift the existing community.

- b. Make beautification investments within the site and the area such as street trees, signage, sidewalk improvements, traffic control, and public art.
- 3. Crime: Addressing the crime issue for this proposed development should follow the same actions as recommended for the former Southern Desk property.
- 4. Environmental Conditions: Should the City take ownership of the property, the consulting team recommends pursuing actions similar to those proposed for the former Southern Desk property. Should the City not take ownership of the property, there are still actions the City can take to help negate any impact of the site's environmental conditions. These may include but not be limited to the following
  - a. Provide technical assistance and facilitated discussions between the property owner and prospective developers to clearly define the extent of environmental requirements and impacts. This first helps establish a real market value for the property and helps a prospective developer understand any implications on their development program and pro forma.
  - b. The City can advocate with NCDENR for expedited review and approval of remedial action plans or other necessary reviews.

*It is important to note that these conclusions and recommendations provide no guarantee that the actions presented here will result in the desired redevelopment. It is the city's responsibility to weigh these recommendations with other factors to determine its own course of action. In addition, the data and conclusions presented in this report are not intended to substitute for interested developers' due diligence and determination of the feasibility of a redevelopment project.*

## Conclusion

In conclusion, the consulting team finds conceptual redevelopment vision provided in this report is a feasible plan if certain actions are taken by the City. There are considerable constraints to overcome but they are by no means insurmountable. The choice the City has before it is whether or not to make additional interventions in the revitalization of Southwest Hickory or to let private market, environmental, and social forces maintain the status quo and more directly influence the community's future. There is no guarantee that the recommendations provided in this report will result in the redevelopment vision defined in this report. It is however the consulting team's opinion that if the more passive path is taken that the former Southern Desk property and the former Ivey Weaver Cotton Mill property will not only take a much longer period of time to be developed but that development is much less likely to reflect the types, pattern, and quality of development the community and BAG have voiced support for. The history of Southwest Hickory and the community surrounding the former Southern Desk Site property and former Ivey Weaver Cotton Mill site can regain a vitality, sense of place, and pride it once had. Doing so requires additional residential density available to a mix of incomes, public space, public space improvements, employment and entrepreneurial opportunity, and thoughtful design.

## Appendices

Appendix A: May public workshop summary

## Southwest Hickory Visioning Workshop Summary

**When:** May 14, 2015 6:00 – 8:00 pm

**Where:** Westmont Recreation Center

**In Attendance:**

**City of Hickory**

Brian Frazier

Dave Leonetti

Cal Overby

**Consulting Team**

Clark Henry

Clark Hipp

**Community Participants**

Judy Barkley

Gary Watson

William Hutson

Bill McBrayer

Ellie Bradshaw

Bill Young

Judy Young

Nancy Seagle

Ed Watson

Nora Watson

Norman Punch

Vernice Punch

Bill Burton

## Materials

### Handouts

- Agenda (Appendix A)
- Mixed Use design example sheet (Appendix B)
- Residential design example sheet (Appendix C)
- Commercial design example sheet (Appendix D)

### Boards and Working Materials

- 2 display boards of Southwest Hickory and 2 subject sites (Appendix E)
- 8x11 aerial images of former S&W Chemical and former Southern Desk sites
- 24x36 aerial images of former S&W Chemical and former Southern Desk sites

## Summary

The meeting was opened by Brian Frazier who provided background about the EPA Brownfield grant, the city's progress providing environmental assessments, and the role of Brownfield Area Wide Planning within that grant. This included describing the role of the Brownfield Advisory Group (BAG) and introducing members in attendance. Brian answered several questions related to the site conditions of several properties evaluated through the brownfield grant. He then introduced the consulting team (Clark Henry and Clark Hipp) who began presenting.

Clark Henry of CIII Associates (CIII) began by introducing the team's understanding of existing conditions in Southwest Hickory and outlining process that CIII and the City will use to create a redevelopment vision for the former Southern Desk and former S&W Chemical sites. The goal is for the redevelopment of these sites to reflect the history and identity of southwest Hickory while achieving the community's goals for the future. He briefly discussed the process the team and the city would use to develop the vision, evaluate its feasibility, and outline steps for its realization.

Clark then solicited feedback from the community participants about their identity, history, and aspirations for the future.

## Identity/History

Several participants were lifelong residents of southwest Hickory and recounted a neighborhood with pride in their neighborhood that showed through business activity, neighborly interactions, and available employment on the two subject properties. They recalled that Southwest Hickory was a place unto itself and had everything a family needed right there in the neighborhood. It was self-contained and complete.

Unfortunately participants also spoke of significant changes to the neighborhood over the past several decades. Specifically, participants cited high crime rates, significant degradation in housing quality, absentee landlords, drug dealing, and prostitution. There was some sentiment expressed that the community felt ignored by the city and

that code enforcement needs to be increased to ensure the conditions of single family homes, and residential trailers are up to code.

Further, participants noted that the loss of employment at the two subject sites is reflected in the loss of community amenities. The neighborhood used to benefit from an additional park space and swimming pool that have since been closed. While the Westmont Recreation Center has been a key community asset for a very long time, it is not of sufficient size to serve the community and maintenance has been neglected.

### **Aspiration and Vision**

In terms of change, participants voiced the need to address crime in the neighborhood as part of a larger revitalization strategy. Their concerns were that when issues such as crime are undeterred the neighborhood's revitalization would not take hold. Clark Henry emphasized that crime related issues are seldom solved by policing alone and that more active streetscapes and more "eyes on the street" have proven successful deterrents in communities around the country.

Participants agreed with the city and consulting team that revitalizing the former Southern Desk and former S&W Chemical sites is a key step to improving the neighborhood and surrounding community. Their hopes for southwest Hickory are that it reemerges as a self-contained and complete community where local residents feel pride in their neighborhood and were able to find goods and services they now have to travel elsewhere to obtain.

After the facilitated group discussion the group took a 10 minute break and reconvened at two breakout tables for a hands on exercise focused on the former Southern Desk and S&W Chemical sites.

Community members were quick to point out that the former S&W Chemical site had another use whose history is more directly relevant to the community. Known as the former Ivey Weaver Mill site, the Ivey Weaver Mill was a cotton weaving facility that the neighborhood grew up around. Because of this feedback this site will be referred to as the former Ivey Weaver Mills site for the duration of this project.

Other feedback includes the following.

- Concern also noted for the traffic impact of any new development. Residents noted the existing traffic was already bad and new development would certainly add to the problem
- Neighbors noted that area was transitioning culturally, and in many cases this was seen as a positive, especially when families moved in as they tended to take care of their neighborhood
- Loss of community pool has had a big impact on the youth. No much for youth to do in the community
- "Folks should not have to leave the community to get what they need"
- Consider more activity centers for the youth
- There is a concern for substandard housing
- Residents have a real pride in their community
- "We want to get back to where we were"

- Residents prefer private ownership, have concerns for absentee landlord
- Residents desire more green space in the neighborhood
- Really appreciate the mature trees and greenery in the neighborhood
- Residents appreciate the Senior Center (having a contra dance that evening)
- Residents desire to age in place
- Significant change will occur with the improvements to Hwy 321

### Hands on Exercise

Participants reconvened at one of two breakout tables where CIII team members facilitated a discussion focused on land use and design of the former Southern Desk and former S&W Chemical sites. Each table had a large 24x36 inch aerial image of each property used by the facilitators; 8.5x11 copies of these images for each participant; and three sets of three 11x17 printouts showing different architectural styles, for residential, commercial, and mixed use developments. For each site participants discussed the types of uses they wanted to see on the property. They continued to discuss site layout and design.

### Table 1

**Facilitator:** Clark Henry

#### Former Southern Desk Site

##### Land use

- Participants felt that more commercial space complements the existing commercial space across 1<sup>st</sup> Ave SW and creates a vital hub for the community.
- Specific uses included a grocery store, retail shops, restaurant, and drug store.
- Participants agreed that the site could accommodate mixed-use, with residential units above the commercial spaces.
- Some concern was voiced over housing being "low income" housing that would eventually fall into disrepair and further degrade the community.

##### Layout

- Participants preferred that structures along 1<sup>st</sup> Ave SW be oriented toward the street and parking placed in the rear to create a more accommodating environment for pedestrians.
- Participants also felt that while the structure should be oriented along the street, there should be enough setback to provide for courtyard space and a sidewalk.
- Behind the structure there is room to place an alley that would provide access for residents, customers, loading/unloading, and even private space for the residents.
- Take advantage of the size of the property and complement the mixed-use structure with open space, preferably on the east end of the structure and on the corner of 1<sup>st</sup> Ave SW and 17<sup>th</sup> St SW.
- Take advantage of opportunities for additional commercial or mixed-use structure on 17<sup>th</sup> St SW.
- There was some concern about traffic volume and speed down 17<sup>th</sup> St SW and 18<sup>th</sup> St SW. Designs should consider how to calm traffic and considers safety issues.

- Considerations should be given to the impact of several trains a day blowing whistles on the northern side of the property.

### Design

- In general, table 1 participants were pretty open in terms of design. Some key principles were thought to be important
  - Don't be homogenous. Development should look like a series of individual buildings, even if constructed together. This better reflects historic development patterns and styles.
  - Big windows
  - Patios
  - Plants
- In terms of massing, 2 -3 stories maximum. 2 is preferred.

### Former Ivey Weaver Mill Site

- Participants mentioned the importance of relating the reuse of the Ivey Weaver site to the upcoming changes to Highway 321. Changes to the highway can either help or hinder this property's revitalization, and that of the whole neighborhood.
- This site's proximity to Hwy 321 makes it attractive for a commercial (e.g. grocery store) to light industrial uses on the eastern end of the site. Proximity to 321 in addition to the railroad
- The site is also large enough to accommodate additional uses on its western end. Here, participants strongly preferred green space such as a park. This would replace lost park space and help transition the intersection of 1<sup>st</sup> Ave SW and 17<sup>th</sup> St SW from a vacant space to an asset that unifies the community and serves as an amenity and incentive for private development.
- More specifically, participants feel the community can use a swimming pool, passive green space with trees, paths, and facilities for children such as a splash pad.
- Whatever the greenspace would be it needs to provide a place for the community's youth and older citizens to share together.
- Consideration must be given to how to make park space and light industrial space compatible should they both be accommodated on this site.

For both sites, participants felt strongly about the need for improved infrastructure and streetscaping. Specifically, they called for sidewalks, street trees and overall beautification and bike and pedestrian improvements.

**Table 2****Facilitator:** Clark Hipp

Discussion focused on principles that relate to both sites.

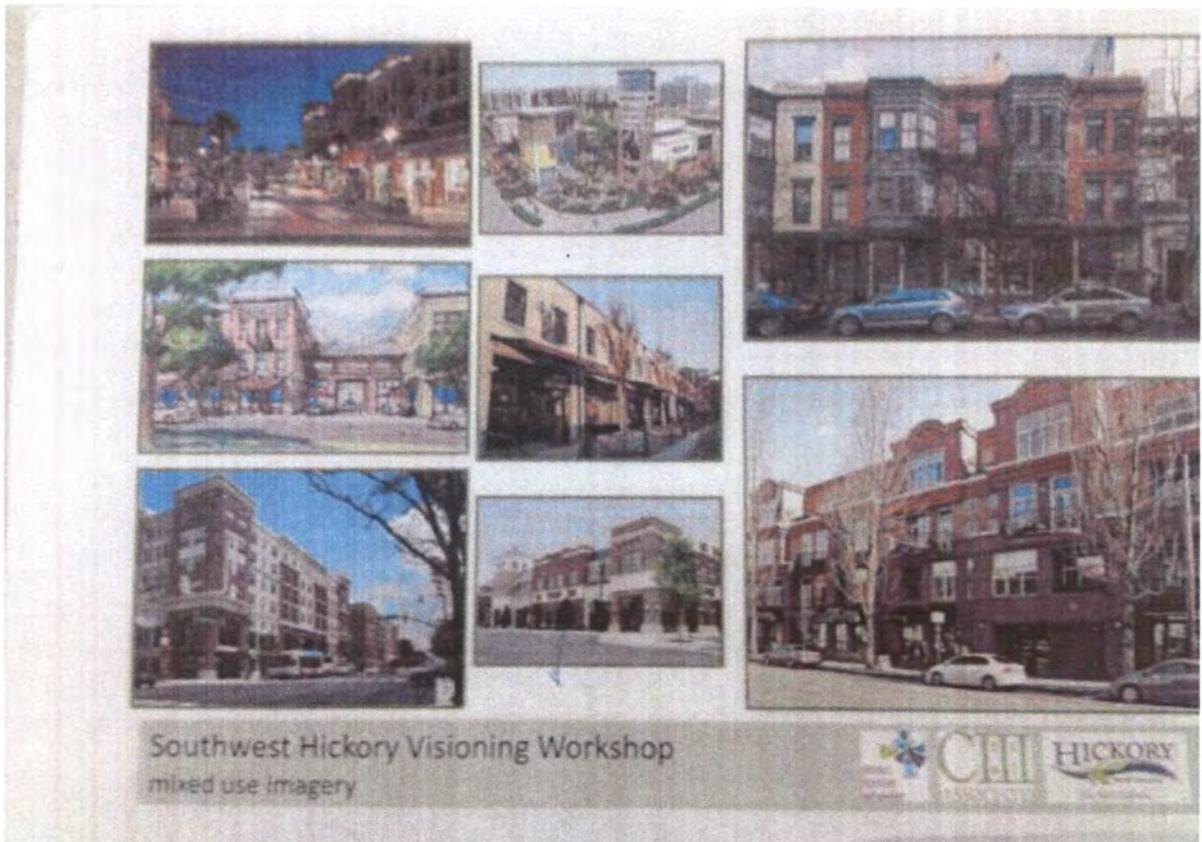
**Former Ivey Weaver Mill Site and Southern Desk Site**

- Former SD site should be called the Ivey Weaver Cotton Mill Site, or Ivey Weaver Site
- Residents mentioned that at one time a Rest Home was considered for this site
- Original building on the SW Desk site was a potential redevelopment project but it was allowed to deteriorate
- Residents expressed a concern for a large, monolithic development. Preferred a development scaled to match existing building forms
- While residential was concerned a good thing, there was concern for low income development, or development that would result in transient residential. Concern expressed for residents who had little invested in the community
- Residents were very interested in keeping the corner as a park, with special attention paid to the large, existing trees. The park will demonstrate a pridefulness in the community. Residents noted that if on the corner, as opposed to interior of the site, it would be available to all the community
- Residents did note a concern for existing rail crossings
- Residents liked idea of grocery store but expressed concern for traffic impact. Noted that traffic study should be done no matter what development occurs
- Drug store was mentioned but residents noted that a CVS was within 2 miles of the site (HWY 321 has a significant amount of commercial development)

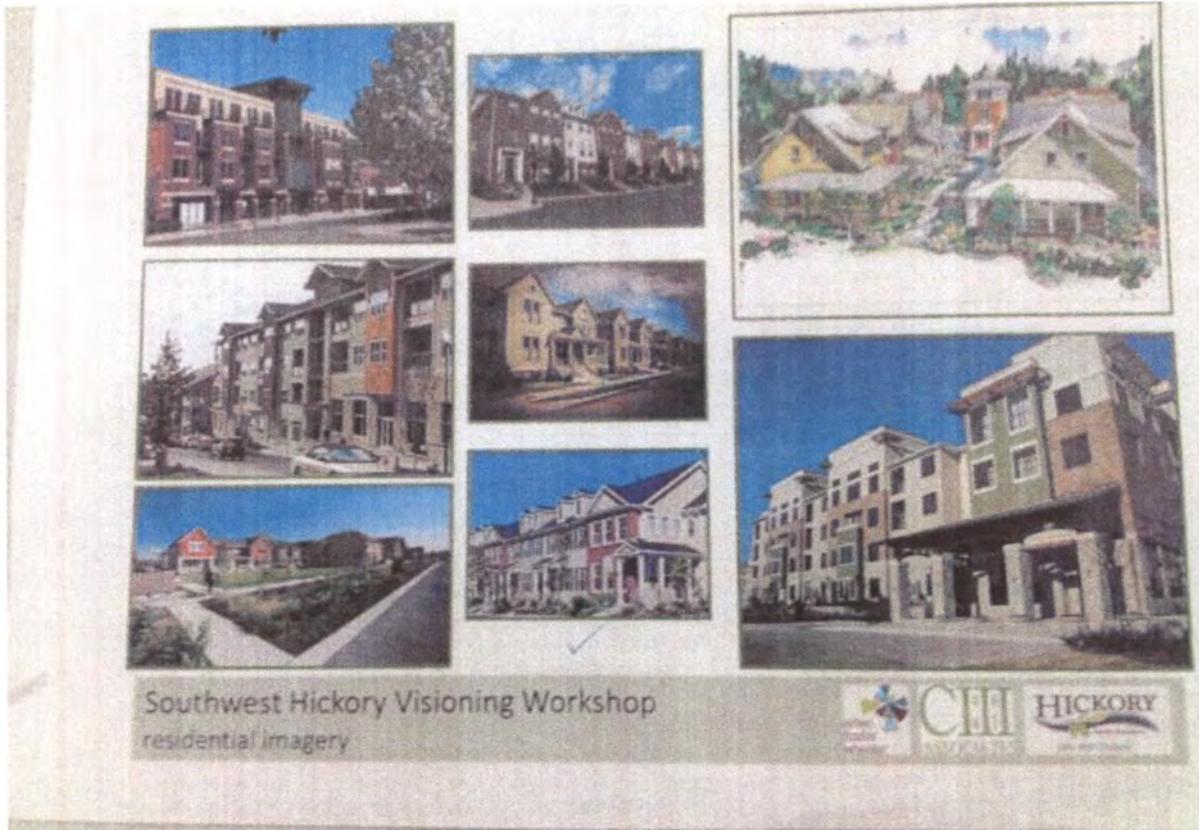
## Appendix A: Hickory Workshop Agenda

| Time<br>(approximate) | Agenda Item  |
|-----------------------|--|
| 6:00<br>(:05)         | 1. Introductions   |
| 6:05<br>(:15)         | 2. Why you here and what are we doing?   |
| 6:20<br>(:15)         | 3. Existing conditions and consulting team understanding   |
| 6:35<br>(:10)         | 4. Identity –Tell us who Hickory is. What is unique about Southwest Hickory? What are your assets and strengths?                               |
| 6:45<br>(10)          | 5. What are your priorities for West Hickory and the two sites?  |
| 6:55<br>(:10)         | 6. <b>10 minute break and reconvene at breakout tables (2).</b>  |
| 7:05<br>(:10)         | 7. Site Planning (Site 1) <ul style="list-style-type: none"> <li>• Uses</li> <li>• Density</li> <li>• Connections</li> <li>• Etc...</li> </ul> |
| 7:15<br>(:10)         | 8. Site Planning (Site 2) <ul style="list-style-type: none"> <li>• Uses</li> <li>• Density</li> <li>• Connections</li> <li>• Etc...</li> </ul> |
| 7:25<br>(:10)         | 9. Design (Site 1) <ul style="list-style-type: none"> <li>• Design and performance</li> </ul>  |
| 7:35<br>(:10)         | 10. Design (Site 2) <ul style="list-style-type: none"> <li>• Design and performance</li> </ul>   |
| 7:45<br>(:10)         | 12. Summarize table discussions  |
| 7:55<br>(:05)         | 13. Next Steps and Schedule  |
| 8:00                  | 14. Adjourn  |

Appendix B: Mixed Use design example sheet



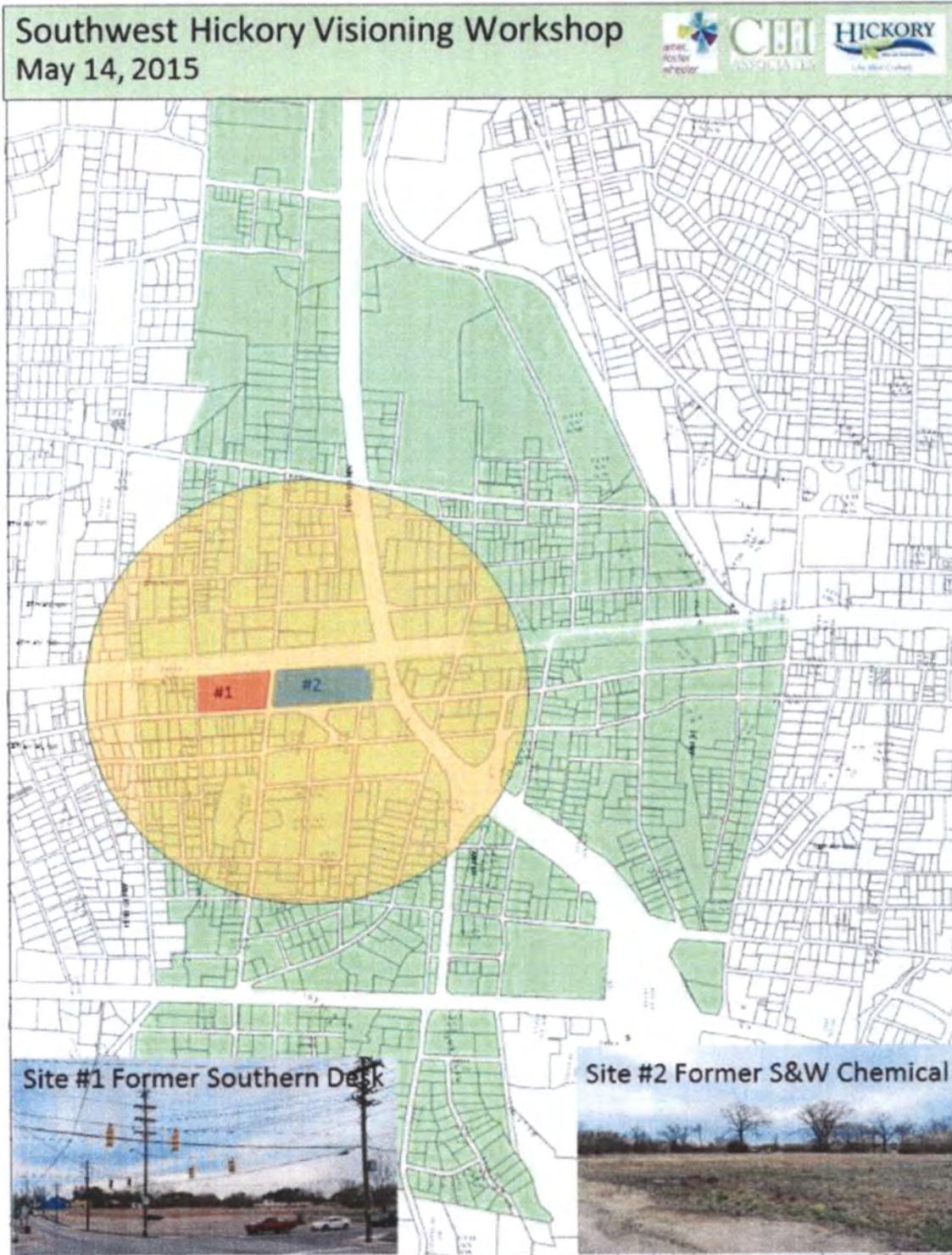
Appendix C: Residential design example sheet



Appendix D: Commercial design example sheet



Appendix E: Display Board



Appendix B: 2010 Census Profile 1 mile radius from subject sites



2010 Census Profile

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.70950  
 Longitude: -81.35799

|               | 2000  | 2010  | 2000-2010 Annual Rate |
|---------------|-------|-------|-----------------------|
| Population    | 5,348 | 5,066 | -0.51%                |
| Households    | 2,289 | 2,179 | -0.49%                |
| Housing Units | 2,480 | 2,521 | 0.16%                 |

| Population by Race                     | Number       | Percent       |
|--|--------------|---------------|
| <b>Total</b>                           | <b>5,066</b> | <b>100.0%</b> |
| Population Reporting One Race          | 4,900        | 96.7%         |
| White                                  | 3,307        | 65.2%         |
| Black                                  | 852          | 16.8%         |
| American Indian                        | 20           | 0.4%          |
| Asian                                  | 244          | 4.8%          |
| Pacific Islander                       | 0            | 0.0%          |
| Some Other Race                        | 480          | 9.5%          |
| Population Reporting Two or More Races | 166          | 3.3%          |
| Total Hispanic Population              | 799          | 15.8%         |

| Population by Sex | Number | Percent |
|-------------------|--------|---------|
| Male              | 2,473  | 48.8%   |
| Female            | 2,593  | 51.2%   |

| Population by Age | Number       | Percent       |
|-------------------|--------------|---------------|
| <b>Total</b>      | <b>5,064</b> | <b>100.0%</b> |
| Age 0 - 4         | 401          | 7.9%          |
| Age 5 - 9         | 366          | 7.2%          |
| Age 10 - 14       | 303          | 6.0%          |
| Age 15 - 19       | 312          | 6.2%          |
| Age 20 - 24       | 371          | 7.3%          |
| Age 25 - 29       | 371          | 7.3%          |
| Age 30 - 34       | 346          | 6.8%          |
| Age 35 - 39       | 370          | 7.3%          |
| Age 40 - 44       | 329          | 6.5%          |
| Age 45 - 49       | 304          | 6.0%          |
| Age 50 - 54       | 306          | 6.0%          |
| Age 55 - 59       | 204          | 4.0%          |
| Age 60 - 64       | 279          | 5.5%          |
| Age 65 - 69       | 194          | 3.8%          |
| Age 70 - 74       | 165          | 3.3%          |
| Age 75 - 79       | 147          | 2.9%          |
| Age 80 - 84       | 87           | 1.7%          |
| Age 85+           | 81           | 1.6%          |
| Age 18+           | 3,807        | 75.1%         |
| Age 65+           | 674          | 13.3%         |

| Median Age by Sex and Race/Hispanic Origin | Median Age |
|--|------------|
| Total Population                           | 35.9       |
| Male                                       | 34.2       |
| Female                                     | 37.4       |
| White Alone                                | 41.5       |
| Black Alone                                | 33.6       |
| American Indian Alone                      | 28.8       |
| Asian Alone                                | 24.4       |
| Pacific Islander Alone                     | 0.0        |
| Some Other Race Alone                      | 23.7       |
| Two or More Races                          | 9.9        |
| Hispanic Population                        | 23.0       |

**Data Note:** Hispanic population (unless otherwise noted). Census 2010 tracts are compared from reported data distributions.  
**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri converted Census 2010 data into 2010 geography.



