

A G E N D A

HICKORY CITY COUNCIL

September 20, 2016



7:00 p.m.



AGENDA
www.hickorync.gov

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

Hickory City Council
76 North Center Street

September 20, 2016
7:00 p.m.

- I. Call to Order
- II. Invocation by Rev. Sandi Hood, Director of Community Outreach, Catawba Valley Hospice and Palliative Care
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of September 6, 2016. **(Exhibit VI.A.)**
- VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.
 - A. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Amerco Real Estate Company Described as PIN 3702-14-44-3045. **(First Reading Vote: Unanimous)**
 - B. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Ken Van Norstrand Described as PIN 3702-14-33-3509. **(First Reading Vote: Unanimous)**
 - C. Approval of the Purchase of Three Fairbanks Nijhuis Pumps from Clearwater, Inc. in the Amount of \$113,910 for the Renovation Project for the Moose Club Lift Station. **(First Reading Vote: Unanimous)**
 - D. Approval of the Purchase of One Duperon Adaptive Technology Mechanical Bar Screen with Washer-Compactor and Controls from Duperon Adaptive Technology in the Amount of \$130,000. **(First Reading Vote: Unanimous)**
 - E. Acceptance of the Low Bid and Approval of the Purchase of an Automated Side Loader Refuse Truck in the Amount of \$245,353.47 from Piedmont Peterbilt, LLC. **(First Reading Vote: Unanimous)**
 - F. Approval of the Installation of an All-Way Stop at the Intersections of 14th Avenue NW at 8th Street NW, 14th Avenue NW at 10th Street NW, and 14th Avenue Drive NW at 10th Street Boulevard NW. **(First Reading Vote: Unanimous)**

- G. Approval to Purchase Ten Specialized Police Package Emergency Vehicles for a Total Cost of \$270,751.90 from Asheville Ford. **(First Reading Vote: Unanimous)**
 - H. Budget Revision Number 6. **(First Reading Vote: Unanimous)**
 - I. Rezoning Petition 16-04, Petitioned by George Condeelis, Joseph Condeelis, Dianne Davenport, and Rosemary Penland for the Rezoning of Approximately Six Acres of Three Contiguous Properties Located at 3165, 3179, and 3181 S NC 127 Highway. The Petition is to Rezone the Properties from Low Density Residential (R-1) to Commercial Corridor (CC-2). **(First Reading Vote: Unanimous)**
 - J. Consideration of Rezoning Petition 16-05, Petitioned by FJS & JC, LLC for the Rezoning of 1.014 Acres of Two Portions of Property Located at 5251 Hickory Boulevard. The Petition is to Rezone the Property from General Business (C-2) to Medium Density Residential – 2 (R-2). **(First Reading Vote: Unanimous)**
- VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.
- A. Call for a Public Hearing – Voluntary Contiguous Annexation of Realty Income Properties 28, LLC, Located at 2173 13th Avenue Drive SE, Containing 6.25 Acres. **(Authorize Public Hearing for October 4, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). (Exhibit VIII.A.)**
 - B. Call for a Public Hearing – Consideration of Amending Chapter 4 Section 4-21(a) of the Hickory Code of Ordinances. **(Authorize Public Hearing for October 4, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). (Exhibit VIII.B.)**
 - C. Special Events Activities Application Symphony Under the Sails – Rolling Down the Tracks: A Celebration of Railroads, Ingrid Keller, Executive Director, Western Piedmont Symphony, September 25, 2016, 1:00 p.m. to 9:00 p.m., Under the Sails on Union Square in Downtown Hickory. **(Exhibit VIII.C.)**
 - D. Special Events Activities Application Trick or Trot K, Kyle Mishler, Recreation Programmer, Hickory Parks and Recreation, October 29, 2016, 7:00 a.m. to 3:00 p.m., Stanford Park Recreation Center. **(Exhibit VIII.D.)**
 - E. Citizens' Advisory Committee Recommendations for Assistance through the City of Hickory's Housing Programs. **(Exhibit VIII.E.)**
- The following request was considered by the Citizens' Advisory Committee at their regular meeting on September 1, 2016.*
- The following applicant is being recommended for approval for assistance under the City of Hickory's 2016 Urgent Repair Program. This program provides qualified low income citizens with assistance for emergency-related repairs not to exceed \$8,000.*
- *Vickie Pope, 1015 22nd Street NE, Hickory, (This will take the place of the Rehab Loan approved at the August meeting.)*
- The Citizens' Advisory Committee recommends approval of the aforementioned requests for assistance through the City of Hickory's housing assistance programs.*
- F. Approval of the Purchase of a 2017 Rosenbauer Commander Pumper from C.W. Williams in the Amount of \$475,990. **(Exhibit VIII.F.)**

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

- G. Acceptance of the Bid and Award of the Construction Contract to Iron Mountain Construction Company, Inc. in the Amount of \$278,172. **(Exhibit VIII.G.)**

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

- H. Acceptance of Two Easements, a 25 Foot Temporary Construction Easement and a 25 Foot Permanent Easement for the Properties of Cynthia Williams Huffman Described as PIN 3724-18-40-6417 and PIN 3724-18-40-4654. **(Exhibit VIII.H.)**

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

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

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

Assistance Grant and to serve as lead agency in the grant process for a combined amount of \$31,020.

- J. Approval of Easements for Property of the City of Hickory to Piedmont Natural Gas for the Replacement of a Natural Gas Line Along 1st Avenue SW. **(Exhibit VIII.J.)**

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

- K. Budget Revision Number 7. **(Exhibit VIII.K.)**

1. *To appropriate a total of \$9,865 from General Fund Balance to roll forward previous years' donations to the Recreation Department for the Bill McDonald Scholarship fund.*
2. *To recognize and appropriate insurance claims revenue in the amount of \$2,190 for damage sustained to a garbage truck on August 25, 2016.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. Consideration of Voluntary Contiguous Annexation of a Portion of the Street Right of Way Located at 42nd Avenue Drive NW. **(Exhibit XI.A.1.)**

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

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

2. Consideration of Voluntary Satellite Annexation of 3.18 Acres Located at 2520 and 2530 Brookford Boulevard (NC 127 South). **(Exhibit XI.A.2.)**

REC Group II, LLC submitted a petition for the voluntary satellite annexation of 3.18 acres of property located at 2520 and 2530 Brookford Boulevard (NC 127 S). The annexation is being requested so that the property, once developed, can be connected to the City's water and sewer system. The property is currently located in the City's extra-territorial jurisdictional area and zoned Community Center Commercial (CC-1). The petitioners intend to develop the property into two commercial lots, with one lot being the future location of a fast-food restaurant. The current tax value of the vacant land is \$152,100. If annexed with its present value, the property would generate approximately \$861 in additional

tax revenues. The estimated cost of the first phase of the development, which includes the construction of a fast-food restaurant (Bojangles') is \$2,475,000. Upon analysis Staff determined the petition meets the statutory requirements for voluntary non-contiguous annexation and adequate public services are available. Staff recommends approval of the requested annexation.

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

3. Consideration of Voluntary Contiguous Annexation of 2.135 Acres Located at 826 and 828 21st Street Drive SE, and 857, 863, and 903 23rd Street Court SE. **(Exhibit XI.A.3.)**

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

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

4. Consideration of Vacant Building Demolition Grant for Jerry Lee Pruitt, LLC for Property Located at 212 12th Avenue NE, the former Regal Manufacturing Building. **(Exhibit XI.A.4.)**

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

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

5. Consideration of FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER). **(Exhibit XI.A.5.)**

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

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

B. Departmental Reports:

1. Consideration of Proposed Revisions to the Housing Rehabilitation Loan Program and Relocation Policy. **(Exhibit XI.B.1.)**

For a number of years the City has operated a housing rehabilitation loan program using Community Development Block Grant funds along with other housing related funds as they are available. These guidelines were most recently updated in 2014 to create a deferred loan program for households earning less than 50 percent of the area median income. The proposed revisions to the contracting section of the guidelines were suggested by City Finance Staff. The guidelines describe setting up an escrow account for each housing rehabilitation process. In practice, the City encumbers funds through the purchase order process and pays the contractor directly. The change to the policy reflects the process more accurately. An additional proposed change also increases the maximum loan term from 10 to 15 years. The change would lower the monthly payment for the maximum \$20,000 loan from \$193.20 per month to \$138.20, which should help make loan payments affordable to more citizens.

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

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

2. Appointments to Boards and Commissions

BUSINESS DEVELOPMENT COMMITTEE

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

VACANT

CITIZENS ADVISORY COMMITTEE

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

VACANT
VACANT

COMMUNITY APPEARANCE COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 3 (Seaver Appoints)
Ward 4 (Guess Appoints)
At-Large (Outside City but within Hickory Regional Planning Area)
(Council Appoints)
At Large (Council Appoints)

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COMMUNITY RELATIONS COUNCIL

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

VACANT
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

INTERNATIONAL COUNCIL

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

VACANT

LIBRARY ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (Guess Appoints)
At-Large (Mayor Appoints)

VACANT
VACANT

PARKS AND RECREATION COMMISSION

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

VACANT
VACANT

PUBLIC ART COMMISSION

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

VACANT

PUBLIC HOUSING AUTHORITY

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

VACANT

RECYCLING ADVISORY BOARD

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

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YOUTH COUNCIL

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

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

Joshua Michael Cotton (At-Large Representative)

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

NORTH CAROLINA LEAGUE OF MUNICIPALITIES

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

TRANSPORTATION ADVISORY COMMITTEE FOR THE GREATER HICKORY METROPOLITAN PLANNING ORGANIZATION

Appointment of Two Alternate Delegates

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

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

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

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

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, September 6, 2016 at 7:00 p.m., with the following members present:

Brad Lail
Vernon Tarlton
Danny Seaver

Aldermen

Hank Guess
David P. Zagaroli
Jill Patton

A quorum was present.

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

- I. Mayor Pro Tempore Lail called the meeting to order. All Council members were present except for Mayor Wright.
- II. Invocation by Rev. Whit Malone, Pastor First Presbyterian Church
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard
 - A. Mr. Victor Herbster, 1330 10th Street Place NW, Hickory, regarding All-Way Stop at the Intersections of 14th Avenue NW.

Mr. Victor Herbster addressed City Council regarding the installation of all-way stops at the intersections of 14th Avenue NW. Mr. Herbster advised he was a twenty plus year resident of Hickory, living at 1330 10th Street Place NW, which was a side street off of 14th Avenue Drive NW. He requested that Council vote no on Consent Agenda Item "Q", which was a traffic calming proposal to place a series of all-way stops along 14th Avenue and 14th Avenue Drive NW. The purpose being to slow what "appears to be speeding along this road" per the City's Traffic Department. He advised for 20 years he had jogged, walked, biked and driven this road daily. He had seen speeders, but did not feel threatened or unsafe. In 20 years he could count on one hand the number of times he had encountered police enforcement along 14th Avenue and 14th Avenue Drive NW. He stated that was hardly a sign that there is a problem along this roadway. In the instance of this petition, which is a traffic calming petition, from April 21st when he received a confirmation letter from the Traffic Department, until September 6th, he had encountered one police enforcement on this roadway. He commented that doesn't hardly indicate any kind of a problem. He didn't know if Council had received any citizen feedback regarding any issues along this roadway or not, if they had it had not been vocalized.

Mr. Herbster commented that studies from individual States and from the Federal Highway Department, as well as the Institute of Traffic Engineers, call into question the use of multiple stop signs to slow traffic. Studies have shown often that speed increases after stopping at these stop signs, especially when they are specifically placed in the role of speed containment. Studies have also found that drivers exhibit hostile attitudes towards these signs. This only serves to increase the number of drivers who simply choose to run through the stop signs creating an additional traffic enforcement issue on this roadway. The first being the proposed speed of the cars, the second being putting up these signs and then having to enforce the all-way stop. He asked Council to see for themselves and to go and sit and observe drivers actions at the all-way stop on 2nd Street NW, which is the Lake Hickory Country Club Tennis Courts. He also advised them to sit along 9th Avenue NE which is directly behind St. Aloysius Church. He advised there was a four-way stop one block north and east of 14th Avenue Drive which is 15th Avenue NW and 4th Street NW. He requested that Council go and observe the runners there. He asked Council to vote no against the upcoming Consent Agenda Item "Q". Changing and installing the signage and markings along 14th Avenue would be simple. He asked Council to consider this, don't create a new problem by voting to install all-way stops in order to correct what is a minor issue. Enforcement of the current 25mph speed limit on 14th Avenue is the correct action and a no vote is the correct answer here. He thanked Council.

- B. Mr. Bill Pope, 129 3rd Avenue SW, Hickory, addressed City Council regarding Ridgeview Community concerns. He advised that this was his first City Council meeting. His brother Larry Pope previously attended just about every City Council meeting and would come back and talk about it with him. Since Larry had passed he felt the need to speak to City Council. He had concerns with the Ridgeview Community, located in Ward 4, represented by Alderman Guess. He advised that he owned Ridgeview Laundromat in the area, and had owned it for 11 years. He stated that he traveled up and down 1st Street and South Center Street for those years. He advised he was 67 and was born and raised here, staying on 3rd Avenue. His concern was the lighting on 1st Street. There were 16 street lights out starting at Clark Tire running down 1st Street going south to Tasty's. On South Center Street from Clark Tire to the old gas station on 127 there were eight lights out along that thoroughfare. He commented that the people that live in that community feel like the City doesn't care about what goes on in the Ridgeview Community.

Mr. Pope advised that they just had a series of Brownfield meetings with the City Planner's last week for three days at the Ridgeview Recreation Center. He didn't see Alderman Guess at these meetings as the Representative of their community, trying to listen to some of the concerns of the community. There were a number of things that were brought out that the City should be aware of and should try to remedy in that area: 1) Sidewalks leading from 11th Avenue to McDonald's. The people have to walk in the street there to get from 11th Avenue to McDonald's; 2) Sidewalks that cross the bridge over 70 to Southside. There are no sidewalks, they have to walk in the street there. He commented that the City is actively improving some of the Parks around town. He commended the City for that. He advised that at Southside there were two swings and a little climbing bar. Nothing had been done to that Park since the time it had been put in over there. He commented it is little things like that, which seems that the City is not concerned with what goes on in the community there. He would like to see Council pay a little bit more attention to that. He asked Council for whatever help they could give them there. It would be appreciated. He thanked City Council for their time and advised that they would be seeing him again.

- C. Mr. Johnny McGuire, 663 14th Avenue NW, Hickory, addressed City Council regarding the installation of the all-way stops at the intersections of 14th Avenue NW. He thanked Council for allowing him and the residents of 14th Avenue and 14th Avenue Drive for the opportunity to voice their concerns about their neighborhood. He advised the process started about a year ago. It was very apparent that there was a major problem there with speeding cars. The study was done. During that period of time, coming off of 6th Street and going west on 14th Avenue, and coming the other way heading east on 14th Avenue, there were 47 vehicles clocked at going 75 mph faster. If that is not enough reason in itself to do something about the problem out there, he didn't know what else they could do. The neighborhood wants a safe neighborhood. Not just for them but for the folks that live on the adjoining streets. He advised that he had taken the lead on this process and he was passionate about getting something done about it. The process had taken about a year. When he first started he was overwhelmed. They met with Caroline Kone and he thanked her for her assistance in providing them with the information that they needed to proceed forward. He advised he received calls from people to thank him for taking the initiative to make their neighborhood safer. They went through the protocol for the City of Hickory and had overwhelming support. They even had support of folks that were not on the list for making 14th Avenue, 14th Avenue Drive and 10th Street Boulevard a safer neighborhood for everyone.