## 2010 Census Profile

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.72450  
 Longitude: -81.18799

### Households by Type

|  |              |               |
|--|--------------|---------------|
| <b>Total</b>                                       | <b>2,180</b> | <b>100.0%</b> |
| Households with 1 Person                           | 811          | 37.2%         |
| Households with 2+ People                          | 1,369        | 62.8%         |
| Family Households                                  | 1,215        | 55.7%         |
| Husband-wife Families                              | 701          | 32.2%         |
| With Own Children                                  | 289          | 13.3%         |
| Other Family (No Spouse Present) With Own Children | 514          | 23.6%         |
| With Own Children                                  | 284          | 13.0%         |
| Nonfamily Households                               | 154          | 7.1%          |
| All Households with Children                       | 648          | 29.7%         |
| Multigenerational Households                       | 73           | 3.4%          |
| Unmarried Partner Households                       | 207          | 9.5%          |
| Male-female  | 177          | 8.1%          |
| Same-sex   | 26           | 1.1%          |
| Average Household Size                             | 2.32         |               |

### Family Households by Size

|                     |              |               |
|---------------------|--------------|---------------|
| <b>Total</b>        | <b>1,215</b> | <b>100.0%</b> |
| 2 People            | 515          | 42.4%         |
| 3 People            | 279          | 23.0%         |
| 4 People            | 214          | 17.6%         |
| 5 People            | 118          | 9.5%          |
| 6 People            | 51           | 4.2%          |
| 7+ People           | 40           | 3.3%          |
| Average Family Size | 3.05         |               |

### Nonfamily Households by Size

|                        |            |               |
|------------------------|------------|---------------|
| <b>Total</b>           | <b>954</b> | <b>100.0%</b> |
| 1 Person               | 811        | 84.1%         |
| 2 People               | 125        | 13.0%         |
| 3 People               | 20         | 2.1%          |
| 4 People               | 5          | 0.5%          |
| 5 People               | 3          | 0.3%          |
| 6 People               | 0          | 0.0%          |
| 7+ People              | 0          | 0.0%          |
| Average Nonfamily Size | 1.20       |               |

### Population by Relationship and Household Type

|                                  |              |               |
|----------------------------------|--------------|---------------|
| <b>Total</b>                     | <b>8,058</b> | <b>100.0%</b> |
| In Households                    | 8,045        | 99.7%         |
| In Family Households             | 3,836        | 76.9%         |
| Householder                      | 1,207        | 23.8%         |
| Spouse                           | 606          | 13.7%         |
| Child                            | 1,529        | 30.2%         |
| Other relative                   | 278          | 5.5%          |
| Nonrelative                      | 184          | 3.6%          |
| In Nonfamily Households          | 1,154        | 22.8%         |
| In Group Quarters                | 17           | 0.3%          |
| Institutionalized Population     | 0            | 0.0%          |
| Non-institutionalized Population | 17           | 0.3%          |

**Data Notes:** Households with children include any households with people under age 18, unless noted. **Multigenerational households** are families with 3 or more parent-child relationships. **Unmarried partner households** are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Use estimated block group data, which is used to estimate polygons of non-standard geographies. **Average family size** excludes nonrelatives.  
**Source:** U.S. Census Bureau, Census 2010 Summary File 1.



2010 Census Profile

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.79460  
 Longitude: -81.35793

**Family Households by Age of Householder**

|                         |       |        |
|-------------------------|-------|--------|
| Total                   | 1,215 | 100.0% |
| Householder Age 15 - 44 | 633   | 52.1%  |
| Householder Age 45 - 54 | 202   | 16.6%  |
| Householder Age 55 - 64 | 176   | 14.5%  |
| Householder Age 65 - 74 | 115   | 9.5%   |
| Householder Age 75+     | 89    | 7.3%   |

**Nonfamily Households by Age of Householder**

|                         |     |        |
|-------------------------|-----|--------|
| Total                   | 954 | 100.0% |
| Householder Age 15 - 44 | 279 | 28.6%  |
| Householder Age 45 - 54 | 200 | 20.7%  |
| Householder Age 55 - 64 | 185 | 19.2%  |
| Householder Age 65 - 74 | 145 | 15.0%  |
| Householder Age 75+     | 155 | 16.2%  |

**Households by Race of Householder**

|                                       |       |        |
|---------------------------------------|-------|--------|
| Total                                 | 2,178 | 100.0% |
| Householder is White Alone            | 1,596 | 73.3%  |
| Householder is Black Alone            | 361   | 16.6%  |
| Householder is American Indian Alone  | 5     | 0.2%   |
| Householder is Asian Alone            | 68    | 3.1%   |
| Householder is Pacific Islander Alone | 0     | 0.0%   |
| Householder is Some Other Race Alone  | 122   | 5.6%   |
| Householder is Two or More Races      | 26    | 1.2%   |
| Households with Hispanic Householder  | 208   | 9.5%   |

**Husband-wife Families by Race of Householder**

|   |     |        |
|---|-----|--------|
| Total   | 701 | 100.0% |
| Householder is White Alone                      | 531 | 75.7%  |
| Householder is Black Alone                      | 56  | 9.4%   |
| Householder is American Indian Alone            | 2   | 0.3%   |
| Householder is Asian Alone                      | 25  | 3.6%   |
| Householder is Pacific Islander Alone           | 0   | 0.0%   |
| Householder is Some Other Race Alone            | 56  | 9.4%   |
| Householder is Two or More Races                | 11  | 1.6%   |
| Husband-wife Families with Hispanic Householder | 105 | 15.0%  |

**Other Families (No Spouse) by Race of Householder**

|  |     |        |
|--|-----|--------|
| Total                                    | 514 | 100.0% |
| Householder is White Alone               | 305 | 59.3%  |
| Householder is Black Alone               | 143 | 27.8%  |
| Householder is American Indian Alone     | 0   | 0.0%   |
| Householder is Asian Alone               | 24  | 4.7%   |
| Householder is Pacific Islander Alone    | 0   | 0.0%   |
| Householder is Some Other Race Alone     | 35  | 6.8%   |
| Householder is Two or More Races         | 7   | 1.4%   |
| Other Families with Hispanic Householder | 61  | 11.9%  |

**Nonfamily Households by Race of Householder**

|  |     |        |
|--|-----|--------|
| Total  | 954 | 100.0% |
| Householder is White Alone                     | 760 | 78.8%  |
| Householder is Black Alone                     | 157 | 16.5%  |
| Householder is American Indian Alone           | 3   | 0.3%   |
| Householder is Asian Alone                     | 20  | 2.1%   |
| Householder is Pacific Islander Alone          | 0   | 0.0%   |
| Householder is Some Other Race Alone           | 77  | 7.3%   |
| Householder is Two or More Races               | 7   | 0.7%   |
| Nonfamily Households with Hispanic Householder | 47  | 4.4%   |

Source: U.S. Census Bureau, Census 2010 Summary File 1.

July 07, 2015



**2010 Census Profile**

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.72950  
 Longitude: -81.36799

| <b>Total Housing Units by Occupancy</b>                              |       |        |
|--|-------|--------|
| Total  | 2,513 | 100.0% |
| Occupied Housing Units   | 2,179 | 86.7%  |
| Vacant Housing Units   |       |        |
| For Rent   | 188   | 7.5%   |
| Rented, not Occupied   | 2     | 0.1%   |
| For Sale Only  | 37    | 1.5%   |
| Sold, not Occupied   | 12    | 0.5%   |
| For Seasonal/Recreational/Occasional Use                             | 9     | 0.4%   |
| For Migrant Workers  | 0     | 0.0%   |
| Other Vacant   | 86    | 3.4%   |
| Total Vacancy Rate   | 13.6% |        |
| <b>Households by Tenure and Mortgage Status</b>                      |       |        |
| Total  | 2,179 | 100.0% |
| Owner Occupied   | 966   | 44.3%  |
| Owned with a Mortgage/Loan   | 804   | 27.7%  |
| Owned Free and Clear   | 361   | 16.6%  |
| Average Household Size   | 2.30  |        |
| Renter Occupied  | 1,213 | 55.7%  |
| Average Household Size   | 2.33  |        |
| <b>Owner-occupied Housing Units by Race of Householder</b>           |       |        |
| Total  | 966   | 100.0% |
| Householder is White Alone   | 819   | 84.6%  |
| Householder is Black Alone   | 85    | 8.8%   |
| Householder is American Indian Alone                                 | 1     | 0.1%   |
| Householder is Asian Alone   | 24    | 2.5%   |
| Householder is Pacific Islander Alone                                | 0     | 0.0%   |
| Householder is Some Other Race Alone                                 | 25    | 2.6%   |
| Householder is Two or More Races                                     | 12    | 1.2%   |
| Owner-occupied Housing Units with Hispanic Householder               | 47    | 4.9%   |
| <b>Renter-occupied Housing Units by Race of Householder</b>          |       |        |
| Total  | 1,214 | 100.0% |
| Householder is White Alone   | 778   | 64.1%  |
| Householder is Black Alone   | 276   | 22.7%  |
| Householder is American Indian Alone                                 | 4     | 0.3%   |
| Householder is Asian Alone   | 44    | 3.6%   |
| Householder is Pacific Islander Alone                                | 0     | 0.0%   |
| Householder is Some Other Race Alone                                 | 98    | 8.1%   |
| Householder is Two or More Races                                     | 14    | 1.2%   |
| Renter-occupied Housing Units with Hispanic Householder              | 161   | 13.3%  |
| <b>Average Household Size by Race/Hispanic Origin of Householder</b> |       |        |
| Householder is White Alone   | 2.12  |        |
| Householder is Black Alone   | 2.37  |        |
| Householder is American Indian Alone                                 | 2.40  |        |
| Householder is Asian Alone   | 3.41  |        |
| Householder is Pacific Islander Alone                                | 0.00  |        |
| Householder is Some Other Race Alone                                 | 3.98  |        |
| Householder is Two or More Races                                     | 3.17  |        |
| Householder is Hispanic  | 3.53  |        |

Source: U.S. Census Bureau, Census 2010 Summary File 1.

July 07, 2015

00100001

Page 4 of 4

## Appendix C: US Census Quickfacts

| People QuickFacts   | Hickory   | North Carolina |      |
|---|-----------|----------------|------|
| Population, 2013 estimate   | 40,361    | 9,848,917      |      |
| Population, 2010 (April 1) estimates base                             | 40,065    | 9,535,691      |      |
| Population, percent change - April 1, 2010 to July 1, 2013            | 0.7%      | 3.3%           |      |
| Population, 2010  | 40,010    | 9,535,483      |      |
| Persons under 5 years, percent, 2010                                  | 6.8%      | 6.6%           |      |
| Persons under 18 years, percent, 2010                                 | 23.6%     | 23.9%          |      |
| Persons 65 years and over, percent, 2010                              | 14.3%     | 12.9%          |      |
| Female persons, percent, 2010   | 52.3%     | 51.3%          |      |
| White alone, percent, 2010 (a)  | 74.9%     | 68.5%          |      |
| Black or African American alone, percent, 2010 (a)                    | 14.3%     | 21.5%          |      |
| American Indian and Alaska Native alone, percent, 2010 (a)            | 0.3%      | 1.3%           |      |
| Asian alone, percent, 2010 (a)  | 3.2%      | 2.2%           |      |
| Native Hawaiian and Other Pacific Islander alone, percent, 2010 (a)   | Z         | 0.1%           |      |
| Two or More Races, percent, 2010                                      | 2.2%      | 2.2%           |      |
| Hispanic or Latino, percent, 2010 (b)                                 | 11.4%     | 8.4%           |      |
| White alone, not Hispanic or Latino, percent, 2010                    | 69.4%     | 65.3%          |      |
| Living in same house 1 year & over, percent, 2009-2013                | 83.7%     | 84.7%          |      |
| Foreign born persons, percent, 2009-2013                              | 9.7%      | 7.6%           |      |
| Language other than English spoken at home, pct age 5+, 2009-2013     | 13.3%     | 10.9%          |      |
| High school graduate or higher, percent of persons age 25+, 2009-2013 | 84.1%     | 84.9%          |      |
| Bachelor's degree or higher, percent of persons age 25+, 2009-2013    | 31.0%     | 27.3%          |      |
| Veterans, 2009-2013   | 2,332     | 724,295        |      |
| Mean travel time to work (minutes), workers age 16+, 2009-2013        |           | 18.3           | 23.6 |
| Housing units, 2010   | 18,719    | 4,327,528      |      |
| Homeownership rate, 2009-2013   | 54.0%     | 66.4%          |      |
| Housing units in multi-unit structures, percent, 2009-2013            | 37.0%     | 17.2%          |      |
| Median value of owner-occupied housing units, 2009-2013               | \$158,100 | \$153,600      |      |
| Households, 2009-2013   | 15,980    | 3,715,565      |      |
| Persons per household, 2009-2013                                      |           | 2.43           | 2.53 |
| Per capita money income in past 12 months (2013 dollars), 2009-2013   | \$25,310  | \$25,284       |      |
| Median household income, 2009-2013                                    | \$39,176  | \$46,334       |      |
| Persons below poverty level, percent, 2009-2013                       | 19.3%     | 17.5%          |      |
| Business QuickFacts   | Hickory   | North Carolina |      |
| Total number of firms, 2007   | 5,422     | 798,791        |      |

|   |                 |             |                |
|---|-----------------|-------------|----------------|
| Black-owned firms, percent, 2007                                      | S               | 10.5%       |                |
| American Indian- and Alaska Native-owned firms, percent, 2007         | F               | 1.0%        |                |
| Asian-owned firms, percent, 2007                                      | 3.3%            | 2.5%        |                |
| Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007 | F               | 0.1%        |                |
| Hispanic-owned firms, percent, 2007                                   | S               | 2.7%        |                |
| Women-owned firms, percent, 2007                                      | 27.1%           | 28.2%       |                |
|   |                 |             |                |
| Manufacturers shipments, 2007 (\$1000)                                | 1,770,436       | 205,867,299 |                |
| Merchant wholesaler sales, 2007 (\$1000)                              | 2,975,048       | 88,795,885  |                |
| Retail sales, 2007 (\$1000)   | 1,807,227       | 114,578,173 |                |
| Retail sales per capita, 2007   | \$44,327        | \$12,641    |                |
| Accommodation and food services sales, 2007 (\$1000)                  | 196,579         | 16,126,939  |                |
|   |                 |             |                |
| Geography QuickFacts  | Hickory         |             | North Carolina |
| Land area in square miles, 2010                                       |                 | 29.71       | 48,617.91      |
| Persons per square mile, 2010   | 1,346.8         |             | 196.1          |
| FIPS Code   |                 | 31060       | 37             |
|   |                 |             |                |
|   | Burke County    |             |                |
|   | Caldwell County |             |                |
|   | Catawba County  |             |                |

Counties

(a) Includes persons reporting only one race.

(b) Hispanics may be of any race, so also are included in applicable race categories.

FN: Footnote on this item for this area in place of data

NA: Not available

D: Suppressed to avoid disclosure of confidential information

X: Not applicable

S: Suppressed; does not meet publication standards

Z: Value greater than zero but less than half unit of measure shown

F: Fewer than 100 firms

Source: US Census Bureau State & County QuickFacts

Appendix D: Census 2010 Census Profile Catawba County



2010 Census Profile

Catawba County, NC  
 Catawba County, NC (37035)  
 Geography: County

|               | 2000    | 2010    | 2000-2010 Annual Rate |
|---------------|---------|---------|-----------------------|
| Population    | 141,633 | 154,358 | 0.93%                 |
| Households    | 55,533  | 56,887  | 0.93%                 |
| Housing Units | 39,919  | 37,990  | 1.25%                 |

|   | Number  | Percent |
|---|---------|---------|
| <b>Population by Race</b>                         |         |         |
| Total   | 154,358 | 100.0%  |
| Population Reporting One Race                     | 151,481 | 98.1%   |
| White   | 126,151 | 81.7%   |
| Black   | 15,347  | 9.9%    |
| American Indian                                   | 789     | 0.5%    |
| Asian   | 3,352   | 2.2%    |
| Pacific Islander                                  | 53      | 0.0%    |
| Some Other Race                                   | 6,399   | 4.2%    |
| Population Reporting Two or More Races            | 2,877   | 1.9%    |
| Total Hispanic Population                         | 15,332  | 9.9%    |
| <b>Population by Sex</b>                          |         |         |
| Male  | 75,563  | 49.0%   |
| Female  | 78,795  | 51.0%   |
| <b>Population by Age</b>                          |         |         |
| Total   | 154,358 | 100.0%  |
| Age 0 - 4   | 9,576   | 6.2%    |
| Age 5 - 9   | 10,310  | 6.7%    |
| Age 10 - 14                                       | 10,428  | 6.8%    |
| Age 15 - 19                                       | 10,322  | 6.7%    |
| Age 20 - 24                                       | 8,574   | 5.6%    |
| Age 25 - 29                                       | 8,573   | 5.6%    |
| Age 30 - 34                                       | 8,350   | 5.4%    |
| Age 35 - 39                                       | 10,366  | 6.7%    |
| Age 40 - 44                                       | 11,220  | 7.3%    |
| Age 45 - 49                                       | 11,929  | 7.7%    |
| Age 50 - 54                                       | 11,420  | 7.4%    |
| Age 55 - 59                                       | 10,145  | 6.6%    |
| Age 60 - 64                                       | 9,571   | 6.2%    |
| Age 65 - 69                                       | 7,171   | 4.6%    |
| Age 70 - 74                                       | 5,178   | 3.4%    |
| Age 75 - 79                                       | 3,880   | 2.5%    |
| Age 80 - 84                                       | 2,862   | 1.9%    |
| Age 85+   | 2,574   | 1.7%    |
| Age 18+   | 117,563 | 76.2%   |
| Age 65+   | 21,772  | 14.1%   |
| <b>Median Age by Sex and Race/Hispanic Origin</b> |         |         |
| Total Population                                  | 39.5    |         |
| Male  | 38.4    |         |
| Female  | 40.5    |         |
| White Alone                                       | 42.2    |         |
| Black Alone                                       | 35.5    |         |
| American Indian Alone                             | 33.5    |         |
| Asian Alone                                       | 24.3    |         |
| Pacific Islander Alone                            | 40.4    |         |
| Some Other Race Alone                             | 24.5    |         |
| Two or More Races                                 | 14.3    |         |
| Hispanic Population                               | 24.5    |         |

Data Note: Hispanic population is by primary race. Census 2010 includes no information from population distribution.  
 Source: U.S. Census Bureau, Census 2010 Summary File 1. Data derived from Census 2010 and 2000 Census 2010.



## 2010 Census Profile

Catawba County, NC  
 Catawba County, NC (37035)  
 Geography: County

| Households by Type                            |         |        |
|---|---------|--------|
| Total   | 60,887  | 100.0% |
| Households with 1 Person                      | 15,964  | 26.2%  |
| Households with 2+ People                     | 44,923  | 73.8%  |
| Family Households                             | 41,813  | 68.7%  |
| Husband-wife Families                         | 31,082  | 51.0%  |
| With Own Children                             | 11,985  | 19.7%  |
| Other Family (No Spouse Present)              | 10,736  | 17.6%  |
| With Own Children                             | 5,787   | 9.5%   |
| Nonfamily Households                          | 3,105   | 5.1%   |
| All Households with Children                  | 20,117  | 33.0%  |
| Multigenerational Households                  | 2,392   | 3.9%   |
| Unmarried Partner Households                  | 3,907   | 6.4%   |
| Male-female                                   | 3,498   | 5.7%   |
| Same-sex                                      | 409     | 0.7%   |
| Average Household Size                        | 2.50    |        |
| Family Households by Size                     |         |        |
| Total   | 41,813  | 100.0% |
| 2 People                                      | 18,691  | 44.7%  |
| 3 People                                      | 9,841   | 23.5%  |
| 4 People                                      | 7,648   | 18.0%  |
| 5 People                                      | 3,411   | 8.2%   |
| 6 People                                      | 1,224   | 2.9%   |
| 7+ People                                     | 603     | 1.4%   |
| Average Family Size                           | 3.00    |        |
| Nonfamily Households by Size                  |         |        |
| Total   | 19,059  | 100.0% |
| 1 Person                                      | 15,964  | 83.7%  |
| 2 People                                      | 2,616   | 13.7%  |
| 3 People                                      | 310     | 1.6%   |
| 4 People                                      | 112     | 0.6%   |
| 5 People                                      | 45      | 0.2%   |
| 6 People                                      | 16      | 0.1%   |
| 7+ People                                     | 6       | 0.0%   |
| Average Nonfamily Size                        | 1.20    |        |
| Population by Relationship and Household Type |         |        |
| Total   | 154,358 | 100.0% |
| In Households                                 | 131,950 | 98.4%  |
| In Family Households                          | 129,009 | 83.6%  |
| Householder                                   | 41,818  | 27.1%  |
| Spouse  | 31,082  | 20.1%  |
| Child   | 46,999  | 30.4%  |
| Other relative                                | 5,528   | 3.6%   |
| Nonrelative                                   | 3,582   | 2.3%   |
| In Nonfamily Households                       | 22,941  | 14.9%  |
| In Group Quarters                             | 2,408   | 1.6%   |
| Institutionalized Population                  | 1,208   | 0.8%   |
| Non-institutionalized Population              | 1,199   | 0.8%   |

**Data Note:** Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Use estimated block group data, which is used to estimate polygons or non-standard geographies. Average family size excludes nonrelatives.  
 Source: U.S. Census Bureau, Census 2010 Summary File 1.