Mr. McGuire shared he had witnessed a couple strolling their child and walking their pet and were continually moving off the road with them. He commented that you could see the fright in their eyes. He spoke with them and they advised him they were scared to death walking on this road. He commented that folks need a place to walk and get out with their families. He told the couple that he was going to a meeting and asked them what they would like to say to Council? He advised they wanted him to ask Council to please pass this out here. They were appreciative of them doing this, they want a safe neighborhood. He thanked City Council.

- D. Ms. Martha Branyon, 1008 14th Avenue Drive NW, addressed City Council regarding the installation of the all-way stops at the intersections of 14th Avenue NW. Ms. Branyon advised that she was in the curve where 14th becomes 14th Avenue Drive. They had lived there for 27 years and had seen ongoing traffic issues. The City had been great to work with them. Lowering the speed limit a few years ago to 25 mph and most recently doing a traffic study that showed that virtually no one is traveling 25 mph, and most everyone is going far, far faster. Their street is a walking street because it is flat, straight, and a nice place to walk. It is a very unsafe place to walk currently because of the speed. They felt like it was a serious health issue. She hoped that Council would consider this as the best thing that they could try to make their street safer. She thanked Council.
- E. Ms. Leslie Stoll, 1310 10th Street Blvd NW, addressed City Council regarding the installation of the all-way stops at the intersections of 14th Avenue NW. She advised she lived at the corner of 14th Avenue Drive and 10th Street Boulevard NW. During the weeklong speed study conducted by the City of Hickory an alarming 47 cars exceeded 75 mph while traveling down 14th Avenue. That is more than 6 cars a day traveling at a deadly speed down a neighborhood road. Their neighborhood road where their children and pets are out walking, running, and cycling on a daily basis. She commented that everyone is familiar with the saying "the road to hell is paved with good intentions", and in this particular instance the saying takes on a very literal meaning. Most of the folks that are against the proposed stop signs are relying on the good intentions of the folks that are passing through their neighborhood and abiding by the 25 mph speed limit, or the good intentions of the Hickory Police Department to patrol their neighborhood at all hours of the day and night writing tickets for speeders. But unfortunately, as the speed study results clearly exhibit this isn't the reality and continuing to rely on the good intentions will only lead to a potentially damaging or deadly outcome. If they don't install the stop signs now, it is only a matter of time before something really frightening happens to one of their own. She urged Council to vote yes to the stop signs. She thanked Council.

Mayor Pro Tempore Lail asked if anyone else wanted to speak before City Council on any matter.

- F. Ms. Katie Bagnato, 1026 14th Ave Drive NW, addressed City Council regarding the installation of the all-way stops at the intersections of 14th Avenue NW. Her home was located towards the end if you are headed towards 321. In the eight months of time that she and her fiancé had lived in the neighborhood, they have called the police at least ten times for people speeding. It is a major speeding issue and she would like to have a safer neighborhood before they have children. With dogs it is a very unsafe. She urged Council to vote yes as well.
- G. Mr. Craig Keenan, 1014 14th Ave Drive NW, addressed City Council regarding the installation of the all-way stops at the intersections of 14th Avenue NW. He encouraged City Council to vote yes for the stop signs. He advised that he was not one to be overly concerned about safety issues, but the speeding problem on their street is driven by the fact that people use it as a cut through to avoid Geitner Road. They were not exaggerating relative to the amount of speeding that goes on. He advised that approximately three years ago, it was in the winter, but it still demonstrates the problem, there was a car that came around the corner where the Branyons live, lost control of his car and hydroplaned 30 yards across their neighbors front yard. He was watching it, saying someone is going to die right here. He advised it was like that constantly no matter what the weather conditions. To him it would be foolish to vote no because what Council will be dealing with is the risk of having a pedestrian killed one day. That is how bad it is and he can see it happening. He commented not to be an alarmist but he thought that would be the outcome if they don't get some changes made to that street.

Mayor Pro Tempore Lail stated that Council sets aside the time at the first of the Agenda to hear public comment on any matter. He commented that Council had heard a lot about Item "Q" on the Consent Agenda. He advised that the Agendas were located out front if anyone needed a copy. He stated when Council came to that item he would ask for it to be removed from the Consent Agenda for further discussion. He thanked Mr. Pope for coming and the items related to the repairs were noted and those would be turned in as action items. He thanked the citizens for speaking.

VI. Approval of Minutes

A. Regular Meeting of August 16, 2016

Alderman Seaver moved, seconded by Alderwoman Patton that the Minutes of August 16, 2016 be approved. The motion carried unanimously.

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

B. Special Meeting of August 24, 2016

Alderwoman Patton moved, seconded by Alderman Seaver that the Minutes of the Special Meeting of August 24, 2016 be approved. The motion carried unanimously.

Mayor Pro Tempore Lail announced that the motion was made by Alderwoman Patton seconded by Alderman Seaver 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 Zagaroli that the following be reaffirmed and ratified on second reading. The motion carried unanimously.

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

- A. Approval to Purchase 75 Dell Latitude 14 Rugged Laptops from GovConnection at a Total Cost of \$115,857.75. (First Reading Vote: Unanimous)
- B. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Capital Concepts Properties Limited Partnership Described as PIN 3702-13-14-6529. (First Reading Vote: Unanimous)
- C. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Gateway 4 Properties, LLC Described as PIN 3702-09-15-6460. (First Reading Vote: Unanimous)

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- D. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Walter Stephen Ikerd Described as PIN 3702-13-14-4561. (First Reading Vote: Unanimous)
 - E. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Record Properties, Inc. Described as PIN 3703-19-50-1523. (First Reading Vote: Unanimous)
 - F. Acceptance of a Temporary Construction Easement for the Property of John G. Millholland, David K. Millholland and Marjorie M. Meyer Described as PIN 3703-19-50-0534. (First Reading Vote: Unanimous)
 - G. Acceptance of a Temporary Construction Easement and Permanent Sanitary Sewer/Storm Drainage Easement for the Property of Alpha Office Group, LLC Described as PIN 3702-07-59-1906. (First Reading Vote: Unanimous)
 - H. Acceptance of a 25 Foot Temporary Construction Easement and a 25 Foot Permanent Easement for the Property of Jerry Lynn Hefner Described as PIN 3724-18-31-6143. (First Reading Vote: Unanimous)
 - I. Acceptance of the Bid and Award the Contract to Maymead, Inc. for Pavement Resurfacing with Fiscal Year 2016-2017 Federal Funds. (First Reading Vote: Unanimous)
 - J. Acceptance of the Bid and Award the Contract to Maymead, Inc. for Pavement Resurfacing for Fiscal Year 2016-2017. (First Reading Vote: Unanimous)
 - K. Budget Revision Number 4. (First Reading Vote: Unanimous)
 - L. Approval of the Contract with AMEC Foster Wheeler in the Total Lump Sum Amount of \$1,095,151 for the City Walk Project including \$997,971 for Design Services, \$5,000 for Subsurface Utility Location, \$12,600 for Right of Way Document Preparation, \$29,580 for Site Visits/Inspections During Construction, and \$50,000 for Expenses, Fees and Permits Related to Other Agencies Including but not limited to NCDOT, Norfolk Southern Railroad, the State of North Carolina, Duke Energy and Catawba County Building Services as necessary. (First Reading Vote: Unanimous)
 - M. Approval of the Design Services Contract to AMEC Foster Wheeler in the Total Lump Sum Amount of \$32,956 for the Highway 321 Gateways at Clement Boulevard and at Highway 70 including \$25,700 for Design Services, \$2,200 for Bid Letting Assistance and Construction Site Visits, \$1,400 for Regulatory Permits, \$1,800 for Expenses as necessary, and \$1,856 for Uniform Temporary Signage Design. (First Reading Vote: Unanimous)
 - N. Approval of Settlement Agreement Re: Willie James Grimes vs City of Hickory, et. al. File No. 5:14-CV-160. (First Reading Vote: Unanimous)
 - O. Budget Ordinance Amendment Number 26. (First Reading Vote: Unanimous)
 - P. Budget Revision Number 5. (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.