2010 Census Profile

Carawba County, NC  
 Carawba County, NC (37035)  
 Geography: County

| Family Households by Age of Householder           |        |        |
|---|--------|--------|
| Total   | 41,818 | 100.0% |
| Householder Age 15 - 44                           | 16,483 | 39.4%  |
| Householder Age 45 - 54                           | 9,454  | 22.6%  |
| Householder Age 55 - 64                           | 7,873  | 18.8%  |
| Householder Age 65 - 74                           | 5,108  | 12.2%  |
| Householder Age 75+                               | 2,890  | 6.9%   |
| Nonfamily Households by Age of Householder        |        |        |
| Total   | 19,059 | 100.0% |
| Householder Age 15 - 44                           | 5,350  | 28.1%  |
| Householder Age 45 - 54                           | 3,653  | 19.2%  |
| Householder Age 55 - 64                           | 3,640  | 19.1%  |
| Householder Age 65 - 74                           | 2,604  | 14.7%  |
| Householder Age 75+                               | 3,602  | 18.9%  |
| Households by Race of Householder                 |        |        |
| Total   | 60,887 | 100.0% |
| Householder is White Alone                        | 52,334 | 86.0%  |
| Householder is Black Alone                        | 5,077  | 8.2%   |
| Householder is American Indian Alone              | 174    | 0.3%   |
| Householder is Asian Alone                        | 1,205  | 2.0%   |
| Householder is Pacific Islander Alone             | 20     | 0.0%   |
| Householder is Some Other Race Alone              | 1,536  | 2.6%   |
| Householder is Two or More Races                  | 551    | 0.9%   |
| Households with Hispanic Householder              | 3,327  | 5.5%   |
| Husband-wife Families by Race of Householder      |        |        |
| Total   | 31,082 | 100.0% |
| Householder is White Alone                        | 27,750 | 89.3%  |
| Householder is Black Alone                        | 1,390  | 4.4%   |
| Householder is American Indian Alone              | 79     | 0.3%   |
| Householder is Asian Alone                        | 752    | 2.5%   |
| Householder is Pacific Islander Alone             | 8      | 0.0%   |
| Householder is Some Other Race Alone              | 695    | 2.9%   |
| Householder is Two or More Races                  | 207    | 0.7%   |
| Husband-wife Families with Hispanic Householder   | 1,794  | 5.8%   |
| Other Families (No Spouse) by Race of Householder |        |        |
| Total   | 10,736 | 100.0% |
| Householder is White Alone                        | 7,889  | 73.5%  |
| Householder is Black Alone                        | 1,830  | 17.6%  |
| Householder is American Indian Alone              | 33     | 0.3%   |
| Householder is Asian Alone                        | 293    | 2.7%   |
| Householder is Pacific Islander Alone             | 5      | 0.0%   |
| Householder is Some Other Race Alone              | 452    | 4.3%   |
| Householder is Two or More Races                  | 164    | 1.5%   |
| Other Families with Hispanic Householder          | 953    | 9.0%   |
| Nonfamily Households by Race of Householder       |        |        |
| Total   | 19,059 | 100.0% |
| Householder is White Alone                        | 16,695 | 87.6%  |
| Householder is Black Alone                        | 1,737  | 9.1%   |
| Householder is American Indian Alone              | 57     | 0.3%   |
| Householder is Asian Alone                        | 150    | 0.8%   |
| Householder is Pacific Islander Alone             | 7      | 0.0%   |
| Householder is Some Other Race Alone              | 238    | 1.2%   |
| Householder is Two or More Races                  | 180    | 0.9%   |
| Nonfamily Households with Hispanic Householder    | 570    | 3.0%   |

Source: U.S. Census Bureau, Census 2010 Summary File 1.



2010 Census Profile

Catawba County, NC  
 Catawba County, NC (37035)  
 Geography: County

| <b>Total Housing Units by Occupancy</b>                              |        |        |
|--|--------|--------|
| Total  | 67,886 | 100.0% |
| Occupied Housing Units   | 60,887 | 89.7%  |
| Vacant Housing Units   |        |        |
| For Rent   | 2,254  | 3.4%   |
| Rented, not Occupied   | 81     | 0.1%   |
| For Sale Only  | 1,138  | 1.7%   |
| Sold, not Occupied   | 267    | 0.4%   |
| For Seasonal/Recreational/Occasional Use                             | 1,309  | 1.9%   |
| For Migrant Workers  | 3      | 0.0%   |
| Other Vacant   | 1,907  | 2.8%   |
| Total Vacancy Rate   | 10.3%  |        |
| <b>Households by Tenure and Mortgage Status</b>                      |        |        |
| Total  | 60,887 | 100.0% |
| Owner-Occupied   | 42,857 | 70.4%  |
| Owned with a Mortgage/Loan   | 29,180 | 47.9%  |
| Owned Free and Clear   | 13,677 | 22.5%  |
| Average Household Size   | 2.53   |        |
| Renter-Occupied  | 18,030 | 29.6%  |
| Average Household Size   | 2.40   |        |
| <b>Owner-occupied Housing Units by Race of Householder</b>           |        |        |
| Total  | 42,857 | 100.0% |
| Householder is White Alone   | 38,794 | 90.5%  |
| Householder is Black Alone   | 2,230  | 5.2%   |
| Householder is American Indian Alone                                 | 91     | 0.2%   |
| Householder is Asian Alone   | 815    | 1.9%   |
| Householder is Pacific Islander Alone                                | 9      | 0.0%   |
| Householder is Some Other Race Alone                                 | 657    | 1.5%   |
| Householder is Two or More Races                                     | 251    | 0.6%   |
| Owner-occupied Housing Units with Hispanic Householder               | 1,378  | 3.2%   |
| <b>Renter-occupied Housing Units by Race of Householder</b>          |        |        |
| Total  | 18,030 | 100.0% |
| Householder is White Alone   | 13,540 | 75.1%  |
| Householder is Black Alone   | 7,777  | 43.4%  |
| Householder is American Indian Alone                                 | 83     | 0.5%   |
| Householder is Asian Alone   | 390    | 2.2%   |
| Householder is Pacific Islander Alone                                | 11     | 0.1%   |
| Householder is Some Other Race Alone                                 | 939    | 5.2%   |
| Householder is Two or More Races                                     | 290    | 1.6%   |
| Renter-occupied Housing Units with Hispanic Householder              | 1,949  | 10.8%  |
| <b>Average Household Size by Race/Hispanic Origin of Householder</b> |        |        |
| Householder is White Alone   | 2.40   |        |
| Householder is Black Alone   | 2.52   |        |
| Householder is American Indian Alone                                 | 2.88   |        |
| Householder is Asian Alone   | 4.35   |        |
| Householder is Pacific Islander Alone                                | 2.55   |        |
| Householder is Some Other Race Alone                                 | 3.90   |        |
| Householder is Two or More Races                                     | 2.85   |        |
| Householder is Hispanic  | 3.58   |        |

Source: U.S. Census Bureau, Census 2010 Summary File 1.

Appendix E: Census 2010 Census Profile Caldwell County



2010 Census Profile

Caldwell County, NC  
 Caldwell County, NC; 60273  
 Geography: County

|   | 2000   | 2010          | 2000-2010<br>Annual Rate |
|---|--------|---------------|--------------------------|
| Population  | 77,413 | 83,629        | 0.76%                    |
| Households  | 33,267 | 33,386        | 0.03%                    |
| Population Density                                | 334.9  | 27,857        | 1,282%                   |
| <b>Population by Race</b>                         |        |               |                          |
|   |        | <b>Number</b> | <b>Percent</b>           |
| <b>Total</b>                                      |        | 83,629        | 100.0%                   |
| Pop. Under Reporting On Race                      |        | 51,771        | 61.8%                    |
| White   |        | 74,525        | 89.1%                    |
| Black   |        | 4,086         | 4.9%                     |
| American Indian                                   |        | 267           | 0.3%                     |
| Asian   |        | 428           | 0.5%                     |
| Pacific Islander                                  |        | 27            | 0.0%                     |
| Some Other Race                                   |        | 2,448         | 2.9%                     |
| Pop. Under Reporting Tot. of More Races           |        | 1,295         | 1.5%                     |
| <b>Total Hispanic Population</b>                  |        | 2,708         | 4.6%                     |
| <b>Population by Sex</b>                          |        |               |                          |
| Male  |        | 40,648        | 48.6%                    |
| Female  |        | 42,981        | 51.4%                    |
| <b>Population by Age</b>                          |        |               |                          |
| <b>Total</b>                                      |        | 83,629        | 100.0%                   |
| Age 0 - 4   |        | 4,645         | 5.6%                     |
| Age 5 - 9   |        | 5,042         | 6.0%                     |
| Age 10 - 14                                       |        | 5,619         | 6.7%                     |
| Age 15 - 19                                       |        | 5,368         | 6.4%                     |
| Age 20 - 24                                       |        | 4,477         | 5.3%                     |
| Age 25 - 29                                       |        | 4,111         | 4.9%                     |
| Age 30 - 34                                       |        | 4,695         | 5.6%                     |
| Age 35 - 39                                       |        | 5,778         | 6.9%                     |
| Age 40 - 44                                       |        | 6,115         | 7.3%                     |
| Age 45 - 49                                       |        | 6,039         | 7.2%                     |
| Age 50 - 54                                       |        | 6,213         | 7.4%                     |
| Age 55 - 59                                       |        | 5,867         | 7.0%                     |
| Age 60 - 64                                       |        | 5,353         | 6.4%                     |
| Age 65 - 69                                       |        | 4,323         | 5.2%                     |
| Age 70 - 74                                       |        | 3,775         | 4.5%                     |
| Age 75 - 79                                       |        | 2,863         | 3.4%                     |
| Age 80 - 84                                       |        | 1,771         | 2.1%                     |
| Age 85+   |        | 1,025         | 1.2%                     |
| Age 10+   |        | 74,741        | 89.4%                    |
| Age 65+   |        | 12,815        | 15.4%                    |
| <b>Median Age by Sex and Race/Hispanic Origin</b> |        |               |                          |
| Total Population                                  |        | 41.4          |                          |
| Male  |        | 40.4          |                          |
| Female  |        | 42.4          |                          |
| White Alone                                       |        | 42.5          |                          |
| Black Alone                                       |        | 37.7          |                          |
| American Indian Alone                             |        | 35.1          |                          |
| Asian Alone                                       |        | 35.1          |                          |
| Pacific Islander Alone                            |        | 29.8          |                          |
| Some Other Race Alone                             |        | 36.0          |                          |
| Two or More Races                                 |        | 34.5          |                          |
| Hispanic Population                               |        | 29.0          |                          |

**Data Note:** Hispanic population can be of any race. Census 2010 medians are computed from reported data distributions.  
**Source:** U.S. Census Bureau, Census 2010 Summary File 3. Population and Census 2010 data from April 28, 2010 snapshot.



2010 Census Profile

Cadwell County, NC  
 Cadwell County, NC (37077)  
 Geography: County

| <b>Households by Type</b>                            |        |        |
|--|--------|--------|
| Total  | 33,588 | 100.0% |
| Households with 1 Person                             | 8,477  | 25.4%  |
| Households with 2+ People                            | 24,911 | 74.6%  |
| Family Households                                    | 23,456 | 70.3%  |
| Husband-wife Families                                | 17,414 | 52.2%  |
| With Own Children                                    | 6,155  | 18.4%  |
| Other Family (No Spouse Present)                     | 6,042  | 18.1%  |
| With Own Children                                    | 3,211  | 9.6%   |
| Non-family Households                                | 1,455  | 4.4%   |
| All Households with Children                         | 10,619 | 32.4%  |
| Multigenerational Households                         | 1,358  | 4.1%   |
| Unmarried Partner Households                         | 7,044  | 6.1%   |
| Male-female  | 1,835  | 5.5%   |
| Same-sex   | 209    | 0.6%   |
| Average Household Size                               | 2.46   |        |
| <b>Family Households by Size</b>                     |        |        |
| Total  | 23,456 | 100.0% |
| 2 People   | 10,890 | 46.4%  |
| 3 People   | 5,801  | 24.7%  |
| 4 People   | 4,158  | 17.7%  |
| 5 People   | 1,727  | 7.4%   |
| 6 People   | 585    | 2.5%   |
| 7+ People  | 305    | 1.3%   |
| Average Family Size                                  | 2.91   |        |
| <b>Nonfamily Households by Size</b>                  |        |        |
| Total  | 9,932  | 100.0% |
| 1 Person   | 8,477  | 85.4%  |
| 2 People   | 1,232  | 12.4%  |
| 3 People   | 137    | 1.4%   |
| 4 People   | 59     | 0.6%   |
| 5 People   | 20     | 0.2%   |
| 6 People   | 3      | 0.0%   |
| 7+ People  | 5      | 0.1%   |
| Average Nonfamily Size                               | 1.19   |        |
| <b>Population by Relationship and Household Type</b> |        |        |
| Total  | 83,079 | 100.0% |
| In Households  | 82,061 | 98.8%  |
| In Family Households                                 | 70,254 | 84.6%  |
| Householder  | 23,456 | 28.3%  |
| Spouse   | 17,414 | 21.0%  |
| Child  | 24,737 | 29.8%  |
| Other relative                                       | 2,600  | 3.2%   |
| Nonrelative  | 2,047  | 2.5%   |
| In Nonfamily Households                              | 11,807 | 14.2%  |
| Householder  | 968    | 1.2%   |
| In Group Quarters                                    | 789    | 1.0%   |
| Institutionalized Population                         | 178    | 0.2%   |
| Non-institutionalized Population                     | 611    | 0.7%   |

**Data Note:** Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Use estimated black group data, which is used to estimate foreign or non-standard geography. Average family size excludes nonrelatives.  
 Source: U.S. Census Bureau, Census 2010 Summary File 1.

July 07, 2015

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2010 Census



2010 Census Profile

Caldwell County, NC  
 Caldwell County, NC (37027)  
 Geography: County

| Family Households by Age of Householder           |        |        |
|---|--------|--------|
| Total   | 73,456 | 100.0% |
| Householder Age 15 - 44                           | 8,918  | 38.0%  |
| Householder Age 45 - 54                           | 8,079  | 21.7%  |
| Householder Age 55 - 64                           | 4,678  | 19.7%  |
| Householder Age 65 - 74                           | 3,138  | 13.4%  |
| Householder Age 75+                               | 1,603  | 7.2%   |
| Nonfamily Households by Age of Householder        |        |        |
| Total   | 9,932  | 100.0% |
| Householder Age 15 - 44                           | 2,259  | 22.7%  |
| Householder Age 45 - 54                           | 1,924  | 19.4%  |
| Householder Age 55 - 64                           | 2,092  | 21.1%  |
| Householder Age 65 - 74                           | 1,675  | 16.9%  |
| Householder Age 75+                               | 1,981  | 19.9%  |
| Households by Race of Householder                 |        |        |
| Total   | 33,388 | 100.0% |
| Householder is White Alone                        | 30,745 | 92.1%  |
| Householder is Black Alone                        | 1,603  | 4.8%   |
| Householder is American Indian Alone              | 86     | 0.3%   |
| Householder is Asian Alone                        | 121    | 0.4%   |
| Householder is Pacific Islander Alone             | 4      | 0.0%   |
| Householder is Some Other Race Alone              | 543    | 1.6%   |
| Householder is Two or More Races                  | 286    | 0.9%   |
| Households with Hispanic Householder              | 954    | 2.9%   |
| Husband-wife Families by Race of Householder      |        |        |
| Total   | 17,414 | 100.0% |
| Householder is White Alone                        | 16,472 | 94.6%  |
| Householder is Black Alone                        | 451    | 2.6%   |
| Householder is American Indian Alone              | 38     | 0.2%   |
| Householder is Asian Alone                        | 71     | 0.4%   |
| Householder is Pacific Islander Alone             | 0      | 0.0%   |
| Householder is Some Other Race Alone              | 273    | 1.6%   |
| Householder is Two or More Races                  | 109    | 0.6%   |
| Husband-wife Families with Hispanic Householder   | 502    | 2.9%   |
| Other Families (No Spouse) by Race of Householder |        |        |
| Total   | 6,042  | 100.0% |
| Householder is White Alone                        | 5,168  | 85.5%  |
| Householder is Black Alone                        | 575    | 9.5%   |
| Householder is American Indian Alone              | 13     | 0.2%   |
| Householder is Asian Alone                        | 27     | 0.4%   |
| Householder is Pacific Islander Alone             | 2      | 0.0%   |
| Householder is Some Other Race Alone              | 172    | 2.8%   |
| Householder is Two or More Races                  | 85     | 1.4%   |
| Other Families with Hispanic Householder          | 288    | 4.8%   |
| Nonfamily Households by Race of Householder       |        |        |
| Total   | 9,932  | 100.0% |
| Householder is White Alone                        | 9,126  | 91.7%  |
| Householder is Black Alone                        | 577    | 5.8%   |
| Householder is American Indian Alone              | 35     | 0.4%   |
| Householder is Asian Alone                        | 73     | 0.7%   |
| Householder is Pacific Islander Alone             | 2      | 0.0%   |
| Householder is Some Other Race Alone              | 98     | 1.0%   |
| Householder is Two or More Races                  | 92     | 0.9%   |
| Nonfamily Households with Hispanic Householder    | 154    | 1.7%   |

Source: U.S. Census Bureau, Census 2010 Summary File 1.



2010 Census Profile

Caldwell County, NC  
 Caldwell County, NC (37077)  
 Geography: County

| Total Housing Units by Occupancy                              |        |        |
|---|--------|--------|
| Total   | 37,659 | 100.0% |
| Occupied Housing Units  | 33,788 | 89.7%  |
| Vacant Housing Units  |        |        |
| For Rent  | 1,088  | 2.9%   |
| Rented, not Occupied  | 51     | 0.1%   |
| For Sale Only   | 460    | 1.2%   |
| Sold, not Occupied  | 131    | 0.3%   |
| For Seasonal/Recreational/Occasional Use                      | 905    | 2.4%   |
| For Migrant Workers   | 1      | 0.0%   |
| Other Vacant  | 1,635  | 4.3%   |
| Total Vacancy Rate  | 11.3%  |        |
| Households by Tenure and Mortgage Status                      |        |        |
| Total   | 33,288 | 100.0% |
| Owner-occupied  | 24,049 | 72.0%  |
| Owned with a Mortgage/Loan                                    | 14,859 | 44.5%  |
| Owned Free and Clear  | 9,190  | 27.5%  |
| Average Household Size  | 2.48   |        |
| Renter-occupied   | 9,339  | 28.0%  |
| Average Household Size  | 2.41   |        |
| Owner-occupied Housing Units by Race of Householder           |        |        |
| Total   | 24,049 | 100.0% |
| Householder is White Alone                                    | 22,795 | 94.8%  |
| Householder is Black Alone                                    | 751    | 3.2%   |
| Householder is American Indian Alone                          | 43     | 0.2%   |
| Householder is Asian Alone                                    | 75     | 0.3%   |
| Householder is Pacific Islander Alone                         | 2      | 0.0%   |
| Householder is Some Other Race Alone                          | 216    | 0.9%   |
| Householder is Two or More Races                              | 143    | 0.6%   |
| Owner-occupied Housing Units with Hispanic Householder        | 430    | 1.8%   |
| Renter-occupied Housing Units by Race of Householder          |        |        |
| Total   | 9,339  | 100.0% |
| Householder is White Alone                                    | 7,950  | 85.1%  |
| Householder is Black Alone                                    | 847    | 9.0%   |
| Householder is American Indian Alone                          | 38     | 0.4%   |
| Householder is Asian Alone                                    | 42     | 0.5%   |
| Householder is Pacific Islander Alone                         | 2      | 0.0%   |
| Householder is Some Other Race Alone                          | 327    | 3.5%   |
| Householder is Two or More Races                              | 138    | 1.5%   |
| Renter-occupied Housing Units with Hispanic Householder       | 524    | 5.6%   |
| Average Household Size by Race/Hispanic Origin of Householder |        |        |
| Householder is White Alone                                    | 2.42   |        |
| Householder is Black Alone                                    | 2.48   |        |
| Householder is American Indian Alone                          | 2.59   |        |
| Householder is Asian Alone                                    | 3.17   |        |
| Householder is Pacific Islander Alone                         | 2.50   |        |
| Householder is Some Other Race Alone                          | 3.70   |        |
| Householder is Two or More Races                              | 2.70   |        |
| Householder is Hispanic                                       | 3.53   |        |

Source: U.S. Census Bureau, Census 2010 Summary File 1.

Appendix F: American Community Survey Population Summary



ACS Population Summary

1865 1st Ave, Hillsboro, North Carolina, 28602  
 Ring: 1 mile radius

Updated: 07/12/10  
 Published: 07/26/10

|   | 2009 - 2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|---|-----------------------------|---------|--------|-------------|
| <b>TOTALS</b>   |                             |         |        |             |
| Total Population  | 7,954                       |         | 446    |             |
| Total Households  | 2,914                       |         | 134    |             |
| Total Housing Units                                       | 2,451                       |         | 122    |             |
| <b>POPULATION AGE 15+ YEARS BY MARITAL STATUS</b>         |                             |         |        |             |
| Total   | 2,969                       | 100.0%  | 324    |             |
| Never married   | 1,725                       | 58.0%   | 191    |             |
| Married   | 1,045                       | 35.2%   | 117    |             |
| Widowed   | 305                         | 10.3%   | 42     |             |
| Divorced  | 590                         | 19.9%   | 103    |             |
| <b>POPULATION AGE 3+ YEARS BY SCHOOL ENROLLMENT</b>       |                             |         |        |             |
| Total   | 7,675                       | 100.0%  | 403    |             |
| Enrolled in school  | 1,117                       | 14.6%   | 167    |             |
| Enrolled in nursery school, preschool                     | 54                          | 0.7%    | 11     |             |
| Public school   | 42                          | 0.5%    | 25     |             |
| Private school  | 12                          | 0.2%    | 17     |             |
| Enrolled in kindergarten                                  | 72                          | 1.0%    | 45     |             |
| Public school   | 72                          | 1.0%    | 45     |             |
| Private school  | 0                           | 0.0%    | 0      |             |
| Enrolled in grade 1 to grade 4                            | 267                         | 3.5%    | 68     |             |
| Public school   | 250                         | 3.3%    | 66     |             |
| Private school  | 17                          | 0.2%    | 65     |             |
| Enrolled in grade 5 to grade 8                            | 160                         | 2.1%    | 67     |             |
| Public school   | 157                         | 2.0%    | 67     |             |
| Private school  | 3                           | 0.0%    | 16     |             |
| Enrolled in grade 9 to grade 12                           | 188                         | 2.4%    | 34     |             |
| Public school   | 188                         | 2.4%    | 34     |             |
| Private school  | 0                           | 0.0%    | 0      |             |
| Enrolled in college undergraduate years                   | 302                         | 3.9%    | 106    |             |
| Public school   | 267                         | 3.5%    | 94     |             |
| Private school  | 35                          | 0.5%    | 33     |             |
| Enrolled in graduate or professional school               | 11                          | 0.1%    | 22     |             |
| Public school   | 1                           | 0.0%    | 26     |             |
| Private school  | 10                          | 0.1%    | 20     |             |
| Not enrolled in school                                    | 3,535                       | 46.1%   | 237    |             |
| <b>POPULATION AGE 25+ YEARS BY EDUCATIONAL ATTAINMENT</b> |                             |         |        |             |
| Total   | 1,417                       | 100.0%  | 247    |             |
| Not schooling completed                                   | 47                          | 3.3%    | 16     |             |
| Elementary School   | 0                           | 0.0%    | 0      |             |
| Kindergarten  | 0                           | 0.0%    | 0      |             |
| 1-4th Grade   | 7                           | 0.5%    | 25     |             |
| 5-8th Grade   | 175                         | 12.3%   | 29     |             |
| Some High School  | 521                         | 36.8%   | 102    |             |
| High School Diploma                                       | 931                         | 65.7%   | 129    |             |
| GED   | 210                         | 14.8%   | 97     |             |
| Some College  | 601                         | 42.4%   | 235    |             |
| Associate's degree  | 337                         | 23.8%   | 84     |             |
| Bachelor's degree   | 224                         | 15.8%   | 88     |             |
| Master's degree   | 51                          | 3.6%    | 61     |             |
| Professional school degree                                | 26                          | 1.8%    | 42     |             |
| Doctorate degree  | 21                          | 1.5%    | 67     |             |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

July 21, 2010

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# ACS Population Summary

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.72944  
 Longitude: -81.38762

|  | 2009 - 2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|--|-----------------------------|---------|--------|-------------|
| <b>POPULATION AGE 5+ YEARS BY LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH</b> |                             |         |        |             |
| <b>Total</b>   | 4,552                       | 100.0%  | 392    |             |
| <b>5 to 17 years</b>   |                             |         |        |             |
| Speak only English   | 539                         | 11.8%   | 172    |             |
| Speak Spanish  | 44                          | 1.0%    | 47     |             |
| Speak English "very well" or "well"  | 44                          | 1.0%    | 47     |             |
| Speak English "not well"   | 0                           | 0.0%    | 0      |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |
| Speak other Indo-European languages  | 0                           | 0.0%    | 0      |             |
| Speak English "very well" or "well"  | 0                           | 0.0%    | 0      |             |
| Speak English "not well"   | 0                           | 0.0%    | 0      |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |
| Speak Asian and Pacific Island languages   | 152                         | 3.3%    | 266    |             |
| Speak English "very well" or "well"  | 152                         | 3.3%    | 170    |             |
| Speak English "not well"   | 0                           | 0.0%    | 0      |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |
| Speak other languages  | 0                           | 0.0%    | 0      |             |
| Speak English "very well" or "well"  | 0                           | 0.0%    | 0      |             |
| Speak English "not well"   | 0                           | 0.0%    | 0      |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |
| <b>18 to 64 years</b>  |                             |         |        |             |
| Speak only English   | 2,923                       | 64.1%   | 294    |             |
| Speak Spanish  | 157                         | 3.4%    | 91     |             |
| Speak English "very well" or "well"  | 97                          | 2.1%    | 61     |             |
| Speak English "not well"   | 34                          | 1.2%    | 67     |             |
| Speak English "not at all"   | 5                           | 0.1%    | 44     |             |
| Speak other Indo-European languages  | 19                          | 0.4%    | 17     |             |
| Speak English "very well" or "well"  | 8                           | 0.2%    | 25     |             |
| Speak English "not well"   | 11                          | 0.2%    | 22     |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |
| Speak Asian and Pacific Island languages   | 39                          | 1.3%    | 80     |             |
| Speak English "very well" or "well"  | 1                           | 0.1%    | 71     |             |
| Speak English "not well"   | 35                          | 1.2%    | 84     |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |
| Speak other languages  | 0                           | 0.0%    | 0      |             |
| Speak English "very well" or "well"  | 0                           | 0.0%    | 0      |             |
| Speak English "not well"   | 0                           | 0.0%    | 0      |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |
| <b>65 years and over</b>   |                             |         |        |             |
| Speak only English   | 563                         | 14.5%   | 103    |             |
| Speak Spanish  | 0                           | 0.0%    | 0      |             |
| Speak English "very well" or "well"  | 0                           | 0.0%    | 0      |             |
| Speak English "not well"   | 0                           | 0.0%    | 0      |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |
| Speak other Indo-European languages  | 0                           | 0.0%    | 0      |             |
| Speak English "very well" or "well"  | 0                           | 0.0%    | 0      |             |
| Speak English "not well"   | 0                           | 0.0%    | 0      |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |
| Speak Asian and Pacific Island languages   | 1                           | 0.0%    | 19     |             |
| Speak English "very well" or "well"  | 1                           | 0.0%    | 19     |             |
| Speak English "not well"   | 0                           | 0.0%    | 0      |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |
| Speak other languages  | 0                           | 0.0%    | 0      |             |
| Speak English "very well" or "well"  | 0                           | 0.0%    | 0      |             |
| Speak English "not well"   | 0                           | 0.0%    | 0      |             |
| Speak English "not at all"   | 0                           | 0.0%    | 0      |             |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: high medium low

July 31, 2015

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# ACS Population Summary

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.72911  
 Longitude: -81.36762

|   | 2009 - 2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|---|-----------------------------|---------|--------|-------------|
| <b>WORKERS AGE 16+ YEARS BY PLACE OF WORK</b>   |                             |         |        |             |
| Total   | 2,065                       | 100.0%  | 250    | High        |
| Worked in state and in county of residence      | 1,715                       | 83.1%   | 216    | High        |
| Worked in state and outside county of residence | 293                         | 14.5%   | 85     | Medium      |
| Worked outside state of residence               | 57                          | 2.4%    | 40     | Low         |

|   | 2009 - 2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|---|-----------------------------|---------|--------|-------------|
| <b>WORKERS AGE 16+ YEARS BY MEANS OF TRANSPORTATION TO WORK</b> |                             |         |        |             |
| Total   | 2,065                       | 100.0%  | 250    | High        |
| Drove alone   | 1,777                       | 86.0%   | 222    | High        |
| Carpooled   | 134                         | 6.5%    | 43     | Medium      |
| Public transportation (excluding taxicab)                       | 3                           | 0.0%    | 0      | Low         |
| Bus or trolley bus  | 3                           | 0.0%    | 0      | Low         |
| Streetcar or trolley car  | 3                           | 0.0%    | 0      | Low         |
| Subway or elevated  | 3                           | 0.0%    | 0      | Low         |
| Railroad  | 3                           | 0.0%    | 0      | Low         |
| Ferryboat   | 3                           | 0.0%    | 0      | Low         |
| Taxicab   | 55                          | 2.7%    | 74     | Low         |
| Motorcycle  | 1                           | 0.0%    | 22     | Low         |
| Bicycle   | 9                           | 0.4%    | 25     | Low         |
| Walked  | 29                          | 1.7%    | 19     | Low         |
| Other means   | 55                          | 2.7%    | 45     | Low         |
| Worked at home  |                             |         |        |             |

|  | 2009 - 2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|--|-----------------------------|---------|--------|-------------|
| <b>WORKERS AGE 16+ YEARS (WHO DID NOT WORK FROM HOME) BY TRAVEL TIME TO WORK</b> |                             |         |        |             |
| Total  | 2,011                       | 100.0%  | 241    | High        |
| Less than 5 minutes  | 92                          | 4.6%    | 45     | Medium      |
| 5 to 9 minutes   | 398                         | 19.8%   | 117    | Medium      |
| 10 to 14 minutes   | 541                         | 27.1%   | 116    | Medium      |
| 15 to 19 minutes   | 601                         | 29.9%   | 174    | Medium      |
| 20 to 24 minutes   | 240                         | 11.9%   | 74     | Medium      |
| 25 to 29 minutes   | 62                          | 3.1%    | 29     | Medium      |
| 30 to 34 minutes   | 95                          | 4.8%    | 31     | Medium      |
| 35 to 39 minutes   | 3                           | 0.0%    | 0      | Low         |
| 40 to 44 minutes   | 5                           | 0.3%    | 20     | Low         |
| 45 to 59 minutes   | 49                          | 2.4%    | 48     | Low         |
| 60 to 89 minutes   | 15                          | 0.7%    | 26     | Low         |
| 90 or more minutes   | 7                           | 0.3%    | 11     | Low         |
| Average Travel Time to Work (in minutes)   | N/A                         |         | N/A    |             |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

July 31, 2015

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# ACS Population Summary

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.72944  
 Longitude: -81.36742

|   | 2009 - 2013<br>ACS Estimate | Percent | MDE(±) | Reliability |
|---|-----------------------------|---------|--------|-------------|
| <b>CIVILIAN EMPLOYED POPULATION AGE 16+ YEARS BY OCCUPATION</b>             |                             |         |        |             |
| <b>Total</b>  | 2,079                       | 100.0%  | 250    |             |
| Management  | 147                         | 7.1%    | 55     |             |
| Business and financial operations   | 12                          | 0.6%    | 14     |             |
| Computer and mathematical   | 3                           | 0.0%    | 0      |             |
| Architecture and engineering  | 18                          | 0.9%    | 15     |             |
| Life, physical, and social science  | 3                           | 0.0%    | 0      |             |
| Community and social services   | 3                           | 0.0%    | 0      |             |
| Legal   | 72                          | 3.5%    | 59     |             |
| Education, training, and library  | 4                           | 0.2%    | 12     |             |
| Arts, design, entertainment, sports, and media                              | 75                          | 3.7%    | 68     |             |
| Healthcare practitioner, technologists, and technicians                     | 78                          | 3.8%    | 47     |             |
| Healthcare support  | 71                          | 1.0%    | 33     |             |
| Protective service  | 148                         | 7.1%    | 70     |             |
| Food preparation and serving related  | 23                          | 1.4%    | 18     |             |
| Building and grounds cleaning and maintenance                               | 57                          | 2.7%    | 63     |             |
| Personal care and service   | 332                         | 16.9%   | 62     |             |
| Sales and related   | 229                         | 11.0%   | 67     |             |
| Office and administrative support   | 3                           | 0.0%    | 0      |             |
| Farming, fishing, and forestry  | 125                         | 6.0%    | 85     |             |
| Construction and extraction   | 37                          | 1.8%    | 21     |             |
| Installation, maintenance, and repair                                       | 419                         | 20.2%   | 54     |             |
| Production  | 255                         | 12.3%   | 82     |             |
| Transportation and material moving  |                             |         |        |             |
| <b>CIVILIAN EMPLOYED POPULATION AGE 16+ YEARS BY INDUSTRY</b>               |                             |         |        |             |
| <b>Total</b>  | 2,079                       | 100.0%  | 250    |             |
| Agriculture, forestry, fishing and hunting                                  | 3                           | 0.0%    | 0      |             |
| Mining, quarrying, and oil and gas extraction                               | 3                           | 0.0%    | 0      |             |
| Construction  | 50                          | 2.4%    | 42     |             |
| Manufacturing   | 508                         | 24.4%   | 59     |             |
| Wholesale trade   | 184                         | 9.3%    | 78     |             |
| Retail trade  | 465                         | 22.4%   | 119    |             |
| Transportation and warehousing  | 107                         | 4.9%    | 66     |             |
| Utilities   | 3                           | 0.0%    | 0      |             |
| Information   | 1                           | 0.0%    | 13     |             |
| Finance and insurance   | 67                          | 3.2%    | 57     |             |
| Real estate and rental and leasing  | 34                          | 1.6%    | 36     |             |
| Professional, scientific, and technical services                            | 53                          | 2.5%    | 31     |             |
| Management of companies and enterprises                                     | 3                           | 0.0%    | 0      |             |
| Administrative and support and waste management services                    | 33                          | 2.5%    | 20     |             |
| Educational services  | 85                          | 4.1%    | 62     |             |
| Health care and social assistance   | 205                         | 9.9%    | 71     |             |
| Arts, entertainment, and recreation   | 3                           | 0.4%    | 23     |             |
| Accommodation and food services   | 153                         | 7.4%    | 68     |             |
| Other services, except public administration                                | 95                          | 4.6%    | 45     |             |
| Public administration   | 4                           | 0.2%    | 25     |             |
| <b>FEMALES AGE 20-64 YEARS BY AGE OF OWN CHILDREN AND EMPLOYMENT STATUS</b> |                             |         |        |             |
| <b>Total</b>  | 1,515                       | 100.0%  | 173    |             |
| Own children under 6 years only   | 112                         | 6.9%    | 50     |             |
| In labor force  | 54                          | 3.3%    | 31     |             |
| Not in labor force  | 59                          | 3.6%    | 56     |             |
| Own children under 6 years and 6 to 17 years                                | 137                         | 8.5%    | 48     |             |
| In labor force  | 47                          | 2.9%    | 28     |             |
| Not in labor force  | 90                          | 5.6%    | 42     |             |
| Own children 6 to 17 years only   | 145                         | 9.0%    | 55     |             |
| In labor force  | 150                         | 8.0%    | 53     |             |
| Not in labor force  | 15                          | 0.9%    | 21     |             |
| No own children under 18 years  | 1,223                       | 75.5%   | 159    |             |
| In labor force  | 818                         | 50.7%   | 145    |             |
| Not in labor force  | 402                         | 24.9%   | 50     |             |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: high medium low

July 31, 2015

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# ACS Population Summary

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.72941  
 Longitude: -81.36762

|   | 2009 - 2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|---|-----------------------------|---------|--------|-------------|
| <b>POPULATION BY RATIO OF INCOME TO POVERTY LEVEL</b>   |                             |         |        |             |
| <b>Total</b>  | 4,954                       | 100.0%  | 446    | High        |
| Under .50   | 679                         | 13.7%   | 217    | Medium      |
| .50 to .99  | 717                         | 14.5%   | 240    | Medium      |
| 1.00 to 1.24  | 793                         | 5.9%    | 101    | Low         |
| 1.25 to 1.49  | 379                         | 7.7%    | 181    | Low         |
| 1.50 to 1.84  | 395                         | 8.0%    | 169    | Low         |
| 1.85 to 1.99  | 232                         | 4.7%    | 102    | Low         |
| 2.00 and over   | 2,262                       | 45.7%   | 255    | High        |
| <b>CIVILIAN NONINSTITUTIONALIZED POPULATION BY AGE &amp; TYPES OF HEALTH INSURANCE COVERAGE</b> |                             |         |        |             |
| <b>Total</b>  | 4,954                       | 100.0%  | 446    | High        |
| <b>Under 18 years:</b>  | 1,137                       | 23.0%   | 212    | Medium      |
| <b>One Type of Health Insurance:</b>  | 975                         | 19.7%   | 176    | Medium      |
| Employer-Based Health Ins Only  | 173                         | 3.6%    | 109    | Low         |
| Direct-Purchase Health Ins Only   | 61                          | 1.2%    | 75     | Low         |
| Medicare Coverage Only  | 0                           | 0.0%    | 0      | Low         |
| Medicaid Coverage Only  | 707                         | 14.3%   | 185    | Medium      |
| TRICARE/Military Hlth Cov Only  | 78                          | 0.8%    | 55     | Low         |
| VA Health Care Only   | 0                           | 0.0%    | 0      | Low         |
| <b>2+ Types of Health Insurance</b>   | 75                          | 1.5%    | 83     | Low         |
| <b>No Health Insurance Coverage</b>   | 87                          | 1.8%    | 118    | Low         |
| <b>18 to 34 years:</b>  | 1,258                       | 25.4%   | 230    | Medium      |
| <b>One Type of Health Insurance:</b>  | 689                         | 13.9%   | 137    | Medium      |
| Employer-Based Health Ins Only  | 397                         | 8.0%    | 85     | Medium      |
| Direct-Purchase Health Ins Only   | 79                          | 1.6%    | 51     | Low         |
| Medicare Coverage Only  | 0                           | 0.0%    | 0      | Low         |
| Medicaid Coverage Only  | 193                         | 3.9%    | 114    | Low         |
| TRICARE/Military Hlth Cov Only  | 7                           | 0.1%    | 13     | Low         |
| VA Health Care Only   | 12                          | 0.2%    | 19     | Low         |
| <b>2+ Types of Health Insurance</b>   | 0                           | 0.2%    | 48     | Low         |
| <b>No Health Insurance Coverage</b>   | 563                         | 11.3%   | 184    | Medium      |
| <b>35 to 64 years:</b>  | 1,899                       | 38.3%   | 207    | Medium      |
| <b>One Type of Health Insurance:</b>  | 1,113                       | 22.5%   | 135    | Medium      |
| Employer-Based Health Ins Only  | 909                         | 16.3%   | 110    | Medium      |
| Direct-Purchase Health Ins Only   | 72                          | 1.5%    | 57     | Low         |
| Medicare Coverage Only  | 9                           | 0.4%    | 18     | Low         |
| Medicaid Coverage Only  | 185                         | 3.8%    | 79     | Low         |
| TRICARE/Military Hlth Cov Only  | 15                          | 0.3%    | 29     | Low         |
| VA Health Care Only   | 12                          | 0.2%    | 13     | Low         |
| <b>2+ Types of Health Insurance</b>   | 201                         | 4.1%    | 69     | Low         |
| <b>No Health Insurance Coverage</b>   | 585                         | 11.8%   | 136    | Medium      |
| <b>65+ years:</b>   | 962                         | 19.4%   | 103    | Medium      |
| <b>One Type of Health Insurance:</b>  | 213                         | 4.2%    | 59     | Low         |
| Employer-Based Health Ins Only  | 0                           | 0.0%    | 0      | Low         |
| Direct-Purchase Health Ins Only   | 0                           | 0.0%    | 0      | Low         |
| Medicare Coverage Only  | 213                         | 4.2%    | 59     | Low         |
| Medicaid Coverage Only  | 0                           | 0.0%    | 0      | Low         |
| TRICARE/Military Hlth Cov Only  | 0                           | 0.0%    | 0      | Low         |
| VA Health Care Only   | 0                           | 0.0%    | 0      | Low         |
| <b>2+ Types of Health Insurance</b>   | 432                         | 9.1%    | 52     | Low         |
| <b>No Health Insurance Coverage</b>   | 0                           | 0.0%    | 0      | Low         |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

July 31, 2015

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## ACS Population Summary

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Lat/lon: 35.72944  
 Longitude: -81.36462

|  | 2009 - 2013<br>ACS Estimate | Percent | MDE(±) | Reliability |
|--|-----------------------------|---------|--------|-------------|
| <b>CIVILIAN POPULATION AGE 18 OR OLDER BY VETERAN STATUS</b>           |                             |         |        |             |
| Total  | 3,817                       | 100.0%  | 324    | High        |
| Veteran  | 288                         | 7.5%    | 58     | High        |
| Nonveteran   | 3,531                       | 92.5%   | 314    | High        |
| Male   | 1,767                       | 46.3%   | 214    | High        |
| Female   | 2,050                       | 53.7%   | 191    | High        |
| Male   | 2,014                       | 52.8%   | 150    | High        |
| Female   | 35                          | 0.9%    | 31     | Low         |
| Nonveteran   | 2,014                       | 52.8%   | 150    | High        |
| <b>CIVILIAN VETERANS AGE 18 OR OLDER BY PERIOD OF MILITARY SERVICE</b> |                             |         |        |             |
| Total  | 288                         | 100.0%  | 58     | High        |
| Gulf War (8/01 or later), no Gulf War (8/90 to 8/01), no Vietnam Era   | 19                          | 6.3%    | 24     | Low         |
| Gulf War (8/01 or later) and Gulf War (8/90 to 8/01), no Vietnam Era   | 0                           | 0.0%    | 0      | High        |
| Gulf War (8/01 or later), and Gulf War (8/90 to 8/01), and Vietnam Era | 0                           | 0.0%    | 0      | High        |
| Gulf War (8/90 to 8/01), no Vietnam Era                                | 56                          | 33.6%   | 47     | High        |
| Gulf War (8/90 to 8/01) and Vietnam Era                                | 1                           | 0.3%    | 15     | Low         |
| Vietnam Era, no Korean War, no World War II                            | 63                          | 22.0%   | 33     | High        |
| Vietnam Era and Korean War, no World War II                            | 0                           | 0.0%    | 0      | High        |
| Vietnam Era and Korean War and World War II                            | 0                           | 0.0%    | 0      | High        |
| Korean War, no Vietnam Era, no World War II                            | 21                          | 7.3%    | 14     | Low         |
| Korean War and World War II, no Vietnam Era                            | 2                           | 0.7%    | 15     | Low         |
| World War II, no Korean War, no Vietnam Era                            | 5                           | 5.2%    | 15     | Low         |
| Between Gulf War and Vietnam Era only                                  | 47                          | 16.4%   | 25     | High        |
| Between Vietnam Era and Korean War only                                | 24                          | 8.4%    | 15     | High        |
| Between Korean War and World War II only                               | 0                           | 0.0%    | 0      | High        |
| Pre-World War II only  | 0                           | 0.0%    | 0      | High        |
| <b>HOUSEHOLDS BY POVERTY STATUS</b>                                    |                             |         |        |             |
| Total  | 2,014                       | 100.0%  | 134    | High        |
| Income in the past 12 months below poverty level                       | 514                         | 25.5%   | 58     | High        |
| Married-couple family  | 63                          | 3.4%    | 45     | High        |
| Other family - male householder (no wife present)                      | 0                           | 0.0%    | 0      | High        |
| Other family - female householder (no husband present)                 | 137                         | 7.8%    | 57     | High        |
| Nonfamily household - male householder                                 | 81                          | 4.0%    | 39     | High        |
| Nonfamily household - female householder                               | 207                         | 10.3%   | 68     | High        |
| Income in the past 12 months at or above poverty level                 | 1,500                       | 74.5%   | 120    | High        |
| Married-couple family  | 529                         | 27.6%   | 84     | High        |
| Other family - male householder (no wife present)                      | 138                         | 6.9%    | 82     | High        |
| Other family - female householder (no husband present)                 | 168                         | 8.2%    | 69     | High        |
| Nonfamily household - male householder                                 | 331                         | 16.4%   | 76     | High        |
| Nonfamily household - female householder                               | 307                         | 15.2%   | 64     | High        |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

July 31, 2015

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# ACS Population Summary

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.72944  
 Longitude: -81.36762

|   | 2009 - 2013<br>ACS Estimate | Percent | MDE(±)  | Reliability |
|---|-----------------------------|---------|---------|-------------|
| <b>HOUSEHOLDS BY INCOME</b>                                   |                             |         |         |             |
| Total   | 7,074                       | 100.0%  | 134     | High        |
| Less than \$10,000  | 328                         | 16.3%   | 84      | High        |
| \$10,000 to \$14,999  | 774                         | 10.8%   | 55      | High        |
| \$15,000 to \$19,999  | 190                         | 9.4%    | 67      | High        |
| \$20,000 to \$24,999  | 177                         | 5.6%    | 33      | High        |
| \$25,000 to \$29,999  | 183                         | 9.1%    | 74      | High        |
| \$30,000 to \$34,999  | 140                         | 7.0%    | 50      | High        |
| \$35,000 to \$39,999  | 131                         | 6.5%    | 55      | High        |
| \$40,000 to \$44,999  | 83                          | 4.1%    | 53      | High        |
| \$45,000 to \$49,999  | 77                          | 3.8%    | 40      | High        |
| \$50,000 to \$59,999  | 160                         | 7.9%    | 59      | High        |
| \$60,000 to \$74,999  | 165                         | 8.2%    | 57      | High        |
| \$75,000 to \$89,999  | 134                         | 6.7%    | 49      | High        |
| \$100,000 to \$124,999  | 49                          | 2.4%    | 40      | High        |
| \$125,000 to \$149,999  | 9                           | 0.4%    | 15      | High        |
| \$150,000 to \$199,999  | 23                          | 1.0%    | 48      | High        |
| \$200,000 or more   | 19                          | 0.9%    | 39      | High        |
| Median Household Income                                       | \$29,349                    |         | N/A     | High        |
| Average Household Income                                      | \$41,711                    |         | \$5,620 | High        |
| Per Capita Income   | \$17,608                    |         | \$2,545 | High        |
| <b>HOUSEHOLDS WITH HOUSEHOLDER AGE &lt;25 YEARS BY INCOME</b> |                             |         |         |             |
| Total   | 175                         | 100.0%  | 77      | High        |
| Less than \$10,000  | 53                          | 10.0%   | 57      | High        |
| \$10,000 to \$14,999  | 7                           | 9.6%    | 77      | High        |
| \$15,000 to \$19,999  | 39                          | 31.2%   | 62      | High        |
| \$20,000 to \$24,999  | 3                           | 0.0%    | 0       | High        |
| \$25,000 to \$29,999  | 5                           | 4.0%    | 43      | High        |
| \$30,000 to \$34,999  | 3                           | 0.0%    | 0       | High        |
| \$35,000 to \$39,999  | 3                           | 0.0%    | 0       | High        |
| \$40,000 to \$44,999  | 3                           | 0.0%    | 0       | High        |
| \$45,000 to \$49,999  | 3                           | 0.0%    | 0       | High        |
| \$50,000 to \$59,999  | 3                           | 0.0%    | 0       | High        |
| \$60,000 to \$74,999  | 18                          | 14.4%   | 25      | High        |
| \$75,000 to \$89,999  | 3                           | 0.0%    | 0       | High        |
| \$100,000 to \$124,999  | 3                           | 0.0%    | 0       | High        |
| \$125,000 to \$149,999  | 3                           | 0.0%    | 0       | High        |
| \$150,000 to \$199,999  | 3                           | 0.0%    | 0       | High        |
| \$200,000 or more   | 3                           | 0.0%    | 0       | High        |
| Median Household Income for HHr <25                           | \$15,300                    |         | N/A     | High        |
| Average Household Income for HHr <25                          | N/A                         |         | N/A     | High        |