Mayor Pro Tempore Lail requested that Item "Q" be removed from the Consent Agenda.

Alderman Guess moved, seconded by Alderman Tarlton approval of the Consent Agenda with the exception of Item "Q". The motion carried unanimously.

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

- A. Approved the Certificate of Sufficiency and Preliminary Resolution Relative to Street Improvements along a Portion of the 5th Street Place NW, Petition No. 16-01. (Authorize Public Hearing for October 4, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

Certificate of Sufficiency
(No. 16-01)

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the annexed petition of property owners for the improvement of a portion of 2024 5th Street Place NW, Hickory was lodged with me on the 11th day of August, 2016, and that I have

investigated the sufficiency of said petition; and that the results of my investigation are as follows:

The total number of owners of land abutting on the parts of said street proposed by said petition to be improved is one (1). The number of said owners who signed said petition is one (1), a majority.

The total number of lineal feet of said lands upon the parts of the street proposed by said petition to be improved is 88.99 feet. The number of said lineal feet represented by said owners who signed said petition is 88.99 feet, a majority.

For the purposes of said petition a majority in interest of owners of undivided interest in any piece of property have been deemed and treated by me as one person.

I find that the said petition is in all respects sufficient and in conformity with all requirements of Chapter 160 A, Article 10 of the General Statutes of North Carolina, as amended. I find also the parts of said street proposed by said petition to be improved have been definitely laid out, and that the boundaries of same have been definitely fixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory, this the 11th day of August, 2016.

/s/ Debbie D. Miller, City Clerk

RESOLUTION NO. 16-19
PRELIMINARY RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF HICKORY
(NO. 16-01)

WHEREAS, on the 4th day of March, 2016, property owner of 2024 5th Street Place NW, Hickory, filed with the City Engineer of the City of Hickory a petition for improving said street by placing and constructing thereon curb and gutter according to plans and specifications on file in the Office of the City Engineer; and

WHEREAS, the City Clerk has certified to this Board that said petition is sufficient in all respects.

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

1. That the above-mentioned petition is found to be sufficient in all respects.
2. That, that portion of 2024 5th Street Place NW, Hickory be improved by placing and constructing thereon curb and gutter in accordance with plans and specifications on file in the Office of the City Engineer under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina, and that said improvements be done by the City of Hickory or by contract after due notice and advertisement for bids, as outlined by Chapter 143, Section 129 of the General Statutes of North Carolina.
3. That 50 percent of the total cost of the said improvements may be assessed against the property receiving the improvement for constructing curb and gutter - \$24.00 per linear foot plus \$0.00 per linear foot for storm drain piping for a total of \$24.00 per linear foot excluding driveway cuts and \$48.50 per linear foot of driveway apron measured at its narrowest point plus \$0.00 per linear foot for storm drain piping for a total of \$48.50 per linear foot of driveway apron.
4. That the assessment herein provided for shall be payable in cash, or if the property owners shall so elect, in accordance with Chapter 160A, Sections 232 and 233 of the General Statutes of North Carolina, they shall have the option and privilege of paying the assessment in five (5) equal annual installments, to bear interest at the rate of 8 percent per annum.
5. That a public hearing on all matters covered by this resolution shall be held on October 4, 2016, at 7:00 p.m. in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

B. Approved Certificate of Sufficiency and Preliminary Resolution Relative to Street Improvements along a Portion of the Southside of the 900 Block of 4th Avenue Drive NW, Petition No. 16-03. (Authorize Public Hearing for October 4, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

Certificate of Sufficiency
(No. 16-03)

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the annexed petition of property owners for the improvement of a portion of 915 4th Avenue Drive NW, Hickory was lodged with me on the 11th day of August, 2016, and that I have investigated the sufficiency of said petition; and that the results of my investigation are as follows:

The total number of owners of land abutting on the parts of said street proposed by said petition to be improved is one (1). The number of said owners who signed said petition is one (1), a majority.

The total number of lineal feet of said lands upon the parts of the street proposed by said petition to be improved is 189.23 feet. The number of said lineal feet represented by said owners who signed said petition is 189.23 feet, a majority.

For the purposes of said petition a majority in interest of owners of undivided interest in any piece of property have been deemed and treated by me as one person.

I find that the said petition is in all respects sufficient and in conformity with all requirements of Chapter 160 A, Article 10 of the General Statutes of North Carolina, as amended. I find also the parts of said street proposed by said petition to be improved have been definitely laid out, and that the boundaries of same have been definitely fixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory, this the 11th day of August, 2016.

/s/ Debbie D. Miller, City Clerk

RESOLUTION NO. 16-20
PRELIMINARY RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF HICKORY
(NO. 16-03)

WHEREAS, on the 28th day of July, 2016, property owner of 915 4th Avenue Drive NW, Hickory, filed with the City Engineer of the City of Hickory a petition for improving said street by placing and constructing thereon curb and gutter according to plans and specifications on file in the Office of the City Engineer; and

WHEREAS, the City Clerk has certified to this Board that said petition is sufficient in all respects.

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

1. That the above-mentioned petition is found to be sufficient in all respects.
 2. That, that portion of 915 4th Avenue Drive NW, Hickory be improved by placing and constructing thereon curb and gutter in accordance with plans and specifications on file in the Office of the City Engineer under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina, and that said improvements be done by the City of Hickory or by contract after due notice and advertisement for bids, as outlined by Chapter 143, Section 129 of the General Statutes of North Carolina.
 3. That 50 percent of the total cost of the said improvements may be assessed against the property receiving the improvement for constructing curb and gutter - \$24.25 per linear foot plus \$0.00 per linear foot for storm drain piping for a total of \$24.25 per linear foot excluding driveway cuts and \$48.75 per linear foot of driveway apron measured at its narrowest point plus \$0.00 per linear foot for storm drain piping for a total of \$48.75 per linear foot of driveway apron.
 4. That the assessment herein provided for shall be payable in cash, or if the property owners shall so elect, in accordance with Chapter 160A, Sections 232 and 233 of the General Statutes of North Carolina, they shall have the option and privilege of paying the assessment in five (5) equal annual installments, to bear interest at the rate of 8 percent per annum.
 5. That a public hearing on all matters covered by this resolution shall be held on October 4, 2016, at 7:00 p.m. in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.
- C. Called for a Public Hearing – Voluntary Contiguous Annexation of a Portion of the Street Right of Way Located at 42nd Avenue Drive NW. (Authorize Public Hearing for September 20, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

RESOLUTION NO. 16-21
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED
UNDER G.S. 160A-31 AND/OR 160A-58.1, AS AMENDED

WHEREAS, a petition from Moore's Ferry Associates LLC and The Horsebarn, LLC requesting annexation of an area described in a petition was received on August 12, 2016 by the City Council of the City of Hickory; and

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

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

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

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

CERTIFICATE OF SUFFICIENCY

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

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

Property of Moore's Ferry Associates, LLC and The Horsebarn, LLC, for the street right of way located at 42nd Avenue Drive NW, Hickory NC, containing 1.1 acre more or less.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 12th August, 2016.

/s/ Debbie D. Miller, City Clerk

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

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

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

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

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

Section 1: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on September 20, 2016 in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

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

Property of Moore's Ferry Associates, LLC and The Horsebarn, LLC, for the street right of way located at 42nd Avenue Drive NW, Hickory NC, containing 1.1 acre more or less.