Source: U.S. Census Bureau, 2000-2012 American Community Survey

Reliability: High Medium Low

July 31, 2015



# ACS Population Summary

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.72944  
 Longitude: -81.36784

|  | 2009 - 2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|--|-----------------------------|---------|--------|-------------|
| <b>HOUSEHOLDS WITH HOUSEHOLDER AGE 25-44 YEARS BY INCOME</b> |                             |         |        |             |
| Total  | 583                         | 100.0%  | 107    | High        |
| Less than \$10,000   | 101                         | 15.3%   | 42     | Medium      |
| \$10,000 to \$14,999   | 9                           | 2.8%    | 78     | Low         |
| \$15,000 to \$19,999   | 45                          | 6.6%    | 39     | Low         |
| \$20,000 to \$24,999   | 53                          | 7.4%    | 40     | Low         |
| \$25,000 to \$29,999   | 9                           | 1.3%    | 28     | Low         |
| \$30,000 to \$34,999   | 73                          | 10.7%   | 45     | Medium      |
| \$35,000 to \$39,999   | 63                          | 9.3%    | 55     | Low         |
| \$40,000 to \$44,999   | 25                          | 3.8%    | 35     | Low         |
| \$45,000 to \$49,999   | 45                          | 6.8%    | 35     | Low         |
| \$50,000 to \$59,999   | 78                          | 11.5%   | 51     | Medium      |
| \$60,000 to \$74,999   | 23                          | 3.4%    | 23     | Low         |
| \$75,000 to \$99,999   | 85                          | 12.6%   | 46     | Medium      |
| \$100,000 to \$124,999                                       | 23                          | 2.9%    | 45     | Low         |
| \$125,000 to \$149,999                                       | 4                           | 0.6%    | 28     | Low         |
| \$150,000 to \$199,999                                       | 23                          | 2.9%    | 48     | Low         |
| \$200,000 or more  | 12                          | 1.8%    | 28     | Low         |
| Median Household Income for H-Hr 25-44                       | \$27,900                    |         | N/A    |             |
| Average Household Income for H-Hr 25-44                      | N/A                         |         | N/A    |             |
| <b>HOUSEHOLDS WITH HOUSEHOLDER AGE 45-64 YEARS BY INCOME</b> |                             |         |        |             |
| Total  | 735                         | 100.0%  | 105    | High        |
| Less than \$10,000   | 95                          | 12.9%   | 47     | Medium      |
| \$10,000 to \$14,999   | 67                          | 8.4%    | 38     | Low         |
| \$15,000 to \$19,999   | 61                          | 8.7%    | 46     | Low         |
| \$20,000 to \$24,999   | 43                          | 5.4%    | 77     | Low         |
| \$25,000 to \$29,999   | 109                         | 14.7%   | 75     | Low         |
| \$30,000 to \$34,999   | 38                          | 5.2%    | 70     | Low         |
| \$35,000 to \$39,999   | 32                          | 4.3%    | 45     | Low         |
| \$40,000 to \$44,999   | 47                          | 5.7%    | 43     | Low         |
| \$45,000 to \$49,999   | 27                          | 3.7%    | 23     | Low         |
| \$50,000 to \$59,999   | 34                          | 7.3%    | 28     | Low         |
| \$60,000 to \$74,999   | 98                          | 13.3%   | 43     | Medium      |
| \$75,000 to \$99,999   | 45                          | 6.1%    | 43     | Low         |
| \$100,000 to \$124,999                                       | 21                          | 2.9%    | 21     | Low         |
| \$125,000 to \$149,999                                       | 4                           | 0.5%    | 13     | Low         |
| \$150,000 to \$199,999                                       | 3                           | 0.0%    | 0      | Low         |
| \$200,000 or more  | 5                           | 0.7%    | 15     | Low         |
| Median Household Income for H-Hr 45-64                       | \$29,914                    |         | N/A    |             |
| Average Household Income for H-Hr 45-64                      | N/A                         |         | N/A    |             |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

July 31, 2015

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# ACS Population Summary

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.72941  
 Longitude: -81.35452

|   | 2009 - 2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|---|-----------------------------|---------|--------|-------------|
| <b>HOUSEHOLDS WITH HOUSEHOLDER AGE 65+ YEARS BY INCOME</b>          |                             |         |        |             |
| <b>Total</b>  | 473                         | 100.0%  | 71     | High        |
| Less than \$10,000  | 78                          | 16.5%   | 53     | Low         |
| \$10,000 to \$14,999  | 121                         | 25.6%   | 41     | High        |
| \$15,000 to \$19,999  | 43                          | 9.1%    | 26     | High        |
| \$20,000 to \$24,999  | 27                          | 4.7%    | 15     | High        |
| \$25,000 to \$29,999  | 61                          | 12.9%   | 36     | High        |
| \$30,000 to \$34,999  | 29                          | 6.1%    | 24     | High        |
| \$35,000 to \$39,999  | 35                          | 7.6%    | 19     | High        |
| \$40,000 to \$44,999  | 15                          | 3.2%    | 30     | High        |
| \$45,000 to \$49,999  | 3                           | 0.6%    | 12     | High        |
| \$50,000 to \$59,999  | 29                          | 5.9%    | 21     | High        |
| \$60,000 to \$74,999  | 26                          | 5.5%    | 28     | High        |
| \$75,000 to \$99,999  | 3                           | 0.6%    | 17     | High        |
| \$100,000 to \$124,999  | 8                           | 1.7%    | 20     | High        |
| \$125,000 to \$149,999  | 0                           | 0.0%    | 0      |             |
| \$150,000 to \$199,999  | 0                           | 0.0%    | 0      |             |
| \$200,000 or more   | 0                           | 0.0%    | 0      |             |
| Median Household Income for H-Hr 65+                                | \$19,222                    |         | N/A    |             |
| Average Household Income for H-Hr 65+                               | N/A                         |         | N/A    |             |
| <b>HOUSEHOLDS BY PUBLIC ASSISTANCE INCOME IN THE PAST 12 MONTHS</b> |                             |         |        |             |
| <b>Total</b>  | 2,014                       | 100.0%  | 134    | High        |
| With public assistance income                                       | 29                          | 1.4%    | 22     | Low         |
| No public assistance income   | 1,985                       | 98.6%   | 134    | High        |
| <b>HOUSEHOLDS BY FOOD STAMPS/SNAP STATUS</b>                        |                             |         |        |             |
| <b>Total</b>  | 2,014                       | 100.0%  | 134    | High        |
| With Food Stamps/SNAP   | 673                         | 33.4%   | 105    | High        |
| With No Food Stamps/SNAP  | 1,340                       | 66.5%   | 126    | High        |
| <b>HOUSEHOLDS BY DISABILITY STATUS</b>                              |                             |         |        |             |
| <b>Total</b>  | 2,014                       | 100.0%  | 134    | High        |
| With 1+ Persons w/Disability  | 591                         | 29.3%   | 111    | High        |
| With No Person w/Disability   | 1,422                       | 70.6%   | 134    | High        |

**Data Note:** N/A means not available. Population by Ratio of Income to Poverty Level represents persons for whom poverty status is determined. Household income represents income in 2013, adjusted for inflation.

**2009-2013 ACS Estimate:** The American Community Survey (ACS) replaces census sample data. Esri is releasing the 2009-2013 ACS estimates, five-year period data collected monthly from January 1, 2009 through December 31, 2013. Although the ACS includes many of the subjects previously covered by the decennial census sample, there are significant differences between the two surveys including fundamental differences in survey design and residency rules.

**Margin of error (MOE):** The MOE is a measure of the variability of the estimate due to sampling error. MOEs enable the data user to measure the range of uncertainty for each estimate with 90 percent confidence. The range of uncertainty is called the confidence interval, and it is calculated by taking the estimate +/- the MOE. For example, if the ACS reports an estimate of 100 with an MOE of +/- 20, then you can be 90 percent certain the value for the whole population falls between 80 and 120.

**Reliability:** These symbols represent threshold values that Esri has established from the Coefficients of Variation (CV) to designate the usability of the estimates. The CV measures the amount of sampling error relative to the size of the estimate, expressed as a percentage.

- High Reliability: Small CVs (less than or equal to 12 percent) are flagged green to indicate that the sampling error is small relative to the estimate and the estimate is reasonably reliable.
- Medium Reliability: Estimates with CVs between 12 and 40 are flagged yellow—use with caution.
- Low Reliability: Large CVs (over 40 percent) are flagged red to indicate that the sampling error is large relative to the estimate. The estimate is considered very unreliable.

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

July 31, 2015

10/1/2015

10/1/2015

Appendix G: Demographic and Income Profile 1 mile radius of subject properties



Demographic and Income Profile

565 - 1st Ave, Hickory, North Carolina, 28602  
 Ring - 1 mile radius

Population: 5,102  
 Households: 1,213

| Summary                                | Census 2010 | 2015         | 2020            |
|--|-------------|--------------|-----------------|
| Population                             | 5,066       | 5,102        | 5,152           |
| Households                             | 1,176       | 1,200        | 1,213           |
| Families                               | 1,213       | 1,209        | 1,213           |
| Average Household Size                 | 2.92        | 2.91         | 2.91            |
| Owner Occupied Housing Units           | 989         | 989          | 987             |
| Renter Occupied Housing Units          | 1,213       | 1,209        | 1,213           |
| Median Age                             | 35.0        | 35.3         | 35.6            |
| <b>Trends: 2015 - 2020 Annual Rate</b> | <b>Area</b> | <b>State</b> | <b>National</b> |
| Population                             | 0.15%       | 1.10%        | 0.72%           |
| Households                             | 0.20%       | 1.17%        | 0.77%           |
| Families                               | 0.07%       | 1.05%        | 0.85%           |
| Owner Units                            | -0.04%      | 1.05%        | 0.70%           |
| Median Household Income                | 1.27%       | 2.85%        | 2.66%           |

| Households by Income     | 2015     |         | 2020     |         |
|--------------------------|----------|---------|----------|---------|
|                          | Number   | Percent | Number   | Percent |
| <\$5,000                 | 477      | 21.4%   | 409      | 22.4%   |
| \$5,000 - \$74,999       | 489      | 22.2%   | 468      | 26.0%   |
| \$75,000 - \$14,999      | 404      | 18.4%   | 368      | 18.6%   |
| \$15,000 - \$24,999      | 332      | 15.1%   | 340      | 15.7%   |
| \$25,000 - \$40,999      | 237      | 13.0%   | 290      | 13.1%   |
| \$40,000 - \$74,999      | 147      | 6.6%    | 155      | 9.2%    |
| \$75,000 - \$99,999      | 91       | 4.1%    | 112      | 5.0%    |
| \$100,000 - \$149,999    | 10       | 0.5%    | 17       | 0.8%    |
| \$150,000 - \$199,999    | 16       | 0.7%    | 18       | 0.8%    |
| \$200,000+               |          |         |          |         |
| Median Household Income  | \$27,361 |         | \$32,239 |         |
| Average Household Income | \$39,277 |         | \$42,603 |         |
| Per Capita Income        | \$16,967 |         | \$18,511 |         |

| Population by Age | Census 2010 |         | 2015   |         | 2020   |         |
|-------------------|-------------|---------|--------|---------|--------|---------|
|                   | Number      | Percent | Number | Percent | Number | Percent |
| 0 - 4             | 401         | 7.9%    | 379    | 7.4%    | 392    | 7.6%    |
| 5 - 9             | 366         | 7.2%    | 333    | 6.5%    | 335    | 6.5%    |
| 10 - 14           | 303         | 6.0%    | 257    | 5.0%    | 225    | 4.4%    |
| 15 - 19           | 317         | 6.2%    | 307    | 6.0%    | 308    | 6.0%    |
| 20 - 24           | 271         | 5.3%    | 264    | 5.2%    | 417    | 8.1%    |
| 25 - 34           | 717         | 14.2%   | 707    | 13.9%   | 727    | 14.1%   |
| 35 - 44           | 600         | 11.8%   | 672    | 13.2%   | 605    | 11.7%   |
| 45 - 54           | 600         | 11.8%   | 637    | 12.5%   | 647    | 12.6%   |
| 55 - 64           | 503         | 10.0%   | 335    | 6.6%    | 390    | 7.6%    |
| 65 - 74           | 139         | 2.7%    | 421    | 8.3%    | 451    | 8.8%    |
| 75 - 84           | 234         | 4.6%    | 245    | 4.8%    | 238    | 4.6%    |
| 85+               | 61          | 1.2%    | 63     | 1.2%    | 90     | 1.7%    |

| Race and Ethnicity           | Census 2010 |         | 2015   |         | 2020   |         |
|------------------------------|-------------|---------|--------|---------|--------|---------|
|                              | Number      | Percent | Number | Percent | Number | Percent |
| White Alone                  | 3,804       | 65.2%   | 3,797  | 67.8%   | 3,684  | 69.6%   |
| Black Alone                  | 852         | 15.8%   | 882    | 17.3%   | 904    | 17.5%   |
| Asian (incl. Indian) Alone   | 20          | 0.4%    | 22     | 0.4%    | 23     | 0.4%    |
| Asian Alone                  | 244         | 4.8%    | 202    | 3.9%    | 238    | 4.6%    |
| Pacific Islander Alone       | 0           | 0.0%    | 1      | 0.0%    | 1      | 0.0%    |
| Some Other Race Alone        | 400         | 7.9%    | 317    | 6.2%    | 270    | 5.2%    |
| Two or More Races            | 186         | 3.7%    | 192    | 3.8%    | 225    | 4.4%    |
| Hispanic or Latin (Any Race) | 700         | 13.8%   | 862    | 16.9%   | 953    | 18.5%   |

Data Note: Esri's demographic statistics are based on the 2010 Census. Source: U.S. Census Bureau, Dec 2010 Summary File 1. Esri's Statistics for 2015 and 2020 are based on Esri's data model. July 27, 2015

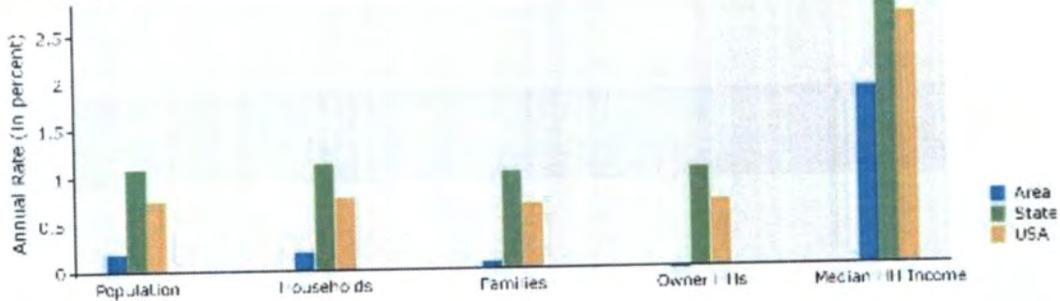


# Demographic and Income Profile

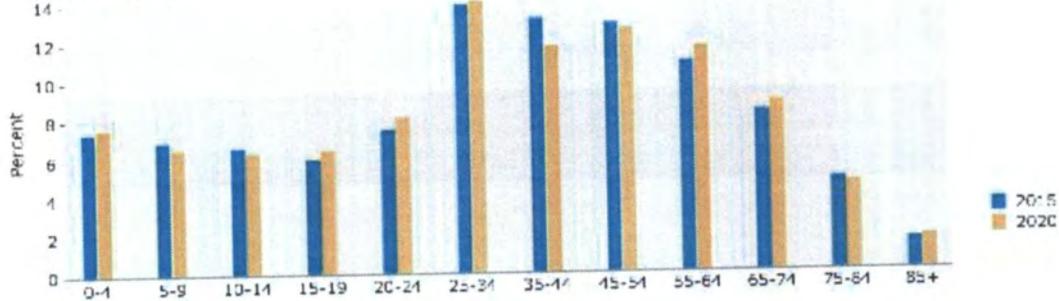
1665 1st Ave, Hickory, North Carolina, 28602  
 R ng: 1 mile radius

Latitude: 35.72930  
 Longitude: -81.30799

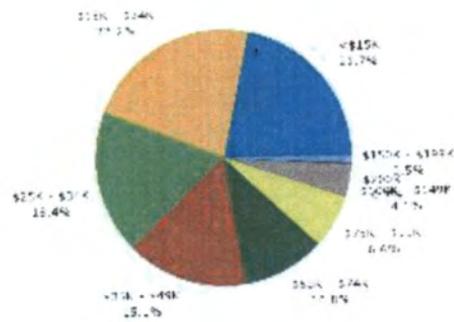
## Trends 2015-2020



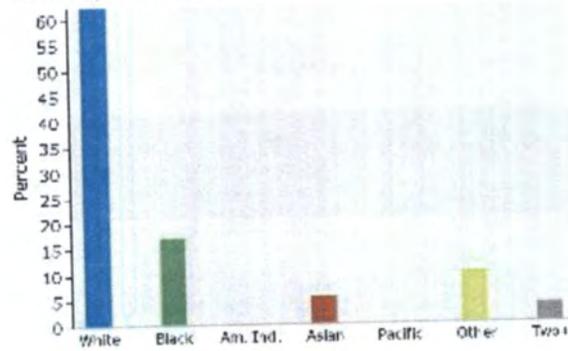
## Population by Age



## 2015 Household Income



## 2015 Population by Race



2015 Percent Hispanic Origin: 16.9%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Last forecasts for 2015 and 2020.

# Appendix H: Business Summary



## Business Summary

1665 1st Ave., Redwood, North Carolina, 28652  
 (813) 770-7400

July 30, 2015

| Data for all businesses in area   |        | 1 mile    |        |         |
|---|--------|-----------|--------|---------|
| Total businesses:   |        | 424       |        |         |
| Total employees:  |        | 5,014     |        |         |
| Total population:   |        | 1,331     |        |         |
| Total population (excluding 1 mile)   |        |           |        |         |
|   |        | Employees |        |         |
|   | Number | Percent   | Number | Percent |
| <b>by SIC Code:</b>   |        |           |        |         |
| Agg. Equip. & Repairing   | 7      | 1.7%      | 37     | 1.1%    |
| Construction  | 51     | 12.0%     | 1,137  | 34.7%   |
| Manufacturing   | 15     | 3.5%      | 74     | 1.5%    |
| Transportation  | 3      | 0.7%      | 17     | 0.3%    |
| Communications  | 5      | 1.2%      | 17     | 0.3%    |
| Other   | 35     | 8.3%      | 427    | 8.5%    |
| <b>by NAICS Code:</b>   |        |           |        |         |
| 238990 Other Nonresidential Building  | 132    | 31.4%     | 2,594  | 51.7%   |
| 238110 Residential Building   | 3      | 0.7%      | 14     | 0.3%    |
| 238210 General Nonresidential Building  | 3      | 0.7%      | 104    | 2.1%    |
| 238310 Footwear   | 24     | 5.7%      | 494    | 9.9%    |
| 238410 Auto and Other Vehicle Parts and Accessories                                 | 7      | 1.7%      | 34     | 0.7%    |
| 238510 Apparel and Accessory Shops  | 20     | 4.7%      | 1,002  | 20.0%   |
| 238610 Furniture and Home Furnishings   | 16     | 3.8%      | 270    | 5.4%    |
| 238710 Book and Printing Stores   | 11     | 2.6%      | 413    | 8.2%    |
| 238910 Miscellaneous Retail   | 32     | 7.6%      | 172    | 3.4%    |
| 239110 Retail Electronics and Computer Stores                                       | 14     | 3.3%      | 72     | 1.4%    |
| 239210 Retail Drugs and Liquor Stores   | 1      | 0.2%      | 3      | 0.1%    |
| 239310 Retail Gasoline Stores   | 7      | 1.7%      | 23     | 0.5%    |
| 239410 Retail Groceries and Supermarkets  | 10     | 2.4%      | 40     | 0.8%    |
| 239510 Retail Bakeries, Patisseries, Confectioneries and Other Amusement Activities | 124    | 29.4%     | 58     | 1.2%    |
| 239910 Other Retail   | 1      | 0.2%      | 3      | 0.1%    |
| <b>by NAICS Code:</b>   |        |           |        |         |
| 441110 Groceries and Related Products (except Meats)                                | 21     | 5.0%      | 32     | 0.6%    |
| 441210 Meat and Seafood Stores  | 4      | 1.0%      | 2      | 0.0%    |
| 441310 Bakeries and Confectioneries   | 10     | 2.4%      | 35     | 0.7%    |
| 441410 Beer, Wine and Liquor Stores   | 3      | 0.7%      | 15     | 0.3%    |
| 441510 Other Food Stores  | 4      | 1.0%      | 44     | 0.9%    |
| 442110 Retail Apparel and Clothing Stores   | 64     | 15.3%     | 142    | 2.8%    |
| 443110 Shoe Stores  | 11     | 2.6%      | 34     | 0.7%    |
| 444110 Jewelry, Precious Metals, and Gemstone Stores                                | 2      | 0.5%      | 3      | 0.1%    |
| 445110 Furniture and Home Furnishings Stores  | 7      | 1.7%      | 17     | 0.3%    |
| 446110 Electronics and Computer Stores  | 424    | 100.0%    | 6,144  | 122.0%  |

Source: Esri, Inc. 2015. Data based on Esri's Business Analyst software. Data as of July 30, 2015.

July 30, 2015

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# Appendix I: Retail Marketplace Profile



## Retail Marketplace Profile

1655 1st Ave, Hickory, North Carolina, 28602  
 Radius: 1 mile radius

Latitude: 35.97544  
 Longitude: -81.31984

| Summary Demographics                             |           |                             |                          |              |                           |                         | 5,084    |
|--|-----------|-----------------------------|--------------------------|--------------|---------------------------|-------------------------|----------|
| 2015 Population                                  |           |                             |                          |              |                           |                         | 2,191    |
| 2015 Households                                  |           |                             |                          |              |                           |                         | 423,038  |
| 2015 Median Disposable Income                    |           |                             |                          |              |                           |                         | \$16,368 |
| 2015 Per Capita Income                           |           |                             |                          |              |                           |                         |          |
| Industry Summary                                 | NAICS     | Demand<br>(Total Potential) | Supply<br>(Retail Sales) | Retail Gap   | Leakage/Surplus<br>Factor | Number of<br>Businesses |          |
| Total Retail Trade and Food & Drink              | 44-45,722 | \$26,276,536                | \$25,643,554             | -\$632,982   | -0.024                    | 77                      |          |
| Total Retail Trade                               | 44-45     | \$22,479,259                | \$21,134,236             | -\$1,345,023 | -0.060                    | 62                      |          |
| Total Food & Drink                               | 722       | \$3,797,277                 | \$4,509,317              | +\$712,040   | 0.188                     | 15                      |          |
| Industry Group                                   | NAICS     | Demand<br>(Total Potential) | Supply<br>(Retail Sales) | Retail Gap   | Leakage/Surplus<br>Factor | Number of<br>Businesses |          |
| Motor Vehicle & Parts Dealers                    | 441       | \$6,735,550                 | \$4,251,903              | -\$2,483,647 | -0.369                    | 12                      |          |
| Automobile Dealers                               | 4411      | \$5,948,509                 | \$4,556,591              | -\$1,391,918 | -0.235                    | 6                       |          |
| Other Motor Vehicle Dealers                      | 4412      | \$787,041                   | \$695,312                | -\$91,729    | -0.117                    | 3                       |          |
| Auto Parts, Accessories & Tire Stores            | 4413      | \$513,442                   | \$1,009,992              | +\$496,550   | 0.967                     | 3                       |          |
| Furniture & Home Furnishings Stores              | 442       | \$748,125                   | \$6,248,455              | +\$5,500,330 | 7.347                     | 7                       |          |
| Furniture Stores                                 | 4421      | \$426,579                   | \$6,141,497              | +\$5,714,918 | 13.400                    | 6                       |          |
| Home Furnishings Stores                          | 4422      | \$321,546                   | \$106,958                | -\$214,587   | -0.668                    | 1                       |          |
| Electronics & Appliance Stores                   | 443       | \$679,545                   | \$752,723                | +\$73,178    | 0.108                     | 3                       |          |
| Udip Materials, Stores & Equip. B. Supply Stores | 444       | \$1,007,422                 | \$9,532,411              | +\$8,524,989 | 8.447                     | 2                       |          |
| Ring Material & Supplies Dealers                 | 4441      | \$546,391                   | \$5,532,411              | +\$4,986,020 | 9.123                     | 2                       |          |
| Lawn & Garden Equip. & Supply Stores             | 4442      | \$461,031                   | \$0                      | -\$461,031   | -100.0                    | 0                       |          |
| Food & Beverage Stores                           | 445       | \$5,172,779                 | \$2,272,993              | -\$2,899,786 | -0.561                    | 6                       |          |
| Grocery Stores                                   | 4451      | \$4,573,172                 | \$1,910,532              | -\$2,662,640 | -0.582                    | 5                       |          |
| Specialty Food Stores                            | 4452      | \$60,607                    | \$0                      | -\$60,607    | -100.0                    | 0                       |          |
| Baker, Wine & Liquor Stores                      | 4453      | \$179,000                   | \$0                      | -\$179,000   | -100.0                    | 2                       |          |
| Health & Personal Care Stores                    | 446,4461  | \$2,086,550                 | \$522,012                | -\$1,564,538 | -0.750                    | 1                       |          |
| Cosmetics Stores                                 | 447,4471  | \$1,515,825                 | \$8,511,135              | +\$6,995,310 | 4.616                     | 1                       |          |
| Clothing & Clothing Accessories Stores           | 448       | \$2,067,734                 | \$1,076,050              | -\$991,684   | -0.480                    | 6                       |          |
| Clothing Stores                                  | 4481      | \$1,456,530                 | \$1,332,337              | -\$124,193   | -0.085                    | 4                       |          |
| Shoe Stores                                      | 4482      | \$299,443                   | \$73,713                 | -\$225,730   | -0.754                    | 1                       |          |
| Jewelry, Luggage & Leather Goods Stores          | 4483      | \$316,761                   | \$108,767                | -\$207,994   | -0.657                    | 1                       |          |
| Sporting Goods, Hobby, Book & Music Stores       | 451       | \$728,514                   | \$801,194                | +\$72,680    | 0.100                     | 3                       |          |
| Sporting Goods/Hobby/Music Inst. Stores          | 4511      | \$538,058                   | \$591,194                | +\$53,136    | 0.099                     | 3                       |          |
| Book, Periodical & Music Stores                  | 4512      | \$189,756                   | \$0                      | -\$189,756   | -100.0                    | 0                       |          |
| General Merchandise Stores                       | 452       | \$6,773,050                 | \$1,052,437              | -\$5,720,613 | -0.845                    | 2                       |          |
| Department Stores Excluding Local Dept.          | 4521      | \$2,063,634                 | \$93,168                 | -\$1,970,466 | -0.955                    | 1                       |          |
| Other General Merchandise Stores                 | 4522      | \$4,709,417                 | \$992,269                | -\$3,717,148 | -0.789                    | 1                       |          |
| Miscellaneous Store Retailers                    | 453       | \$835,547                   | \$2,409,708              | +\$1,574,161 | 1.883                     | 14                      |          |
| Florists   | 4531      | \$19,376                    | \$55,761                 | +\$36,385    | 1.880                     | 1                       |          |
| Office Supplies, Stationery & Gift Stores        | 4532      | \$226,024                   | \$1,058,781              | +\$832,757   | 3.680                     | 2                       |          |
| Used Merchandise Stores                          | 4533      | \$136,221                   | \$26,393                 | -\$109,828   | -0.799                    | 2                       |          |
| Other Miscellaneous Store Retailers              | 4539      | \$474,070                   | \$1,047,780              | +\$573,710   | 1.210                     | 9                       |          |
| Nonstore Retailers                               | 454       | \$1,766,748                 | \$2,560,520              | +\$793,772   | 0.449                     | 3                       |          |
| Electronic Shopping & Mail-Order Houses          | 4541      | \$1,250,199                 | \$0                      | -\$1,250,199 | -100.0                    | 0                       |          |
| Vending Machine Operators                        | 4542      | \$79,659                    | \$0                      | -\$79,659    | -100.0                    | 0                       |          |
| Direct Selling Establishments                    | 4543      | \$436,890                   | \$2,560,520              | +\$2,123,630 | 4.863                     | 2                       |          |
| Food Services & Drinking Places                  | 722       | \$3,797,277                 | \$8,509,317              | +\$4,712,040 | 1.241                     | 15                      |          |
| Full-Service Restaurants                         | 7221      | \$1,702,557                 | \$2,573,071              | +\$870,514   | 0.511                     | 6                       |          |
| Limited-Service Eating Places                    | 7222      | \$2,094,720                 | \$5,936,246              | +\$3,841,526 | 1.834                     | 7                       |          |
| Special Food Services                            | 7223      | \$99,000                    | \$0                      | -\$99,000    | -100.0                    | 0                       |          |
| Drinking Places - Alcoholic Beverages            | 7224      | \$255,120                   | \$275,569                | +\$20,449    | 0.080                     | 2                       |          |

**Data Note:** Supply (Retail Sales) estimates include sales for manufacturers. Sales for businesses are excluded. Demand (Total Potential) estimates are based on estimates of retail and wholesale consumption. Supply and demand estimates are in current dollars. The leakage/surplus factor presents a snapshot of retail opportunity. This is a measure of the relationship between supply and demand that ranges from +100 (total leakage) to -100 (total surplus). A positive value represents leakage of retail opportunity outside the trade area. A negative value represents a surplus of retail sales, a market where customers are drawn in from outside the trade area. The Retail Gap measures the difference between the demand and retail sales. For each NAICS industry, leakage/surplus factor is calculated to classify businesses by their primary type of economic activity. Retail establishments are classified into 72 industry groups in the Retail Trade sector, as well as by industry groups within the Food Services & Drinking Establishments subsector. For more information on the Retail Marketplace data, please view the methodology statement at <http://www.cesr.com/research>.

**Source:** Esri, Inc. Data & Analytics. Copyright 2015 Esri & Business, Inc. All rights reserved.

July 30, 2015

Map created by Esri. Copyright 2015 Esri & Business, Inc. All rights reserved.



# Appendix J: Retail Market Potential



## Retail Market Potential

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.72799  
 Longitude: -81.34799

|   | 2015                                 | 2020                         |            |
|---|--------------------------------------|------------------------------|------------|
| <b>Demographic Summary</b>                          |                                      |                              |            |
| Population  | 5,103                                | 5,157                        |            |
| Population 18+                                      | 2,852                                | 2,908                        |            |
| Households  | 2,200                                | 2,222                        |            |
| Median household income                             | \$27,561                             | \$32,238                     |            |
| <b>Product/Consumer Behavior</b>                    |                                      |                              |            |
|   | <b>Expected Number of Adults/HHs</b> | <b>Percent of Adults/HHs</b> | <b>MPI</b> |
| <b>Apparel (Adults)</b>                             |                                      |                              |            |
| Bought any men's clothing in last 12 months         | 1,777                                | 46.1%                        | 98         |
| Bought any women's clothing in last 12 months       | 1,636                                | 44.0%                        | 98         |
| Bought clothing for child 13 years in last 6 months | 987                                  | 24.9%                        | 80         |
| Bought any shoes in last 12 months                  | 1,933                                | 50.2%                        | 92         |
| Bought costume, mask in last 12 months              | 687                                  | 17.8%                        | 88         |
| Bought any fine jewelry in last 12 months           | 613                                  | 16.4%                        | 85         |
| Bought watch in last 12 months                      | 291                                  | 7.6%                         | 66         |
| <b>Automobiles (Households)</b>                     |                                      |                              |            |
| HH owns/leases any vehicle                          | 1,750                                | 79.5%                        | 94         |
| HH bought/leased new vehicle last 12 mo             | 117                                  | 5.3%                         | 50         |
| <b>Automotive Aftermarket (Adults)</b>              |                                      |                              |            |
| Bought gasoline in last 6 months                    | 3,085                                | 80.1%                        | 94         |
| Bought/changed motor oil in last 12 months          | 2,001                                | 51.9%                        | 105        |
| Had tune-up in last 12 months                       | 1,147                                | 30.3%                        | 100        |
| <b>Beverages (Adults)</b>                           |                                      |                              |            |
| Drink bottled water/seltzer in last 6 months        | 2,349                                | 61.0%                        | 93         |
| Drink regular cola in last 6 months                 | 1,957                                | 50.8%                        | 111        |
| Drink beer/ale in last 6 months                     | 1,473                                | 38.2%                        | 90         |
| <b>Cameras (Adults)</b>                             |                                      |                              |            |
| Own digital point & shoot camera                    | 911                                  | 23.6%                        | 73         |
| Own digital single-lens reflex (SLR) camera         | 296                                  | 7.7%                         | 90         |
| Bought any camera in last 12 months                 | 242                                  | 6.3%                         | 87         |
| Bought memory card for camera in last 12 months     | 131                                  | 5.0%                         | 68         |
| Printed digital photos in last 12 months            | 36                                   | 2.5%                         | 74         |
| <b>Cell Phones (Adults/Households)</b>              |                                      |                              |            |
| Bought cell phone in last 12 months                 | 1,475                                | 38.3%                        | 105        |
| Have a smartphone                                   | 1,632                                | 42.4%                        | 87         |
| Have an iPhone                                      | 475                                  | 12.3%                        | 65         |
| Number of cell phones in household: 1               | 696                                  | 40.3%                        | 125        |
| Number of cell phones in household: 2               | 603                                  | 36.5%                        | 98         |
| Number of cell phones in household: 3+              | 321                                  | 14.6%                        | 58         |
| HH has cell phone only (no landline telephone)      | 1,120                                | 50.9%                        | 135        |
| <b>Computers (Households)</b>                       |                                      |                              |            |
| HH owns a computer                                  | 1,451                                | 66.4%                        | 87         |
| HH owns desktop computer                            | 654                                  | 29.7%                        | 81         |
| HH owns laptop/notebook                             | 947                                  | 43.0%                        | 84         |
| Spent <\$500 on most recent home computer           | 372                                  | 16.9%                        | 120        |
| Spent \$500-\$999 on most recent home computer      | 389                                  | 18.1%                        | 90         |
| Spent \$1,000-\$1,499 on most recent home computer  | 175                                  | 8.0%                         | 80         |
| Spent \$1,500-\$1,999 on most recent home computer  | 94                                   | 3.8%                         | 83         |
| Spent \$2,000+ on most recent home computer         | 91                                   | 4.1%                         | 107        |

**Data Note:** An MPI (Retail Potential Index) measures the relative demand of the adults or household in this statistical unit to predict certain consumer behavior or purchasing patterns measured in the U.S. An MPI of 100 represents the U.S. average.  
**Source:** These data are based upon national propensities to use various products and services, applied to local demographic demographics. Usage data were collected by the MPI in a nationally representative survey of U.S. household. For information on 2015 and 2020.

July 27, 2015



## Retail Market Potential

1665 1st Ave, Hickory, North Carolina, 28602  
 Rng: 1 mile radius

Latitude: 35.72020  
 Longitude: -81.36759

| Product/Consumer Behavior                                   | Expected Number of Adults/HHs | Percent of Adults/HHs | NPI |
|---|-------------------------------|-----------------------|-----|
| <b>Convenience Stores (Adults)</b>                          |                               |                       |     |
| Shopped at convenience store in last 6 mos                  | 2,492                         | 64.7%                 | 107 |
| Bought brewed coffee at convenience store in last 30 days   | 571                           | 14.8%                 | 57  |
| Bought cigarettes at convenience store in last 30 days      | 829                           | 21.5%                 | 164 |
| Bought gas at convenience store in last 30 days             | 1,365                         | 35.4%                 | 107 |
| Spent at convenience store in last 30 days: <\$20           | 378                           | 9.8%                  | 120 |
| Spent at convenience store in last 30 days: \$20-\$39       | 385                           | 10.0%                 | 110 |
| Spent at convenience store in last 30 days: \$40-\$50       | 326                           | 8.5%                  | 110 |
| Spent at convenience store in last 30 days: \$51-\$99       | 196                           | 5.1%                  | 117 |
| Spent at convenience store in last 30 days: \$100+          | 1,001                         | 26.0%                 | 113 |
| <b>Entertainment (Adults)</b>                               |                               |                       |     |
| Attended a movie in last 6 months                           | 2,117                         | 54.9%                 | 91  |
| Went to live theater in last 12 months                      | 369                           | 9.5%                  | 76  |
| Went to a bar/night club in last 12 months                  | 891                           | 22.9%                 | 105 |
| Dined out in last 12 months                                 | 1,391                         | 36.1%                 | 80  |
| Spambled at a casino in last 12 months                      | 499                           | 12.8%                 | 88  |
| Visited a theme park in last 12 months                      | 509                           | 13.2%                 | 73  |
| Viewed movie (video on demand) in last 30 days              | 614                           | 15.9%                 | 102 |
| Viewed TV show (video on demand) in last 30 days            | 467                           | 12.1%                 | 99  |
| Watched any pay per view TV in last 12 months               | 370                           | 9.5%                  | 73  |
| Downloaded a movie over the Internet in last 30 days        | 244                           | 6.3%                  | 96  |
| Downloaded any individual song in last 6 months             | 682                           | 17.7%                 | 80  |
| Watched a movie online in the last 30 days                  | 503                           | 13.1%                 | 96  |
| Watched a TV program online in last 30 days                 | 484                           | 12.5%                 | 93  |
| Played a video/electronic game (console) in last 12 months  | 550                           | 14.3%                 | 125 |
| Played a video/electronic game (portable) in last 12 months | 163                           | 4.2%                  | 95  |
| <b>Financial (Adults)</b>                                   |                               |                       |     |
| Have home mortgage (1st)                                    | 829                           | 21.5%                 | 68  |
| Used ATM/cash machine in last 12 months                     | 1,633                         | 42.4%                 | 97  |
| Own any stock   | 378                           | 9.8%                  | 75  |
| Own U.S. savings bond                                       | 190                           | 5.1%                  | 89  |
| Own shares in mutual fund (stock)                           | 240                           | 6.2%                  | 83  |
| Own shares in mutual fund (bonds)                           | 139                           | 3.6%                  | 73  |
| Have interest checking account                              | 764                           | 19.8%                 | 69  |
| Have non-interest checking account                          | 977                           | 25.4%                 | 90  |
| Have savings account  | 1,699                         | 44.1%                 | 82  |
| Have 401K retirement savings plan                           | 329                           | 8.5%                  | 58  |
| Own/used any credit/debit card in last 12 months            | 2,544                         | 66.0%                 | 89  |
| Avg monthly credit card expenditures: <\$111                | 471                           | 12.2%                 | 103 |
| Avg monthly credit card expenditures: \$111-\$225           | 168                           | 4.4%                  | 67  |
| Avg monthly credit card expenditures: \$226-\$450           | 730                           | 18.8%                 | 64  |
| Avg monthly credit card expenditures: \$451-\$700           | 196                           | 5.1%                  | 93  |
| Avg monthly credit card expenditures: \$701-\$1,000         | 130                           | 3.4%                  | 78  |
| Avg monthly credit card expenditures: \$1,001+              | 219                           | 5.7%                  | 62  |
| Did banking online in last 12 months                        | 932                           | 24.2%                 | 69  |
| Did banking on mobile device in last 12 months              | 297                           | 7.7%                  | 74  |
| Paid bills online in last 12 months                         | 1,354                         | 35.1%                 | 84  |

**Data Note:** An NPI (Market Potential Index) measures the relative likelihood of the adults or households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An NPI of 100 represents the U.S. average.  
**Source:** These data are based upon national probabilities for use various products and services, applied to local demographic composition. Based on data collected by C/I/NRI in a nationally representative survey of U.S. households. See forecasts for 2015 and 2020.

July 07, 2015

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## Retail Market Potential

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

Latitude: 35.7288  
 Longitude: -81.3478

| Product/Consumer Behavior   | Expected Number of Adults/HHs | Percent of Adults/HHs | NPI |
|---|-------------------------------|-----------------------|-----|
| <b>Grocery (Adults)</b>   |                               |                       |     |
| Used meat (fresh/frozen) in last 6 months                         | 2,827                         | 73.2%                 | 102 |
| Used bread in last 6 months                                       | 3,639                         | 94.4%                 | 99  |
| Used chicken (fresh or frozen) in last 6 mos                      | 2,672                         | 69.3%                 | 97  |
| Used turkey (fresh or frozen) in last 6 mos                       | 703                           | 18.2%                 | 100 |
| Used fish/seafood (fresh or frozen) in last 6 months              | 2,019                         | 52.4%                 | 94  |
| Used fresh fruit/vegetables in last 6 months                      | 3,243                         | 84.2%                 | 97  |
| Used fresh milk in last 6 months                                  | 3,473                         | 90.2%                 | 100 |
| Used organic food in last 6 months                                | 706                           | 18.2%                 | 93  |
| <b>Health (Adults)</b>  |                               |                       |     |
| Exercise at home 2+ times per week                                | 971                           | 25.2%                 | 88  |
| Exercise at club 2+ times per week                                | 360                           | 9.3%                  | 72  |
| Visited a doctor in last 12 months                                | 2,797                         | 72.6%                 | 96  |
| Used vitamin/dietary supplement in last 6 months                  | 1,378                         | 36.7%                 | 91  |
| <b>Home (Households)</b>  |                               |                       |     |
| Any home improvement in last 12 months                            | 423                           | 19.2%                 | 70  |
| Used housekeeper/maid/professional HH cleaning service in last 12 | 183                           | 8.4%                  | 64  |
| Purchased low ticket HH furnishings in last 12 months             | 311                           | 14.1%                 | 91  |
| Purchased big ticket HH furnishings in last 12 months             | 395                           | 18.0%                 | 85  |
| Purchased bedding/bath goods in last 12 months                    | 1,074                         | 48.8%                 | 92  |
| Purchased cooking/serving products in last 12 months              | 766                           | 32.2%                 | 87  |
| Bought any small kitchen appliance in last 12 months              | 434                           | 20.6%                 | 93  |
| Bought any large kitchen appliance in last 12 months              | 253                           | 11.5%                 | 89  |
| <b>Insurance (Adults/Households)</b>                              |                               |                       |     |
| Currently carry life insurance                                    | 1,490                         | 36.7%                 | 89  |
| Carry medical/hospital/accident insurance                         | 2,248                         | 58.3%                 | 91  |
| Carry homeowner insurance   | 1,476                         | 36.3%                 | 90  |
| Carry renter's insurance  | 377                           | 8.5%                  | 115 |
| Have auto insurance: 1 vehicle in household covered               | 873                           | 39.7%                 | 127 |
| Have auto insurance: 2 vehicles in household covered              | 493                           | 22.4%                 | 80  |
| Have auto insurance: 3+ vehicles in household covered             | 250                           | 11.4%                 | 92  |
| <b>Pets (Households)</b>  |                               |                       |     |
| Household owns any pet  | 1,082                         | 49.2%                 | 92  |
| Household owns any cat  | 517                           | 23.3%                 | 107 |
| Household owns any dog  | 724                           | 32.9%                 | 83  |
| <b>Psychographics (Adults)</b>                                    |                               |                       |     |
| Buying American is important to me                                | 1,872                         | 48.6%                 | 113 |
| Usually buy items on credit rather than wait                      | 450                           | 11.7%                 | 103 |
| Usually buy based on quality - not price                          | 683                           | 17.7%                 | 99  |
| Price is usually more important than brand name                   | 1,152                         | 29.9%                 | 109 |
| Usually use coupons for brands I buy often                        | 779                           | 20.2%                 | 107 |
| Am interested in how to help the environment                      | 719                           | 18.7%                 | 112 |
| Usually pay more for environ safe product                         | 476                           | 12.4%                 | 98  |
| Usually value green products over convenience                     | 424                           | 11.0%                 | 108 |
| Likely to buy a brand that supports a charity                     | 1,292                         | 33.5%                 | 98  |
| <b>Reading (Adults)</b>   |                               |                       |     |
| Bought digital book in last 12 months                             | 415                           | 10.8%                 | 97  |
| Bought hardcover book in last 12 months                           | 795                           | 20.6%                 | 92  |
| Bought paperback book in last 12 months                           | 1,143                         | 29.7%                 | 88  |
| Read any daily newspaper (paper version)                          | 1,015                         | 26.3%                 | 94  |
| Read any digital newspaper in last 30 days                        | 1,146                         | 29.7%                 | 95  |
| Read any magazine (paper/electronic version) in last 6 months     | 3,424                         | 88.5%                 | 98  |

**Data Note:** An NPI (Market Potential Index) measures the relative likelihood of the adults or households in the specified geographic area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An NPI of 100 represents the U.S. average.

**Source:** These data are based upon national probabilities for use various products and services, applied to local demographic composition. Data source: Ipsos, Inc. by CACI, Inc. in a nationally representative survey of U.S. households. For forecasts for 2015 and 2016.

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## Retail Market Potential

1665 1st Ave, Hickory, North Carolina, 28602  
 Ring: 1 mile radius

ZIP Code: 28602  
 County: Iredell, NC

| Product/Consumer Behavior                                      | Expected Number of Adults/HHs | Percent of Adults/HHs | MPI |
|--|-------------------------------|-----------------------|-----|
| <b>Restaurants (Adults)</b>                                    |                               |                       |     |
| Went to family restaurant/steak house in last 6 months         | 2,771                         | 71.9%                 | 95  |
| Went to family restaurant/steak house: 4+ times a month        | 868                           | 22.5%                 | 78  |
| Went to fast food/drive-in restaurant in last 6 months         | 3,502                         | 90.9%                 | 101 |
| Went to fast food/drive-in restaurant 9+ times/mo              | 1,554                         | 40.3%                 | 100 |
| Fast food/drive-in last 6 months: eat in                       | 1,344                         | 34.9%                 | 96  |
| Fast food/drive-in last 6 months: home delivery                | 383                           | 9.8%                  | 127 |
| Fast food/drive-in last 6 months: take-out/drive-thru          | 1,811                         | 47.0%                 | 100 |
| Fast food/drive-in last 6 months: take-out/walk-in             | 699                           | 18.1%                 | 93  |
| <b>Television &amp; Electronics (Adults/Households)</b>        |                               |                       |     |
| Own any e-reader/tablet  | 588                           | 15.3%                 | 72  |
| Own any portable MP3 player                                    | 1,162                         | 30.2%                 | 90  |
| HH owns 1 TV   | 546                           | 24.8%                 | 123 |
| HH owns 2 TVs  | 573                           | 26.0%                 | 99  |
| HH owns 3 TVs  | 453                           | 20.6%                 | 96  |
| HH owns 4+ TVs   | 330                           | 15.0%                 | 76  |
| HH subscribes to cable TV                                      | 1,213                         | 55.1%                 | 108 |
| HH subscribes to fiber optic                                   | 94                            | 4.3%                  | 65  |
| HH has satellite dish  | 399                           | 18.1%                 | 71  |
| HH owns DVD/Blu-ray player                                     | 1,291                         | 58.7%                 | 95  |
| HH owns camcorder  | 215                           | 9.3%                  | 63  |
| HH owns portable GPS navigation device                         | 410                           | 18.6%                 | 68  |
| HH purchased video game system in last 12 mos                  | 159                           | 7.2%                  | 78  |
| HH owns Internet video device for TV                           | 79                            | 3.6%                  | 82  |
| <b>Travel (Adults)</b>   |                               |                       |     |
| Domestic travel in last 12 months                              | 1,370                         | 35.6%                 | 71  |
| Took 3+ domestic non-business trips in last 12 months          | 400                           | 10.4%                 | 82  |
| Spent on domestic vacations in last 12 months: <\$1,000        | 317                           | 8.2%                  | 73  |
| Spent on domestic vacations in last 12 months: \$1,000-\$1,499 | 216                           | 5.6%                  | 93  |
| Spent on domestic vacations in last 12 months: \$1,500-\$1,999 | 80                            | 2.1%                  | 59  |
| Spent on domestic vacations in last 12 months: \$2,000-\$2,999 | 103                           | 2.7%                  | 70  |
| Spent on domestic vacations in last 12 months: \$3,000+        | 113                           | 2.9%                  | 54  |
| Domestic travel in the 12 months: used general travel website  | 201                           | 5.2%                  | 74  |
| Foreign travel in last 3 years                                 | 518                           | 13.4%                 | 57  |
| Took 3+ foreign trips by plane in last 3 years                 | 102                           | 2.6%                  | 61  |
| Spent on foreign vacations in last 12 months: <\$1,000         | 110                           | 2.9%                  | 68  |
| Spent on foreign vacations in last 12 months: \$1,000-\$2,999  | 74                            | 1.9%                  | 63  |
| Spent on foreign vacations in last 12 months: \$3,000+         | 120                           | 3.1%                  | 63  |
| Foreign travel in last 3 years: used general travel website    | 149                           | 3.8%                  | 71  |
| Nights spent in hotel/motel in last 12 months: any             | 1,196                         | 31.0%                 | 75  |
| Took cruise of more than one day in last 3 years               | 252                           | 6.5%                  | 75  |
| Member of any frequent flyer program                           | 420                           | 10.9%                 | 65  |
| Member of any hotel rewards program                            | 348                           | 9.0%                  | 64  |

**Data Note:** An MPI (Market Potential Index) measures the relative likelihood of the adults in households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.