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

RESOLUTION NO. 16-22

A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OWNED BY MOORE'S

FERRY ASSOCIATES, LLC AND THE HORSEBARN, LLC AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, Moore’s Ferry Associates, LLC and The Horsebarn, LLC are the owners of certain real property as described herein, which property is located at 42nd Avenue Drive NW, Hickory containing 1.1 acre more or less; and

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

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

NOW, THEREFORE BE IT RESOLVED by the Hickory City Council, sitting in open session this 6th day of September 2016, at a regularly scheduled meeting of the governing body of said Council, duly called and posted in accordance with the statutes of the State of North Carolina, as follows:

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

Section 2: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on September 20, 2016, in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 3: The same being that property reflected on a maps entitled Voluntary Contiguous Annexation 42nd Avenue Drive NW Street Right of Way Map 1, Existing City Boundary, outlined in red; Voluntary Contiguous Annexation 42nd Avenue Drive NW Street Right of Way Map 2, Existing Land Use, subject property outlined in red; Voluntary Contiguous Annexation 42nd Avenue Drive NW Street Right of Way Map 3, Existing Zoning, subject property outlined in red.

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

D. Called for a Public Hearing – Voluntary Satellite Annexation of 3.18 Acres Located at 2520 and 2530 Brookford Boulevard (NC 127 South) (Authorize Public Hearing for September 20, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

RESOLUTION NO. 16-23

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND/OR 160A-58.1, AS AMENDED

WHEREAS, a petition from REC Group II, LLC requesting annexation of an area described in a petition was received on August 15, 2016 by the City Council of the City of Hickory; and

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

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

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

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

CERTIFICATE OF SUFFICIENCY

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

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

2520 and 2530 Brookford Boulevard (NC 127 S) containing 3.18 acres more or less.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 15th August, 2016.

/s/ Debbie D. Miller, City Clerk

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

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

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

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

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

Section 1: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on September 20, 2016 in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

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

Property of REC Group II, LLC located at 2520 and 2530 Brookford Boulevard (NC 127 S) containing 3.18 acres more or less.

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

RESOLUTION NO. 16-24

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

WHEREAS, REC Group II LLC is the owner of certain real property as described herein, which property is located at 2520 and 2530 Brookford Boulevard (NC 127 S), Hickory containing 3.18 acres more or less; and

WHEREAS, such property is currently located in the City's extra-territorial jurisdictional (ETJ); and

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

NOW, THEREFORE BE IT RESOLVED by the Hickory City Council, sitting in open session this 6th day of September 2016, at a regularly scheduled meeting of the governing body of said Council, duly called and posted in accordance with the statutes of the State of North Carolina, as follows:

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

Section 2: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on September 20, 2016, in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 3: The same being that property reflected on a maps entitled REC Group II, LLC, Voluntary Non-Contiguous Annexation Map 1, Jurisdictional Area, subject property outlined in red; REC Group II, LLC, Voluntary Non-Contiguous Annexation Map 2, Zoning, subject property outlined in red; REC Group II, LLC, Voluntary Con-Contiguous Annexation Map 3, 2014 Aerial Photo, subject property outlined in red.

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

- E. Called for a Public Hearing – Voluntary Contiguous Annexation of 2.135 Acres Located at 826 and 828 21st Street Drive SE, and 857, 863, and 903 23rd Street Court SE. (Authorize Public Hearing for September 20, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

RESOLUTION NO. 16-25

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND/OR 160A-58.1, AS AMENDED

WHEREAS, a petition from US Conec Ltd. requesting annexation of an area described in a petition was received on August 16, 2016 by the City Council of the City of Hickory; and

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

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

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

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

CERTIFICATE OF SUFFICIENCY

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

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

826 and 828 21st Street Drive SE, and 857, 863, and 903 23rd Street Court SE, Hickory.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 16th August, 2016.

/s/ Debbie D. Miller, City Clerk

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

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

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

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

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

Section 1: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on September 20, 2016 in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

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

Property of US Conec, Ltd. Located at 826 and 828 21st Street Drive SE, and 857, 863, and 903 23rd Street Court SE, Hickory, containing 2.135 acres more or less.

Section 3: Notice of said public hearing shall be published in The Hickory Daily Record, a newspaper having general circulation in the City of Hickory, at

least ten (10) days prior to the date of said public hearing.

RESOLUTION NO. 16-26

A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OWNED BY US CONEC, LTD. AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, US Conec, Ltd., is the owner of certain real property as described herein, which property is located at 826 and 828 21st Street Drive SE, and 857, 863, and 903 23rd Street Court SE, Hickory containing 2.135 acres more or less; and

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

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

NOW, THEREFORE BE IT RESOLVED by the Hickory City Council, sitting in open session this 6th day of September 2016, at a regularly scheduled meeting of the governing body of said Council, duly called and posted in accordance with the statutes of the State of North Carolina, as follows:

- Section 1: That the Hickory City Council does determine that it is in the best interest of the health, safety and well-being of the residents of the City of Hickory to annex the property described hereinafter into the corporate limits of the City of Hickory.
- Section 2: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on September 20, 2016, in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.
- Section 3: The same being that property reflected on a maps entitled US Conec, Ltd. Voluntary Contiguous Annexation Map 1. Jurisdictional Area, subject property outlined in red; US Conec, Ltd. Voluntary Contiguous Annexation Map 2. Zoning, subject property outlined in red; and US Conec, Ltd. Voluntary Contiguous Annexation Map 3. 2014 Aerial Photo, subject property outlined in red.
- Section 4: Notice of said public hearing shall be published in The Hickory News, a newspaper having general circulation in the City of Hickory, at least ten (10) days prior to the date of said public hearing.
- F. Called for a Public Hearing – Consideration of Vacant Building Demolition Grant for Jerry Lee Pruitt, LLC for Property Located at 212 12th Avenue NE, the former Regal Manufacturing building. (Authorize Public Hearing for September 20, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).
- G. Called for a Public Hearing – Consideration of FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER). (Authorize Public Hearing for September 20, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).
- H. Approved the Special Event Activities Application Children's Advocacy & Protection Center's Vigil, Kate Landry, Community Education & Outreach Coordinator, Children's Advocacy & Protection Center, October 25, 2016, 10:30 a.m. to 1:30 p.m., the Sails on the Square.
- I. Approved the Updated Special Event Activities Application for Downtown Farmers Market 2016, Sarah Taylor Wood, Manager, Downtown Hickory Farmers Market, addition of the Livermush Festival, September 10, 2016, 8:00 a.m. to 1:00 p.m. Hickory Farmer's Market, Sails on the Square.
- J. Approved the Special Event Activities Application Western North Carolina Chili Cook Off, Andrea Beatty, Chili Cook Off Coordinator, Shooting Stars Hickory Gymnastics Booster Club, September 17, 2016, 8:00 a.m. to 7:00 p.m., LP Frans Stadium.
- K. Approved on First Reading the Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Amerco Real Estate Company Described as PIN 3702-14-44-3045.

Staff requests acceptance of a temporary construction easement and a permanent easement for the property of Amerco Real Estate Company described as PIN 3702-14-44-

3045 for installation of utilities infrastructure. The easements are necessary for completion of the Geitner Basin Replacement/Rehabilitation Project. This project is completely funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$3.5 million dollars. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement and a permanent easement for the property of Amerco Real Estate Company described as PIN 3702-14-44-3045 for installation of utilities infrastructure.

- L. Approved on First Reading the Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Ken Van Norstrand Described as PIN 3702-14-33-3509.

Staff requests acceptance of a temporary construction easement and a permanent easement for the property of Ken Van Norstrand described as PIN 3702-14-33-3509 for installation of utilities infrastructure. The easements are necessary for completion of the Geitner Basin Replacement/Rehabilitation Project. This project is completely funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$3.5 million dollars. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement and a permanent easement for the property of Ken Van Norstrand described as PIN 3702-14-33-3509 for installation of utilities infrastructure.

- M. Approved on First Reading the Purchase of Three Fairbanks Nijhuis Pumps from Clearwater, Inc. in the Amount of \$113,910 for the Renovation Project for the Moose Club Lift Station.

The Moose Club Lift Station was originally constructed in the 1960's as a major component of the City of Hickory public utilities system. The station was expanded and upgraded in the mid-1980's to its current size and location. The lift station is the main station for the public utility system inside the City and is a critical component of the overall operation. This station handles all sewer in the area bordered by Main Avenue to 21st Avenue NW and Highway 127 to the lake, as well as MDI and a portion of 321 in Hickory. Staff requests Council's approval to purchase three Fairbanks Nijhuis pumps from Clearwater, Inc. as a component of the renovation project for the Moose Club Lift Station in the amount of \$113,910. The department is requesting sole source with Fairbanks Nijhuis on these pumps due to the pumps being direct replacement for the existing pumps. Prices were requested from ITT Flyght and ABS and were very close to the same price, however those type pumps would require changing the bases, concrete pedestals and inlet and exit piping arrangements thereby increasing the price and level of work. This project is budgeted in Public Utilities' FY16/17 Capital Budget. Staff recommends approval of the purchase of three Fairbanks Nijhuis pumps from Clearwater, Inc. in the amount of \$113,910.

- N. Approved on First Reading the Purchase of One Duperon Adaptive Technology Mechanical Bar Screen with Washer-Compactor and Controls from Duperon Adaptive Technology in the Amount of \$130,000.

The Moose Club Lift Station was originally constructed in the 1960's as a major component of the City of Hickory public utilities system. The station was expanded and upgraded in the mid-1980's to its current size and location. The lift station is the main station for the public utility system inside the City and is a critical component of the overall operation. This station handles all sewer in the area bordered by Main Avenue to 21st Avenue NW and Highway 127 to the lake, as well as MDI and a portion of 321 in Hickory. Staff solicited proposals for this type of screen and received two responses which meet all conditions: WesTech Clean Flo Mechanical Bar Screen, \$120,000; and Duperon Adaptive Technology Mechanical Bar Screen, \$130,000. Staff requests Council's approval to purchase the Duperon Adaptive Technology Mechanical Bar Screen with washer-compactor and controls directly from Duperon Adaptive technology due to the history of this type and brand of screen at other locations the City owns and operations, spare parts are included in this price and not included in the WesTech price, and the Duperon bar screen has a five year warranty and the WesTech bar screen has a one year warranty. The project is budgeted in Public Utilities' FY16/17 Capital Budget. Staff recommends Council's approval of the purchase of one Duperon Adaptive Technology Mechanical Bar Screen with washer-compactor and controls directly from Duperon Adaptive Technology in the amount of \$130,000.

- O. Approved a Cemetery Deed Transfer from Robert Conley to Bobby L. Herman, Fairview Cemetery, Plot 5, Lot No. 12, Section 1, Containing 80 Square Feet. (Prepared by: Attorneys Hawkins & Mace, PLLC).

- P. Approved on First Reading the Acceptance of the Low Bid and Approval of the Purchase of an Automated Side Loader Refuse Truck in the Amount of \$245,353.47 from Piedmont Peterbilt, LLC.

Staff requests the approval of the low bid meeting specifications in the amount of \$245,353.47 from Piedmont Peterbilt, LLC for the purchase of one automated side loading refuse truck. This purchase will be made from Piedmont Peterbilt, LLC in the amount of \$245,353.47 who will then pay Amick Equipment \$115,739.47 for the refuse body. This truck is for the scheduled and budgeted replacement of an automated side loading refuse truck. The City uses these automated side loader trucks for collection of refuse with our residential service. This unit is operated daily and picks up between 600 to 1,000 rollouts per day depending on the route. Staff is utilizing a piggyback from the City of Raleigh which bid on April 25, 2016 and purchased on June 24, 2016. Staff recommends City Council's approval of the purchase of the automated side loader unit through the piggyback purchase from Raleigh's bid package in the amount of \$245,353.47.

- Q. Removed from the Consent Agenda and Discussed Under "Items Removed from Consent Agenda". Approved on First Reading the Installation of an All-Way Stop at the Intersections of 14th Avenue NW at 8th Street NW, 14th Avenue NW at 10th Street NW, and 14th Avenue Drive NW at 10th Street Boulevard NW.

City Staff received a completed petition for additional traffic calming along 14th Avenue/14th Avenue Drive NW between the 600 and 1000 blocks. This same area went through traffic calming several years ago and the speed limit was reduced to 25 mph. Based on recent speed studies it appears traffic is still speeding along 14th Avenue/14th Avenue Drive NW. Following the City's Traffic Calming Guidelines, the recommendation is to install all-way stops to help the speed issue. The Traffic Division received all necessary paperwork from residents within the area with regards to the Traffic Calming Guidelines and have found the residents to be in compliance with the guidelines and the petition qualifies for the all-way stop at the three intersections listed. 110 properties were included in the petition, and 84 signed, creating more than the required 75 percent. Changing and installing the signage and markings along the roadway would be simple. Staff recommends the installation of all-way stops at the intersections of 14th Avenue NW at 8th Street NW, 14th Avenue NW at 10th Street NW, and 14th Avenue Drive NW at 10th Street Boulevard NW.

- R. Approved the Acceptance of the Grant of Six Automated External Defibrillators (AED) from Firehouse Subs Public Safety Foundation.

Hickory Police Department has been provided an opportunity to receive a grant of six automated external defibrillators from Firehouse Subs Public Safety Foundation at the recommendation of the local Firehouse Subs franchisee, Mary Punch. The Firehouse Subs Public Safety Foundation provides local police departments with lifesaving AED's to be carried by officers in their patrol cars. The police department currently has two AED's, one is housed at the police department fire arms range and the other is housed at police headquarters. The six additional AED's would provide an AED to be carried by a Commander in each of the five PACTs during each shift and one to be assigned to our Special Operations Team. The addition of six AED's would provide Hickory Police Department with an additional lifesaving tool. Hickory Police Department requests approval to accept the grant of six automated external defibrillators from Firehouse Subs Public Safety Foundation.

- S. Approved on First Reading the Purchase of Ten Specialized Police Package Emergency Vehicles for a Total Cost of \$270,751.90 from Asheville Ford.

Hickory Police Department requests approval to purchase ten specialized police package emergency vehicles. Hickory Police Department Staff and City of Hickory Fleet Manager researched and reviewed independent comparison studies comparing available police package vehicles. The 2017 Ford Police Interceptor Utility all-wheel drive best fits the needs of the department based on a number of considerations. Asheville Ford currently has the NC Sheriff's Association Contract for the 2017 Ford Police Interceptor Utility all-wheel drive with a base price of \$25,890.19. Added options that are needed will bring the cost to \$27,075.19. Hickory Police Department recommends the purchase of ten all-wheel drive 2017 Ford Police Interceptor Utility vehicles from Asheville Ford on the NC Sheriff's Association Contract at a cost of \$27,075.19 per vehicle for a total cost of \$270,751.90. Funds are budgeted in the FY 2016/2017 CIP.

- T. Approved on First Reading Budget Revision Number 6.

ORDINANCE 16-38
BUDGET REVISION NO. 6

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revisions be made to the annual budget ordinance for the fiscal year ending June 30, 2017 and for the duration of the life of the Project Ordinances notes herein.

SECTION 1. To amend the General Fund within the FY 2016-2017 Budget Ordinance, the expenditures shall be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Contingency	-	62,000
TOTAL	-	62,000

To provide funds for the above, the General Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	62,000	-
TOTAL	62,000	-

SECTION 2. To amend the Stormwater Fund within the FY 2016-2017 Budget Ordinance, the expenditures shall be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	78,000	-
TOTAL	78,000	-

To provide the funds for the above, the Stormwater revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	78,000	-
TOTAL	78,000	-

SECTION 3. To amend Capital Project #B-1B001, "Business Park 1764", the expenditures shall be changed as follows for the duration of the life of the project:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	547,385	-
TOTAL	547,385	-

To provide funds for the above, the Project revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	547,385	-
TOTAL	547,385	-

SECTION 4. To amend Capital Project #803302, "Central Business District Waterline, Sewerline, and Storm Drainage Rehabilitation", the expenditures shall be changed as follows for the duration of the life of the project:

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

To provide funds for the above, the Project revenues will be amended as follows:

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

SECTION 5. To amend Capital Project #B1M001, "Bond Administration", the expenditures shall be changed as follows for the duration of the life of the project:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	27,000	-
TOTAL	27,000	-

To provide the funds for the above, the Project revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	27,000	-
TOTAL	27,000	-

SECTION 6. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

IX. Items Removed from Consent Agenda – Item "Q".

Mayor Pro Tempore Lail felt it appropriate to have some discussion on Item "Q". He asked for discussion on the Policy as it relates to traffic calming.