**Source:** These data are based upon national propensity to use various products and services, applied to local demographic composition. Base data were collected by C.A. Nielsen in a nationally representative survey of U.S. households. See forecasts for 2015 and 2020.

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Appendix K: Market Profile



**Market Profile**

1665 1st Ave, Hickory, North Carolina, 28602  
 Range: 1 mile radius

1,498,141 (2010)  
 1,492,472 (2015)

|                                | 1 mile    |
|--------------------------------|-----------|
| <b>Population Summary</b>      |           |
| 2000 Total Population          | 5,348     |
| 2010 Total Population          | 5,006     |
| 2015 Total Population          | 5,102     |
| 2015 Group Quarters            | 17        |
| 2020 Total Population          | 5,152     |
| 2015-2020 Annual Rate          | 0.19%     |
| <b>Household Summary</b>       |           |
| 2000 Households                | 2,299     |
| 2000 Average Household Size    | 2.34      |
| 2010 Households                | 2,179     |
| 2010 Average Household Size    | 2.179     |
| 2015 Households                | 2,332     |
| 2015 Average Household Size    | 2.200     |
| 2020 Households                | 2,321     |
| 2020 Average Household Size    | 2.222     |
| 2015-2020 Annual Rate          | 0.22%     |
| 2010 Families                  | 1,215     |
| 2010 Average Family Size       | 3.03      |
| 2015 Families                  | 1,209     |
| 2015 Average Family Size       | 3.07      |
| 2020 Families                  | 1,213     |
| 2020 Average Family Size       | 3.07      |
| 2015-2020 Annual Rate          | 0.07%     |
| <b>Housing Unit Summary</b>    |           |
| 2000 Housing Units             | 2,480     |
| Owner-Occupied Housing Units   | 43.3%     |
| Renter-Occupied Housing Units  | 46.6%     |
| Vacant Housing Units           | 7.7%      |
| 2010 Housing Units             | 2,521     |
| Owner-Occupied Housing Units   | 36.3%     |
| Renter-Occupied Housing Units  | 48.1%     |
| Vacant Housing Units           | 13.6%     |
| 2015 Housing Units             | 2,566     |
| Owner-Occupied Housing Units   | 35.2%     |
| Renter-Occupied Housing Units  | 52.5%     |
| Vacant Housing Units           | 4.3%      |
| 2020 Housing Units             | 2,505     |
| Owner-Occupied Housing Units   | 34.6%     |
| Renter-Occupied Housing Units  | 50.7%     |
| Vacant Housing Units           | 14.7%     |
| <b>Median Household Income</b> |           |
| 2015                           | \$77,561  |
| 2020                           | \$80,238  |
| <b>Median Home Value</b>       |           |
| 2015                           | \$125,308 |
| 2020                           | \$170,053 |
| <b>Per Capita Income</b>       |           |
| 2015                           | \$16,352  |
| 2020                           | \$18,311  |
| <b>Median Age</b>              |           |
| 2010                           | 35.9      |
| 2015                           | 36.3      |
| 2020                           | 35.8      |

**Data Note:** Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. For Statistics for 2015 and 2020, For Statistical Census 2000 data into 2010 quarterly.

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## Market Profile

1665 1st Ave, Hickory, North Carolina, 28602  
 Radius: 1 mile radius

Latitude: 35.72490  
 Longitude: -81.36799

|   | 1 mile    |
|---|-----------|
| <b>2015 Households by Income</b>                  |           |
| Household Income Base                             | 2,200     |
| <\$15,000   | 21.7%     |
| \$15,000 - \$24,999                               | 22.2%     |
| \$25,000 - \$34,999                               | 18.4%     |
| \$35,000 - \$49,999                               | 15.1%     |
| \$50,000 - \$74,999                               | 10.8%     |
| \$75,000 - \$99,999                               | 6.6%      |
| \$100,000 - \$149,999                             | 4.1%      |
| \$150,000 - \$199,999                             | 0.5%      |
| \$200,000+  | 0.7%      |
| Average Household Income                          | \$38,277  |
| <b>2020 Households by Income</b>                  |           |
| Household Income Base                             | 2,222     |
| <\$15,000   | 22.0%     |
| \$15,000 - \$24,999                               | 18.0%     |
| \$25,000 - \$34,999                               | 16.6%     |
| \$35,000 - \$49,999                               | 15.7%     |
| \$50,000 - \$74,999                               | 13.1%     |
| \$75,000 - \$99,999                               | 8.3%      |
| \$100,000 - \$149,999                             | 5.0%      |
| \$150,000 - \$199,999                             | 0.5%      |
| \$200,000+  | 0.6%      |
| Average Household Income                          | \$42,803  |
| <b>2015 Owner Occupied Housing Units by Value</b> |           |
| Total   | 903       |
| <\$50,000   | 5.5%      |
| \$50,000 - \$99,999                               | 41.3%     |
| \$100,000 - \$149,999                             | 29.2%     |
| \$150,000 - \$199,999                             | 10.5%     |
| \$200,000 - \$249,999                             | 5.1%      |
| \$250,000 - \$299,999                             | 2.9%      |
| \$300,000 - \$399,999                             | 2.1%      |
| \$400,000 - \$499,999                             | 0.9%      |
| \$500,000 - \$749,999                             | 1.1%      |
| \$750,000 - \$999,999                             | 0.6%      |
| \$1,000,000 +                                     | 0.4%      |
| Average Home Value                                | \$125,936 |
| <b>2020 Owner Occupied Housing Units by Value</b> |           |
| Total   | 901       |
| <\$50,000   | 5.2%      |
| \$50,000 - \$99,999                               | 36.4%     |
| \$100,000 - \$149,999                             | 20.8%     |
| \$150,000 - \$199,999                             | 13.3%     |
| \$200,000 - \$249,999                             | 8.2%      |
| \$250,000 - \$299,999                             | 5.1%      |
| \$300,000 - \$399,999                             | 3.7%      |
| \$400,000 - \$499,999                             | 2.0%      |
| \$500,000 - \$749,999                             | 3.7%      |
| \$750,000 - \$999,999                             | 1.2%      |
| \$1,000,000 +                                     | 0.3%      |
| Average Home Value                                | \$170,111 |

**Data Note:** Income represents the preceding year, unadjusted to asset classes. Fiscal characteristics include wages and salary payments, interest dividends, net rents, pensions, 529 and college payments, child support, and alimony.  
**Source:** U.S. Census Bureau, Census 2010 Summary File 1, Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.

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## Market Profile

1665 1st Ave, Hickory, North Carolina, 28602  
 Rings: 1 mile radii

Latitude: 35.7210  
 Longitude: -81.32799

|                               | 1 mile |
|-------------------------------|--------|
| <b>2010 Population by Age</b> |        |
| Total                         | 5,061  |
| 0 - 4                         | 7.9%   |
| 5 - 9                         | 7.2%   |
| 10 - 14                       | 6.0%   |
| 15 - 24                       | 13.5%  |
| 25 - 34                       | 14.7%  |
| 35 - 44                       | 13.8%  |
| 45 - 54                       | 13.0%  |
| 55 - 64                       | 11.1%  |
| 65 - 74                       | 7.1%   |
| 75 - 84                       | 4.6%   |
| 85 +                          | 1.6%   |
| 18 +                          | 75.2%  |
| <b>2015 Population by Age</b> |        |
| Total                         | 5,103  |
| 0 - 4                         | 7.4%   |
| 5 - 9                         | 6.5%   |
| 10 - 14                       | 6.6%   |
| 15 - 24                       | 13.5%  |
| 25 - 34                       | 13.9%  |
| 35 - 44                       | 13.2%  |
| 45 - 54                       | 12.9%  |
| 55 - 64                       | 10.9%  |
| 65 - 74                       | 6.3%   |
| 75 - 84                       | 4.8%   |
| 85 +                          | 1.6%   |
| 18 +                          | 76.5%  |
| <b>2020 Population by Age</b> |        |
| Total                         | 5,157  |
| 0 - 4                         | 7.6%   |
| 5 - 9                         | 6.5%   |
| 10 - 14                       | 6.3%   |
| 15 - 24                       | 14.5%  |
| 25 - 34                       | 14.1%  |
| 35 - 44                       | 11.7%  |
| 45 - 54                       | 12.6%  |
| 55 - 64                       | 11.6%  |
| 65 - 74                       | 8.8%   |
| 75 - 84                       | 4.6%   |
| 85 +                          | 1.7%   |
| 18 +                          | 75.9%  |
| <b>2010 Population by Sex</b> |        |
| Males                         | 2,473  |
| Females                       | 2,588  |
| <b>2015 Population by Sex</b> |        |
| Males                         | 2,507  |
| Females                       | 2,596  |
| <b>2020 Population by Sex</b> |        |
| Males                         | 2,535  |
| Females                       | 2,623  |

Source: U.S. Census Bureau, Census 2010 Summary File 1. Leri forecasts for 2015 and 2020. Leri converted Census 2000 data into 2010 geography.

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**esri**

**Market Profile**

1665 1st Ave, Hickory, North Carolina, 28602  
 Rings: 1 mile radii

Latitude: 35.72030  
 Longitude: -81.36799

|   | <b>1 mile</b> |
|---|---------------|
| <b>2010 Population by Race/Ethnicity</b>                  |               |
| Total   | 5,065         |
| White Alone   | 65.2%         |
| Black Alone   | 16.8%         |
| American Indian Alone                                     | 0.4%          |
| Asian Alone   | 4.8%          |
| Pacific Islander Alone                                    | 0.0%          |
| Some Other Race Alone                                     | 9.5%          |
| Two or More Races   | 3.3%          |
| Hispanic Origin   | 15.8%         |
| Diversity Index   | 66.5          |
| <b>2015 Population by Race/Ethnicity</b>                  |               |
| Total   | 5,103         |
| White Alone   | 62.6%         |
| Black Alone   | 17.3%         |
| American Indian Alone                                     | 0.4%          |
| Asian Alone   | 5.7%          |
| Pacific Islander Alone                                    | 0.0%          |
| Some Other Race Alone                                     | 10.1%         |
| Two or More Races   | 3.8%          |
| Hispanic Origin   | 16.9%         |
| Diversity Index   | 69.4          |
| <b>2020 Population by Race/Ethnicity</b>                  |               |
| Total   | 5,151         |
| White Alone   | 59.9%         |
| Black Alone   | 17.5%         |
| American Indian Alone                                     | 0.4%          |
| Asian Alone   | 6.6%          |
| Pacific Islander Alone                                    | 0.0%          |
| Some Other Race Alone                                     | 11.0%         |
| Two or More Races   | 4.4%          |
| Hispanic Origin   | 18.5%         |
| Diversity Index   | 72.5          |
| <b>2010 Population by Relationship and Household Type</b> |               |
| Total   | 5,066         |
| In Households   | 99.7%         |
| In Family Households                                      | 76.9%         |
| Householder   | 23.8%         |
| Spouse  | 13.7%         |
| Child   | 30.2%         |
| Other relative  | 5.5%          |
| Nonrelative   | 3.6%          |
| In Nonfamily Households                                   | 22.8%         |
| In Group Quarters   | 0.3%          |
| Institutionalized Population                              | 0.0%          |
| Noninstitutionalized Population                           | 0.3%          |

**Data Note:** Forecasts of Hispanic Origin may be of Hispanic. The Diversity Index measures the probability that two people from the same area will be from different racial/ethnic groups.  
**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.

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**Market Profile**

1665 1st Ave, Hickory, North Carolina, 28602  
 Rings: 1 mile radius

Latitude: 35.7200  
 Longitude: -81.36799

|  | <b>1 mile</b> |
|--|---------------|
| <b>2015 Population 25+ by Educational Attainment</b> |               |
| Total  | 3,342         |
| Less than 9th Grade                                  | 5.0%          |
| 9th - 12th Grade, No Diploma                         | 14.2%         |
| High School Graduate                                 | 27.3%         |
| GED/Alternative Credential                           | 5.7%          |
| Some College, No Degree                              | 25.0%         |
| Associate Degree                                     | 10.4%         |
| Bachelor's Degree                                    | 6.6%          |
| Graduate/Professional Degree                         | 4.6%          |
| <b>2015 Population 15+ by Marital Status</b>         |               |
| Total  | 4,037         |
| Never Married  | 36.1%         |
| Married  | 39.5%         |
| Widowed  | 7.2%          |
| Divorced   | 15.2%         |
| <b>2015 Civilian Population 16+ in Labor Force</b>   |               |
| Civilian Employee                                    | 95.1%         |
| Civilian Unemployed                                  | 4.8%          |
| <b>2015 Employed Population 16+ by Industry</b>      |               |
| Total  | 1,959         |
| Agriculture/Mining                                   | 0.0%          |
| Construction   | 3.2%          |
| Manufacturing  | 23.5%         |
| Wholesale Trade                                      | 5.5%          |
| Retail Trade   | 23.0%         |
| Transportation/Utilities                             | 3.2%          |
| Information  | 0.1%          |
| Finance/Insurance/Real Estate                        | 3.7%          |
| Services   | 37.0%         |
| Public Administration                                | 0.4%          |
| <b>2015 Employed Population 16+ by Occupation</b>    |               |
| Total  | 1,959         |
| White Collar   | 46.6%         |
| Management/Business/Financial                        | 8.7%          |
| Professional   | 9.5%          |
| Sales  | 18.7%         |
| Administrative Support                               | 10.9%         |
| Services   | 77.7%         |
| Blue Collar  | 31.0%         |
| Farming/Forestry/Fishing                             | 0.0%          |
| Construction/Extraction                              | 5.4%          |
| Installation/Maintenance/Repair                      | 1.8%          |
| Production   | 17.2%         |
| Transportation/Material Moving                       | 6.6%          |

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020. Esri converted Census 2000 data into 2010 geography.

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## Market Profile

1665 1st Ave, Hickory, North Carolina, 28602  
 Rings: 1 mile radii

Latitude: 35.72992  
 Longitude: -81.36794

|  | 1 mile |
|--|--------|
| <b>2010 Households by Type</b>                       |        |
| Total  | 2,180  |
| Households with 1 Person                             | 37.2%  |
| Households with 2+ People                            | 62.8%  |
| Family Households                                    | 55.7%  |
| Husband-wife Families                                | 32.2%  |
| With Related Children                                | 14.3%  |
| Other Family (No Spouse Present)                     | 23.6%  |
| Other Family with Male Householder                   | 6.2%   |
| With Related Children                                | 3.3%   |
| Other Family with Female Householder                 | 17.5%  |
| With Related Children                                | 11.6%  |
| Nonfamily Households                                 | 7.1%   |
| All Households with Children                         | 29.7%  |
| Multigenerational Households                         | 3.6%   |
| Unmarried Partner Households                         | 9.3%   |
| Male-female  | 8.1%   |
| Same-sex   | 1.1%   |
| <b>2010 Households by Size</b>                       |        |
| Total  | 2,179  |
| 1 Person Household                                   | 37.2%  |
| 2 Person Household                                   | 29.4%  |
| 3 Person Household                                   | 13.7%  |
| 4 Person Household                                   | 10.1%  |
| 5 Person Household                                   | 5.5%   |
| 6 Person Household                                   | 2.3%   |
| 7+ Person Household                                  | 1.6%   |
| <b>2010 Households by Tenure and Mortgage Status</b> |        |
| Total  | 2,179  |
| Owner Occupied                                       | 44.3%  |
| Owned with a Mortgage/Loan                           | 27.7%  |
| Owned Free and Clear                                 | 16.6%  |
| Renter Occupied                                      | 55.7%  |

**Data Note:** Households with children include any households with persons under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are newly classified as nonfamily households unless there is another member of the household related to the household. Multigenerational and unmarried partner households are reported only in the household. Estimation with block group data, which is used to estimate polygons or non-standard geography.

Source: U.S. Census Bureau, Census 2010 Summary File 1. U.S. forecasts for 2015 and 2020. U.S. converted Census 2000 data into 2010 geography.

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**esri**

**Market Profile**

1665 1st Ave, Hickory, North Carolina, 28602  
R.ngs: 1 mile radi

Latitude: 35.72020  
Longitude: -81.36799

|   |                | 1 mile   |
|---|----------------|--|
| <b>Top 3 Tapestry Segments</b>          |                |  |
|   | 1.<br>2.<br>3. | Est In Impress (11D)<br>Hardscrabble Road (SG)<br>Old and Newcomers (SP) |
| <b>2015 Consumer Spending</b>           |                |  |
| Apparel & Services: Total \$            |                | \$2,676,445  |
| Average Spent                           |                | \$1,216.57   |
| Spending Potential Index                |                | 53   |
| Computers & Accessories: Total \$       |                | \$290,525  |
| Average Spent                           |                | \$138.69   |
| Spending Potential Index                |                | 53   |
| Education: Total \$                     |                | \$1,703,175  |
| Average Spent                           |                | \$774.17   |
| Spending Potential Index                |                | 51   |
| Entertainment/Recreation: Total \$      |                | \$3,702,921  |
| Average Spent                           |                | \$1,683.15   |
| Spending Potential Index                |                | 51   |
| Food at Home: Total \$                  |                | \$6,204,059  |
| Average Spent                           |                | \$2,847.57   |
| Spending Potential Index                |                | 55   |
| Food Away from Home: Total \$           |                | \$3,750,675  |
| Average Spent                           |                | \$1,704.85   |
| Spending Potential Index                |                | 52   |
| Health Care: Total \$                   |                | \$5,344,714  |
| Average Spent                           |                | \$2,429.42   |
| Spending Potential Index                |                | 51   |
| HH Furnishings & Equipment: Total \$    |                | \$2,087,219  |
| Average Spent                           |                | \$939.54   |
| Spending Potential Index                |                | 51   |
| Investments: Total \$                   |                | \$7,518,445  |
| Average Spent                           |                | \$1,144.75   |
| Spending Potential Index                |                | 47   |
| Retail Goods: Total \$                  |                | \$29,293,760   |
| Average Spent                           |                | \$13,318.35  |
| Spending Potential Index                |                | 52   |
| Shelter: Total \$                       |                | \$18,790,359   |
| Average Spent                           |                | \$6,541.07   |
| Spending Potential Index                |                | 52   |
| TV/Video/Audio: Total \$                |                | \$1,585,151  |
| Average Spent                           |                | \$720.52   |
| Spending Potential Index                |                | 55   |
| Travel: Total \$                        |                | \$1,889,352  |
| Average Spent                           |                | \$904.25   |
| Spending Potential Index                |                | 45   |
| Vehicle Maintenance & Repairs: Total \$ |                | \$1,275,918  |
| Average Spent                           |                | \$579.95   |
| Spending Potential Index                |                | 52   |

**Data Note:** Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad product categories but do not include recreational, business, government, spending, and other business expenses. Total and Average Annual Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.  
**Source:** Consumer Spending data analyzed from the 2011 and 2012 Consumer Expenditures Surveys, Bureau of Labor Statistics, Fall.  
**Source:** U.S. Census Bureau, Census 2010 Summary File 1, with forecasts for 2015 and 2020, with converted Census 2000 data into 2010 geography.

July 07, 2015



Appendix M: American Community Survey Housing Summary Catawba County



ACS Housing Summary

Catawba County, NC  
 Catawba County, NC (37035)  
 Geography: County

|   | 2009-2013<br>ACS Estimate | Percent | MOE(±)   | Reliability |
|---|---------------------------|---------|----------|-------------|
| <b>TOTALS</b>   |                           |         |          |             |
| Total Population  | 157,432                   |         | 0        | High        |
| Total Households  | 58,531                    |         | 773      | High        |
| Total Housing Units   | 67,713                    |         | 113      | High        |
| <b>OWNER-OCCUPIED HOUSING UNITS BY VALUE</b>                    |                           |         |          |             |
| Total   | 41,531                    | 100.0%  | 717      | High        |
| Less than \$10,000  | 1,205                     | 2.9%    | 245      | Medium      |
| \$10,000 to \$14,999  | 416                       | 1.0%    | 171      | Medium      |
| \$15,000 to \$19,999  | 344                       | 0.8%    | 103      | Medium      |
| \$20,000 to \$24,999  | 419                       | 1.0%    | 130      | Medium      |
| \$25,000 to \$29,999  | 233                       | 0.6%    | 82       | Medium      |
| \$30,000 to \$34,999  | 295                       | 0.7%    | 114      | Medium      |
| \$35,000 to \$39,999  | 197                       | 0.5%    | 81       | Medium      |
| \$40,000 to \$44,999  | 167                       | 0.4%    | 110      | Medium      |
| \$45,000 to \$49,999  | 1,237                     | 3.0%    | 245      | Medium      |
| \$50,000 to \$59,999  | 1,317                     | 3.2%    | 247      | High        |
| \$60,000 to \$69,999  | 2,164                     | 5.2%    | 273      | High        |
| \$70,000 to \$79,999  | 2,695                     | 6.5%    | 297      | High        |
| \$80,000 to \$89,999  | 2,525                     | 6.1%    | 322      | High        |
| \$90,000 to \$99,999  | 5,757                     | 13.8%   | 425      | High        |
| \$100,000 to \$124,999  | 5,104                     | 12.3%   | 462      | High        |
| \$125,000 to \$149,999  | 4,402                     | 10.6%   | 462      | High        |
| \$150,000 to \$174,999  | 2,295                     | 5.5%    | 312      | High        |
| \$175,000 to \$199,999  | 2,903                     | 7.0%    | 341      | High        |
| \$200,000 to \$249,999  | 2,064                     | 5.0%    | 284      | High        |
| \$250,000 to \$299,999  | 2,594                     | 6.2%    | 287      | High        |
| \$300,000 to \$399,999  | 1,161                     | 2.8%    | 189      | High        |
| \$400,000 to \$499,999  | 1,167                     | 2.8%    | 191      | High        |
| \$500,000 to \$749,999  | 363                       | 0.9%    | 99       | Medium      |
| \$750,000 to \$999,999  | 393                       | 0.9%    | 114      | Medium      |
| \$1,000,000 or more   |                           |         |          |             |
| Median Home Value   | \$133,000                 |         | N/A      |             |
| Average Home Value  | \$177,764                 |         | \$8,399  | High        |
| <b>OWNER-OCCUPIED HOUSING UNITS BY MORTGAGE STATUS</b>          |                           |         |          |             |
| Total   | 41,531                    | 100.0%  | 717      | High        |
| Housing units with a mortgage/contract to purchase/similar debt | 26,862                    | 64.6%   | 805      | High        |
| Second mortgage only  | 1,005                     | 2.4%    | 201      | Medium      |
| Home equity loan only   | 5,031                     | 12.1%   | 431      | High        |
| Both second mortgage and home equity loan                       | 121                       | 0.3%    | 59       | Medium      |
| No second mortgage and no home equity loan                      | 20,705                    | 49.8%   | 811      | High        |
| Housing units without a mortgage                                | 14,749                    | 35.4%   | 509      | High        |
| <b>AVERAGE VALUE BY MORTGAGE STATUS</b>                         |                           |         |          |             |
| Housing units with a mortgage                                   | \$186,714                 |         | \$11,786 | High        |
| Housing units without a mortgage                                | \$161,452                 |         | \$14,010 | High        |