Interim City Manager Andrea Surratt requested that a map of the area in question be put on the screen. She advised that the City has a set of Traffic Calming Guidelines that are followed. The guidelines cover everything from new stop light intersections to speed humps, speed tables, stops signs, and several other opportunities to improve the safety and reduce the traffic speed or deal with another type of issue like that. These are guidelines that the City follows. It is not an Ordinance or prescribed way of doing any certain improvement, but the guidelines set forth the rules of how one brings a request in front of City Council. In this case the neighborhood followed those guidelines over a period of time. She advised that Transportation Manager Caroline Kone was present and she could address specific questions about meetings that she had with the neighborhood. There were several steps that happened prior to this petition to have the three stop signs. Reducing the speed along that roadway was the first step. The Traffic Calming Guidelines are really progressive. They don't start with the most restrictive way of changing the traffic pattern. They start with what is the easiest, least expensive, least impactful thing that could provide the results. In that case the neighborhood still felt strongly and petitioned among themselves and submitted the paperwork and were present seeking Council's approval. She advised that Ms. Kone could answer any questions that Council may have and could explain any further details.

Mayor Pro Tempore Lail asked if Council had any questions on the Policy or any other questions as it related to the traffic calming.

Alderman Seaver commented he was driving by the new pavilion at Kiwanis Park and a car came around the curve and passed them. He said there was an officer sitting on the intersecting street but he did not know if he even saw it or could catch him in time. They waved the officer down and told him. He commented that you can put all the signs that you want up, if they are not going to read them or follow them it is not going to make any difference. The only thing that he had seen that really works is speed tables. He has watched the speed tables in front of Hickory High School. A few transmissions fall out, and exhaust systems goes, you will slow down. Signs don't work quite as effectively. He lives on a dead-end street and he has had a traffic trailer there and clocked people at sixty plus mph. It is a problem all over Hickory and in other cities too.

Alderwoman Patton advised that it was a problem because she walks her dog on that street and she has had to jump out of the road getting away from it. People speed 45-50 mph. Several pets have been killed. There is a disregard for people's safety and what the laws are. She wanted to see greater enforcement and call your neighbors down if you see them speeding. Speak to them personally. She was in favor of any measure to slowdown that traffic. They do not have sidewalks in the area. You are actually walking in the street with your pets. There are walkers, runners, bikers, everything in that area. With no sidewalks it is very unsafe with the speed limit people just cruise right on past and don't seem to care at all.

Mayor Pro Tempore Lail moved, seconded by Alderwoman Patton approval of Item "Q". The motion carried unanimously.

Mayor Pro Tempore announced that he moved, seconded by Alderwoman Patton and the motion carried unanimously.

X. Informational Item

XI. New Business:

A. Public Hearings

1. Approved on First Reading Rezoning Petition 16-04, Petitioned by George Condeelis, Joseph Condeelis, Dianne Davenport, and Rosemary Penland for the Rezoning of Approximately Six Acres of Three Contiguous Properties Located at 3165, 3179, and 3181 S NC 127 Highway. The Petition is to Rezone the Properties from Low Density Residential (R-1) to Commercial Corridor (CC-2).

George Condeelis, Joseph Condeelis, Dianne Davenport, and Rosemary Penland have petitioned for the rezoning of approximately 6.60 acres of three contiguous properties located at 3165, 3179, and 3181 South NC 127 Highway. The petition is to rezone the properties from Low Density Residential (R-1) to Commercial Corridor (CC-2). The Hickory by Choice 2030 Comprehensive Plan classifies the vicinity as Commercial Corridor and Low Density Residential. The rezoning of the subject properties to Commercial Corridor (CC-2) is consistent with the goals and policies contained within the Hickory by Choice 2030 Comprehensive Plan. The Hickory Regional Planning Commission conducted a public hearing on July 27, 2016 to consider the petition and voted unanimously (8-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan and recommended City Council's approval of the petition. Staff concurs with the Commission's findings and recommends City Council's approval of Rezoning Petition 16-04.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on August 26, 2016 and September 2, 2016.

Interim City Manager Andrea Surratt advised Council that the request before Council was consideration of a Rezoning Petition. She asked the Planning and Development Director Brian Frazier to the podium to present the item to Council.

Planning and Development Director Brian Frazier presented Council with a PowerPoint presentation. He discussed Rezoning Petition 16-04. The applicants were the Condeelis Family, Dianne Davenport, and Rosemary Penland. The property was located at 3165, 3179, and 3181 S NC 127 in Mountain View. The property zoning was currently both (R1) Low Density Residential as well as (CC 2) Commercial Corridor. The entire property size was plus or minus 29.65 acres. The applicants requested that the City look at rezoning approximately six acres of the combined three existing properties from (R1) to (CC2). On the PowerPoint presentation he displayed a map pointing out north, downtown Hickory, NC 127 coming south from downtown. On the future land use map he pointed out the commercial corridor, neighborhood mixed use, and low density residential. The property was annexed into the City of Hickory limits about 10 years ago by City Council. He displayed the area in which they were proposing for rezoning. He explained the area was a mixture of both City of Hickory zoning as well as Catawba County zoning. He showed an aerial ortho photograph of the rezoning petition pointing out the subject area which contained three parcels and were all contiguous in the Mountain View community. He advised they were looking to have the area rezoned to (CC2). He showed the area that was already (CC2). Staff and the applicants were trying to line up both what is across the street and what was to the north and south and keep it in line with the existing zoning for both the City of Hickory as well as the County of Catawba. He showed another photo of the area of the subject property and pointed out a storage unit business, gas station, Subway, and a fast food restaurant. He showed a map of the zoning districts and pointed out the parcels to be rezoned, the parcels that were already (CC2), and the County zoning which was very similar in nature (HC) Highway Commercial. They were trying to line those up. The balance, the larger portions of the property in question another 24 acres, would remain (R1) Residential which was in keeping with the County's (R20). None of this would change, just along the highway itself in the commercial corridor area.

Mr. Frazier discussed the rezoning analysis. Hickory by Choice identifies the area as Commercial Corridor and Low Density Residential. It was consistent with the (CC2) and (R1) zoning designations. The corridor itself was characterized by automobile focused development with pedestrian accommodations, protection of residential areas, encouraging open space and pedestrian connectivity and alleviate conflicts in land use. The (CC2) zoning district does permit a variety of commercial uses such as professional office and retail. The (CC2) also permits a variety of residential uses such as single family residential, duplex, multi-family apartments, bed and breakfast, etc.

Mr. Frazier discussed the impacts of any proposed development or redevelopment which would be evaluated during a development review process by both City and County Staff and the Developers would be responsible for mitigating any and all impacts to the maximum legal extent. The traffic capacity of Highway 127 South in Mountain View would be evaluated by both City Staff and State Department of Transportation. They would make sure that Fire, Police, and public utilities capabilities were adequate and at least meet the standard in that area. There were no specific proposals for any type of development currently. On July 27, 2016 the Planning Commission considered the petition during the hearing only the owner, the owner's agent, and their attorney spoke in favor, no one spoke in opposition. There was one citizen who thought the applicants were trying to rezone her property, but when that was evaluated she did not have any concerns. The Planning Commission found the petition to be consistent with Hickory by Choice 2030 and voted unanimously, 8-0, to recommend the action to City Council. Staff concurred with the Planning Commission's findings and recommendations. He asked Council if they had any questions. He advised that the applicants and their attorney were present.

Alderman Seaver asked when you rezone part of a property like that does it have to be measured out and retitled so that the whole thing is zoned one way or another.