SOURCE: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low



## ACS Housing Summary

Catawba County, NC  
 Catawba County, NC (37035)  
 Geography: County

|  | 2009-2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|--|---------------------------|---------|--------|-------------|
| <b>RENTER-OCCUPIED HOUSING UNITS BY CONTRACT RENT</b>                  |                           |         |        |             |
| Total  | 16,902                    | 100.0%  | 875    | High        |
| With cash rent   | 15,566                    | 92.1%   | 846    | High        |
| Less than \$100  | 174                       | 1.0%    | 96     | Low         |
| \$100 to \$149   | 170                       | 1.0%    | 58     | Low         |
| \$150 to \$199   | 213                       | 1.3%    | 112    | Low         |
| \$200 to \$249   | 360                       | 2.1%    | 135    | Low         |
| \$250 to \$299   | 448                       | 2.7%    | 170    | Low         |
| \$300 to \$349   | 785                       | 4.6%    | 155    | Low         |
| \$350 to \$399   | 1,162                     | 6.8%    | 216    | Low         |
| \$400 to \$449   | 2,089                     | 12.4%   | 350    | Low         |
| \$450 to \$499   | 1,625                     | 10.0%   | 193    | Low         |
| \$500 to \$549   | 2,106                     | 12.5%   | 360    | Low         |
| \$550 to \$599   | 1,296                     | 7.7%    | 273    | Low         |
| \$600 to \$649   | 1,777                     | 10.5%   | 280    | Low         |
| \$650 to \$699   | 950                       | 5.6%    | 156    | Low         |
| \$700 to \$749   | 667                       | 3.9%    | 200    | Low         |
| \$750 to \$799   | 419                       | 2.5%    | 143    | Low         |
| \$800 to \$899   | 508                       | 3.0%    | 177    | Low         |
| \$900 to \$999   | 340                       | 2.0%    | 131    | Low         |
| \$1,000 to \$1,249   | 584                       | 3.5%    | 219    | Low         |
| \$1,250 to \$1,499   | 51                        | 0.3%    | 60     | Low         |
| \$1,500 to \$1,999   | 79                        | 0.5%    | 58     | Low         |
| \$2,000 or more  | 38                        | 0.2%    | 24     | Low         |
| No cash rent   | 1,336                     | 7.8%    | 220    | Low         |
| Median Contract Rent   | \$513                     |         | N/A    |             |
| Average Contract Rent  | \$546                     |         | 944    | Low         |
| <b>RENTER-OCCUPIED HOUSING UNITS BY INCLUSION OF UTILITIES IN RENT</b> |                           |         |        |             |
| Total  | 16,902                    | 100.0%  | 875    | High        |
| Pay extra for one or more utilities                                    | 16,247                    | 96.1%   | 834    | High        |
| No extra payment for any utilities                                     | 655                       | 3.9%    | 178    | Low         |
| <b>HOUSING UNITS BY UNITS IN STRUCTURE</b>                             |                           |         |        |             |
| Total  | 57,713                    | 100.0%  | 123    | High        |
| 1, detached  | 45,947                    | 79.6%   | 876    | High        |
| 1, attached  | 1,634                     | 2.8%    | 247    | Low         |
| 2  | 2,201                     | 3.8%    | 351    | Low         |
| 3 or 4   | 1,347                     | 2.3%    | 270    | Low         |
| 5 to 9   | 3,847                     | 6.7%    | 481    | Low         |
| 10 to 19   | 1,967                     | 3.4%    | 333    | Low         |
| 20 to 49   | 756                       | 1.3%    | 220    | Low         |
| 50 or more   | 310                       | 0.5%    | 121    | Low         |
| Mobile home  | 9,500                     | 16.5%   | 595    | Low         |
| Boat, RV, van, etc.  | 6                         | 0.0%    | 9      | Low         |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

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## ACS Housing Summary

Catawba County, NC  
 Catawba County, NC (37335)  
 Geography: County

|   | 2009-2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|---|---------------------------|---------|--------|-------------|
| <b>HOUSING UNITS BY YEAR STRUCTURE BUILT</b>                      |                           |         |        |             |
| Total   | 67,713                    | 100.0%  | 123    |             |
| Built 2010 or later   | 155                       | 0.2%    | 115    |             |
| Built 2000 to 2009  | 9,567                     | 14.1%   | 596    | High        |
| Built 1990 to 1999  | 13,375                    | 19.8%   | 720    | High        |
| Built 1980 to 1989  | 11,224                    | 16.6%   | 762    | High        |
| Built 1970 to 1979  | 11,364                    | 16.7%   | 667    | High        |
| Built 1960 to 1969  | 7,657                     | 11.2%   | 527    | High        |
| Built 1950 to 1959  | 6,389                     | 9.4%    | 553    | High        |
| Built 1940 to 1949  | 3,952                     | 5.8%    | 415    | High        |
| Built 1935 or earlier   | 3,657                     | 5.4%    | 379    | High        |
| Median Year Structure Built                                       | 1981                      |         | N/A    |             |
| <b>OCCUPIED HOUSING UNITS BY YEAR HOUSEHOLDER MOVED INTO UNIT</b> |                           |         |        |             |
| Total   | 56,513                    | 100.0%  | 770    |             |
| Owner occupied  |                           |         |        |             |
| Moved in 2010 or later  | 1,653                     | 2.9%    | 789    |             |
| Moved in 2000 to 2009   | 16,760                    | 29.6%   | 813    | High        |
| Moved in 1990 to 1999   | 10,222                    | 17.9%   | 561    | High        |
| Moved in 1980 to 1989   | 5,227                     | 8.9%    | 357    | High        |
| Moved in 1970 to 1979   | 3,549                     | 5.1%    | 327    | High        |
| Moved in 1969 or earlier  | 4,020                     | 6.9%    | 357    | High        |
| Renter occupied   |                           |         |        |             |
| Moved in 2010 or later  | 5,995                     | 10.2%   | 612    |             |
| Moved in 2000 to 2009   | 9,300                     | 15.9%   | 655    | High        |
| Moved in 1990 to 1999   | 684                       | 1.5%    | 244    | Medium      |
| Moved in 1980 to 1989   | 373                       | 0.6%    | 144    | Medium      |
| Moved in 1970 to 1979   | 160                       | 0.3%    | 80     | Medium      |
| Moved in 1969 or earlier  | 189                       | 0.3%    | 77     | Medium      |
| Median Year Householder Moved Into Unit                           | 2002                      |         | N/A    |             |
| <b>OCCUPIED HOUSING UNITS BY HOUSE HEATING FUEL</b>               |                           |         |        |             |
| Total   | 56,513                    | 100.0%  | 770    |             |
| Utility gas   | 12,073                    | 20.6%   | 574    | High        |
| Bottled, tank, or LP gas  | 1,719                     | 2.9%    | 240    | High        |
| Electricity   | 39,716                    | 67.9%   | 787    | High        |
| Fuel oil, kerosene, etc.  | 3,514                     | 5.0%    | 377    | High        |
| Coal or coke  | 0                         | 0.0%    | 29     | Low         |
| Wood  | 1,059                     | 1.8%    | 251    | Medium      |
| Solar energy  | 0                         | 0.0%    | 29     | Low         |
| Other fuel  | 74                        | 0.1%    | 57     | Low         |
| No fuel used  | 376                       | 0.6%    | 109    | Medium      |

SOURCE: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

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## ACS Housing Summary

Catawba County, NC  
 Catawba County, NC (37035)  
 Geography: County

|   | 2009-2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|---|---------------------------|---------|--------|-------------|
| <b>OCCUPIED HOUSING UNITS BY VEHICLES AVAILABLE</b> |                           |         |        |             |
| Total   | 58,513                    | 100.0%  | 770    |             |
| <b>Owner occupied</b>                               |                           |         |        |             |
| No vehicle available                                | 1,211                     | 2.1%    | 220    |             |
| 1 vehicle available                                 | 9,134                     | 15.6%   | 610    |             |
| 2 vehicles available                                | 17,469                    | 29.8%   | 715    |             |
| 3 vehicles available                                | 9,002                     | 15.4%   | 565    |             |
| 4 vehicles available                                | 3,415                     | 5.8%    | 224    |             |
| 5 or more vehicles available                        | 1,400                     | 2.4%    | 251    |             |
| <b>Renter occupied</b>                              |                           |         |        |             |
| No vehicle available                                | 2,065                     | 3.5%    | 268    |             |
| 1 vehicle available                                 | 6,405                     | 11.1%   | 681    |             |
| 2 vehicles available                                | 5,161                     | 8.8%    | 577    |             |
| 3 vehicles available                                | 957                       | 1.6%    | 215    |             |
| 4 vehicles available                                | 271                       | 0.5%    | 137    |             |
| 5 or more vehicles available                        | 40                        | 0.1%    | 37     |             |
| Average Number of Vehicles Available                | 2.0                       |         | 0.0    |             |

**Data Note:** N/A means not available.

**2009-2013 ACS Estimate:** The American Community Survey (ACS) replaces census sample data. Esri is releasing the 2009-2013 ACS estimates, five-year period data collected monthly from January 1, 2009 through December 31, 2013. Although the ACS includes many of the subjects previously covered by the decennial census sample, there are significant differences between the two surveys including fundamental differences in survey design and residency rules.

**Margin of error (MOE):** The MOE is a measure of the variability of the estimate due to sampling error. MOEs enable the data user to measure the range of uncertainty for each estimate with 90 percent confidence. The range of uncertainty is called the confidence interval, and it is calculated by taking the estimate +/- the MOE. For example, if the ACS reports an estimate of 100 with an MOE of +/- 20, then you can be 90 percent certain the value for the whole population falls between 80 and 120.

**Reliability:** These symbols represent threshold values that Esri has established from the Coefficients of Variation (CV) to designate the usability of the estimates. The CV measures the amount of sampling error relative to the size of the estimate, expressed as a percentage.

- High Reliability:** Small CVs (less than or equal to 12 percent) are flagged green to indicate that the sampling error is small relative to the estimate and the estimate is reasonably reliable.
- Medium Reliability:** Estimates with CVs between 12 and 40 are flagged yellow—use with caution.
- Low Reliability:** Large CVs (over 40 percent) are flagged red to indicate that the sampling error is large relative to the estimate. The estimate is considered very unreliable.

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: high medium low

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# Appendix N: American Community Survey Housing Summary Caldwell County



## ACS Housing Summary

Caldwell County, NC  
 Caldwell County, NC (37027)  
 Geography: County

|   | 2009-2013<br>ACS Estimate | Percent | MOE(±)   | Reliability |
|---|---------------------------|---------|----------|-------------|
| <b>TOTALS</b>   |                           |         |          |             |
| Total Population  | 92,407                    |         | 0        | High        |
| Total Households  | 31,417                    |         | 524      | High        |
| Total Housing Units   | 37,551                    |         | 60       | High        |
| <b>OWNER-OCCUPIED HOUSING UNITS BY VALUE</b>                |                           |         |          |             |
| Total   | 22,197                    | 100.0%  | 623      | High        |
| Less than \$10,000  | 634                       | 2.8%    | 142      | Medium      |
| \$10,000 to \$14,999  | 161                       | 1.2%    | 115      | Medium      |
| \$15,000 to \$19,999  | 306                       | 1.4%    | 113      | Medium      |
| \$20,000 to \$24,999  | 190                       | 0.7%    | 85       | Medium      |
| \$25,000 to \$29,999  | 427                       | 1.9%    | 133      | Medium      |
| \$30,000 to \$34,999  | 130                       | 1.0%    | 106      | Medium      |
| \$35,000 to \$39,999  | 217                       | 1.0%    | 170      | Medium      |
| \$40,000 to \$49,999  | 851                       | 3.8%    | 204      | Medium      |
| \$50,000 to \$59,999  | 1,109                     | 5.0%    | 214      | High        |
| \$60,000 to \$69,999  | 1,256                     | 5.6%    | 230      | High        |
| \$70,000 to \$79,999  | 1,499                     | 6.7%    | 253      | High        |
| \$80,000 to \$89,999  | 1,709                     | 7.7%    | 234      | High        |
| \$90,000 to \$99,999  | 1,708                     | 7.6%    | 242      | High        |
| \$100,000 to \$124,999                                      | 2,451                     | 12.5%   | 301      | High        |
| \$125,000 to \$149,999                                      | 2,304                     | 11.1%   | 323      | High        |
| \$150,000 to \$174,999                                      | 2,008                     | 9.0%    | 326      | High        |
| \$175,000 to \$199,999                                      | 1,519                     | 6.8%    | 254      | High        |
| \$200,000 to \$249,999                                      | 1,240                     | 5.5%    | 207      | High        |
| \$250,000 to \$299,999                                      | 315                       | 2.3%    | 128      | Medium      |
| \$300,000 to \$399,999                                      | 147                       | 0.6%    | 167      | Medium      |
| \$400,000 to \$499,999                                      | 286                       | 1.3%    | 97       | Medium      |
| \$500,000 to \$749,999                                      | 213                       | 0.9%    | 74       | Medium      |
| \$750,000 to \$999,999                                      | 60                        | 0.3%    | 36       | Medium      |
| \$1,000,000 or more   | 51                        | 0.4%    | 49       | Medium      |
| Median Home Value   | \$105,800                 |         | N/A      |             |
| Average Home Value  | \$132,507                 |         | \$10,564 | High        |
| <b>OWNER-OCCUPIED HOUSING UNITS BY MORTGAGE STATUS</b>      |                           |         |          |             |
| Total   | 22,197                    | 100.0%  | 623      | High        |
| Housing units with a mortgage/loan to purchase/similar debt | 13,023                    | 57.6%   | 596      | High        |
| Second mortgage only  | 610                       | 2.7%    | 121      | Medium      |
| Home equity loan only                                       | 1,931                     | 8.0%    | 266      | High        |
| Both second mortgage and home equity loan                   | 0                         | 0.0%    | 29       | Low         |
| No second mortgage and no home equity loan                  | 10,463                    | 46.3%   | 553      | High        |
| Housing units without a mortgage                            | 9,174                     | 42.4%   | 170      | High        |
| <b>AVERAGE VALUE BY MORTGAGE STATUS</b>                     |                           |         |          |             |
| Housing units with a mortgage                               | \$135,337                 |         | \$10,060 | High        |
| Housing units without a mortgage                            | \$120,650                 |         | \$12,091 | High        |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

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## ACS Housing Summary

Camel County, NC  
 Camel County, NC (37027)  
 Geography: County

|  | 2009-2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|--|---------------------------|---------|--------|-------------|
| <b>RENTER-OCCUPIED HOUSING UNITS BY CONTRACT RENT</b>                  |                           |         |        |             |
| Total  | 8,620                     | 100.0%  | 551    | High        |
| With cash rent   | 7,530                     | 85.4%   | 561    | High        |
| Less than \$100  | 106                       | 1.2%    | 70     | Low         |
| \$100 to \$149   | 112                       | 1.3%    | 75     | Low         |
| \$150 to \$199   | 58                        | 0.7%    | 44     | Low         |
| \$200 to \$249   | 322                       | 3.7%    | 127    | Medium      |
| \$250 to \$299   | 251                       | 2.8%    | 134    | Medium      |
| \$300 to \$349   | 652                       | 7.4%    | 158    | Medium      |
| \$350 to \$399   | 823                       | 9.3%    | 178    | Medium      |
| \$400 to \$449   | 1,386                     | 15.7%   | 273    | High        |
| \$450 to \$499   | 1,389                     | 15.9%   | 296    | High        |
| \$500 to \$549   | 912                       | 10.3%   | 255    | High        |
| \$550 to \$599   | 447                       | 5.1%    | 158    | Medium      |
| \$600 to \$649   | 314                       | 3.6%    | 164    | Medium      |
| \$650 to \$699   | 253                       | 2.9%    | 130    | Medium      |
| \$700 to \$749   | 184                       | 2.1%    | 103    | Medium      |
| \$750 to \$799   | 35                        | 0.4%    | 35     | Low         |
| \$800 to \$899   | 77                        | 0.9%    | 70     | Low         |
| \$900 to \$999   | 70                        | 0.8%    | 59     | Low         |
| \$1,000 to \$1,249   | 71                        | 0.8%    | 60     | Low         |
| \$1,250 to \$1,499   | 0                         | 0.0%    | 29     | Low         |
| \$1,500 to \$1,999   | 55                        | 0.6%    | 54     | Low         |
| \$2,000 or more  | 0                         | 0.0%    | 29     | Low         |
| No cash rent   | 1,280                     | 14.8%   | 258    | Medium      |
| Median Contract Rent   | \$452                     |         | N/A    |             |
| Average Contract Rent  | \$464                     |         | \$54   | High        |
| <b>RENTER-OCCUPIED HOUSING UNITS BY INCLUSION OF UTILITIES IN RENT</b> |                           |         |        |             |
| Total  | 8,620                     | 100.0%  | 551    | High        |
| Pay extra for one or more utilities                                    | 8,348                     | 94.5%   | 520    | High        |
| No extra payment for any utilities                                     | 472                       | 5.4%    | 189    | Medium      |
| <b>HOUSING UNITS BY UNITS IN STRUCTURE</b>                             |                           |         |        |             |
| Total  | 37,362                    | 100.0%  | 80     | High        |
| 1, detached  | 25,614                    | 68.2%   | 574    | High        |
| 1, attached  | 200                       | 0.5%    | 77     | Low         |
| 2  | 676                       | 1.8%    | 189    | Medium      |
| 3 or 4   | 1,037                     | 2.8%    | 287    | Medium      |
| 5 to 9   | 1,324                     | 3.5%    | 274    | Medium      |
| 10 to 19   | 378                       | 1.0%    | 145    | Medium      |
| 20 to 49   | 155                       | 0.4%    | 60     | Low         |
| 50 or more   | 200                       | 0.5%    | 87     | Low         |
| Mobile home  | 7,965                     | 21.2%   | 537    | High        |
| Boat, RV, van, etc.  | 0                         | 0.0%    | 29     | Low         |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

July 07, 2014

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## ACS Housing Summary

Caldwell County, NC  
 Caldwell County, NC (37027)  
 Geography: County

|   | 2009-2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|---|---------------------------|---------|--------|-------------|
| <b>HOUSING UNITS BY YEAR STRUCTURE BUILT</b>                      |                           |         |        |             |
| Total   | 37,552                    | 100.0%  | 50     |             |
| Built 2010 or later   | 138                       | 0.4%    | 81     |             |
| Built 2000 to 2009  | 3,770                     | 10.0%   | 299    | High        |
| Built 1990 to 1999  | 6,470                     | 17.2%   | 454    | High        |
| Built 1980 to 1989  | 6,864                     | 18.3%   | 557    | High        |
| Built 1970 to 1979  | 7,124                     | 19.0%   | 592    | High        |
| Built 1960 to 1969  | 4,369                     | 11.7%   | 411    | High        |
| Built 1950 to 1959  | 4,024                     | 10.7%   | 385    | High        |
| Built 1940 to 1949  | 2,862                     | 7.6%    | 250    | High        |
| Built 1935 or earlier   | 2,255                     | 6.0%    | 343    | High        |
| Median Year Structure Built                                       | 1978                      |         | N/A    |             |
| <b>OCCUPIED HOUSING UNITS BY YEAR HOUSEHOLDER MOVED INTO UNIT</b> |                           |         |        |             |
| Total   | 3,417                     | 100.0%  | 554    |             |
| Owner occupied  |                           |         |        |             |
| Moved in 2010 or later  | 670                       | 2.0%    | 200    |             |
| Moved in 2000 to 2009   | 7,500                     | 23.0%   | 525    | High        |
| Moved in 1990 to 1999   | 6,006                     | 19.1%   | 444    | High        |
| Moved in 1980 to 1989   | 3,447                     | 11.0%   | 275    | High        |
| Moved in 1970 to 1979   | 2,340                     | 7.4%    | 260    | High        |
| Moved in 1969 or earlier  | 2,434                     | 7.7%    | 250    | High        |
| Renter occupied   |                           |         |        |             |
| Moved in 2010 or later  | 2,435                     | 7.0%    | 374    |             |
| Moved in 2000 to 2009   | 3,027                     | 15.0%   | 549    | High        |
| Moved in 1990 to 1999   | 674                       | 2.8%    | 168    | High        |
| Moved in 1980 to 1989   | 219                       | 0.7%    | 165    | High        |
| Moved in 1970 to 1979   | 67                        | 0.2%    | 41     | High        |
| Moved in 1969 or earlier  | 155                       | 0.5%    | 75     | High        |
| Median Year Householder Moved Into Unit                           | 2000                      |         | N/A    |             |
| <b>OCCUPIED HOUSING UNITS BY HOUSE HEATING FUEL</b>               |                           |         |        |             |
| Total   | 3,417                     | 100.0%  | 554    |             |
| Utility gas   | 3,136                     | 10.0%   | 317    | High        |
| Bottled, tank, or LP gas  | 1,524                     | 4.0%    | 245    | High        |
| Electricity   | 20,416                    | 65.0%   | 648    | High        |
| Fuel oil, kerosene, etc.  | 4,888                     | 14.9%   | 449    | High        |
| Coal or coke  | 11                        | 0.0%    | 17     | Low         |
| Wood  | 1,516                     | 4.8%    | 263    | High        |
| Solar energy  | 0                         | 0.0%    | 29     | Low         |
| Other fuel  | 2                         | 0.0%    | 3      | Low         |
| No fuel used  | 124                       | 3.4%    | 62     | High        |

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

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# Appendix N: American Community Survey Housing Summary Caldwell County



## ACS Housing Summary

Caldwell County, NC  
 Caldwell County, NC (37027)  
 Geography: County

|   | 2009-2013<br>ACS Estimate | Percent | MOE(±) | Reliability |
|---|---------------------------|---------|--------|-------------|
| <b>OCCUPIED HOUSING UNITS BY VEHICLES AVAILABLE</b> |                           |         |        |             |
| Total   | 31,417                    | 100.0%  | 554    | High        |
| Owner occupied                                      |                           |         |        |             |
| No vehicle available                                | 889                       | 2.8%    | 19.3   | High        |
| 1 vehicle available                                 | 5,305                     | 16.9%   | 50.6   | High        |
| 2 vehicles available                                | 5,812                     | 18.5%   | 49.1   | High        |
| 3 vehicles available                                | 5,156                     | 16.4%   | 48.5   | High        |
| 4 vehicles available                                | 1,524                     | 4.8%    | 27.4   | High        |
| 5 or more vehicles available                        | 600                       | 1.9%    | 14.5   | High        |
| Renter occupied                                     |                           |         |        |             |
| No vehicle available                                | 867                       | 2.8%    | 15.7   | High        |
| 1 vehicle available                                 | 4,172                     | 13.2%   | 46.7   | High        |
| 2 vehicles available                                | 2,680                     | 8.5%    | 35.0   | High        |
| 3 vehicles available                                | 733                       | 2.3%    | 20.5   | High        |
| 4 vehicles available                                | 51                        | 0.2%    | 4.2    | Low         |
| 5 or more vehicles available                        | 37                        | 0.1%    | 4.3    | Low         |
| Average Number of Vehicles Available                | 2.0                       |         | 0.1    | High        |

**Data Note:** N/A means not available.

**2009-2013 ACS Estimate:** The American Community Survey (ACS) replaces census sample data. Esri is releasing the 2009-2013 ACS estimates, five-year period data collected monthly from January 1, 2009 through December 31, 2013. Although the ACS includes many of the subjects previously covered by the decennial census sample, there are significant differences between the two surveys including fundamental differences in survey design and residency rules.

**Margin of error (MOE):** The MOE is a measure of the variability of the estimate due to sampling error. MOEs enable the data user to measure the range of uncertainty for each estimate with 90 percent confidence. The range of uncertainty is called the confidence interval, and it is calculated by taking the estimate +/- the MOE. For example, if the ACS reports an estimate of 100 with an MOE of +/- 20, then you can be 90 percent certain the value for the whole population falls between 80 and 120.

**Reliability:** These symbols represent threshold values that Esri has established from the Coefficients of Variation (CV) to designate the usability of the estimates. The CV measures the amount of sampling error relative to the size of the estimate, expressed as a percentage.

- High Reliability: Small CVs (less than or equal to 12 percent) are flagged green to indicate that the sampling error is small relative to the estimate and the estimate is reasonably reliable.
- Medium Reliability: Estimates with CVs between 12 and 40 are flagged yellow—use with caution.
- Low Reliability: Large CVs (over 40 percent) are flagged red to indicate that the sampling error is large relative to the estimate. The estimate is considered very unreliable.

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: High Medium Low

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