Mr. Frazier advised that they set fairly specific boundary lines and once that would be commercially developed the parcels would be redeveloped and this would be surveyed. They were looking at trying to line up the area from the centerline of the road back to the City Commercial and the County Commercial.

Alderman Seaver commented they are interested in probably selling it to a business or something like that.

Mr. Frazier replied yes, they would develop that area. Staff did not consider any kind of option or request to rezone the entire property commercial. That would be an intrusion into the existing residential area although it is fairly rural to some extent in this area of the Mountain View community. This was consistent with the Comp Plan and it lined up well with existing zoning from both the City and County perspectives.

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

PROPONENTS

Mr. George Condeelis, 2051 Gary Lane, Hickory, advised that he was one of the owners of the property. He had lived in Mountain View for 30 years. He had watched Mountain View grow and it was continuing to grow. He advised that all they wanted to do was to conform to what is already around them with the six acres. It had already been developed commercial on both sides of them. Across the street there was a Mexican restaurant, a real estate company right alongside them and Subway, and a gas station. He reiterated that they were looking to conform to what is already there. They believed it was in the best interest of the community also. They were looking to let the demand of the community dictate what goes on there in the front of the property. He thanked Council.

Ms. Dianne Davenport, 3 Ben Hogan Drive, Hendersonville, advised that she also was one of the owners, her brother was George Condeelis. She advised that everything he had said was what their goal was, just to conform to the property that was around them already, which was all commercial across the street and adjoining the property on both sides. She commented that it was Hickory by Choice's planning and they were all for that. She thanked Council.

Ms. Ellie Bradshaw, 629 2nd Avenue NW, advised she was present on behalf of the Condeelis family to ask Council to rezone the front portion of their property. She showed an aerial photo from Google Earth. She pointed out the Condeelis property. She showed the portion of the Condeelis property that was already zoned (C2). She pointed out the Subway, two gas stations, a Mexican restaurant, car wash, a performance car shop, and a tire shop. The property across the road, the property to the east, and below it were all commercial. They were asking, as Mr. Frazier and the Condeelis family had indicated, to make this area consistent with everything around it. One of the nodes here was the neighborhood commercial. She advised that the picture was out of date because there was an Advance Auto-parts here. The entire area was commercial. She commented that Alderman Seaver asked the question about whether it had to be subdivided because of the zoning. She stated that it did not. If you would look at the GIS on the parcel it would show split zoning and would tell you what those two zoning districts are. She advised there was also a layer on GIS that shows you the approximate boundaries of the zoning. But, when the property is developed it would have to be subdivided and that boundary shown exactly. That would be part of the subdivision review process that the Planning Staff goes through when that is presented to them to review the map and make sure the boundaries are correct.

Alderman Seaver questioned the access to the rest of their property.

Ms. Bradshaw advised that would also have to be part of any development. She pointed out the area of the current frontage. To get to the rear of the property they would have to provide for access which would probably be some sort of detailed plan. The Planning Office and Mr. Frazier and his Staff would have to look at that and approve it because they could not create an orphan property back there with no access.

Alderman Seaver asked if the big house that sat there was being lived in right now.

Ms. Bradshaw did not know the answer to that.

Mr. Condeelis responded yes.

Alderman Seaver commented there was always a lot of truck/trailers or something parked around it.

Ms. Davenport responded that tenant that was there is gone.

Alderman Seaver commented he didn't know if it was a business, or what it was there.

Ms. Bradshaw commented her clients hope was that would become a very nice area in the Mountain View community to serve the community. She advised that she had a lot of slides of other things around it but she felt that Council had driven 127 as she had. She advised she would be happy to answer any questions that Council had otherwise. She thanked Council for their time.

Mayor Pro Tempore Lail asked if anyone else wanted to speak in favor of the proposal. No one else appeared. He closed the public hearing.

Alderman Seaver moved, seconded by Alderman Tarlton approval of the Rezoning Petition 16-04. The motion carried unanimously.

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

ORDINANCE NO. 16-39

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE OFFICIAL HICKORY ZONING ATLAS TO REZONE APPROXIMATELY 6 ACRES OF PROPERTY LOCATED AT 3165, 3179, AND 3181 S NC 127 HIGHWAY FROM LOW DENSITY RESIDENTIAL (R-1) TO COMMERCIAL CORRIDOR (CC-2).

WHEREAS, Article 2, Section 2.2 of the Hickory Land Development Code provides for amendments to the Official Zoning Atlas; and

WHEREAS, the City has been petitioned to rezone approximately 6.60 acres of property located at 3165, 3179, and 3181 S NC 127 Highway, more particularly described on Exhibit A attached hereto, to allow a Commercial Corridor (CC-2) district; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on July 27, 2016 and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires findings the proposed rezoning is in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare; and

WHEREAS, the City Council has found Petition 16-04 to be in conformance with the City's Land Development Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED by the City Council of Hickory, North Carolina, THAT THE REZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A is approved.

SECTION 1. Findings of fact.

1. The subject properties are located at 3165, 3179, and 3181 S NC 127 Highway, and further identified as PINs 2791-14-42-9844, 2791-14-42-0860, and 2791-18-42-3423.
2. The rezoning request is intended to further implement the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.
3. The rezoning of the property is consistent with the Hickory by Choice 2030 Comprehensive Plan.

SECTION 2. All ordinances or provisions of the Hickory City Code which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 3. Consistency Statement

Upon considering the matter, the Hickory City Council found:

1. The general area is classified as Commercial Corridor and Low Density Residential by the Hickory By Choice 2030 Comprehensive Plan;

2. The subject property is located in an area classified as Commercial Corridor and Low Density Residential by the HBC 2030 Comprehensive Plan. This classification would be consistent with a rezoning to a commercial corridor district.

Based upon these findings, the Hickory City Council has found Rezoning Petition 16-04 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

2. Approved on First Reading Rezoning Petition 16-05, Petitioned by FJS & JC, LLC for the Rezoning of 1.014 Acres of Two Portions of Property Located at 5251 Hickory Boulevard. The Petition is to Rezone the Property from General Business (C-2) to Medium Density Residential – 2 (R-2).

FJS & JC, LLC have petitioned for the rezoning of 1.014 acres which consists of two portions of the property located at 5251 Hickory Boulevard. The petition is to rezone the property from General Business (C-2) to Medium Density Residential-2 (R-2). The Hickory by Choice 2030 Comprehensive Plan classifies the vicinity as General Business. The rezoning of the subject property to Medium Density Residential -2 (R-2) is inconsistent with the goals and policies contained within the Hickory by Choice 2030 Comprehensive Plan. However, the request to rezone the property to Medium Density Residential – 2 (R-2) represents a downzoning of the property, which means the requested zoning district is less intense and more restrictive than the existing district. The Hickory Regional Planning Commission conducted a public hearing on July 27, 2016 to consider the petition and voted unanimously (8-0) to affirm the petition's inconsistency with the Hickory by Choice 2030 Comprehensive Plan and recommended City Council's approval of the petition. Staff concurs with the recommendation of the Planning Commission and recommends City Council's approval of Rezoning Petition 16-05.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on August 26, 2016 and September 2, 2016.

Interim City Manager Andrea Surratt advised that the second public hearing was for consideration of Rezoning Petition by FJS & JC, LLC for the rezoning of 1.014 acres for property located at 5251 Hickory Boulevard, which is adjacent to the 321 bridge. She asked the City's Principal Planner Cal Overby to the podium to present the item to Council.

Principal Planner Cal Overby presented Council a PowerPoint presentation. He discussed Rezoning Petition 16-05 for property located at 5251 Hickory Boulevard in Caldwell County containing approximately 1.014 acres. He advised it was part of the City of Hickory's area that went across the lake to the north into Caldwell County. The property was currently zoned (C-2) which is General Business. The property was occupied by what was initially T-Bones, then Key West, and then another restaurant, and now a vacant restaurant to be reoccupied as a restaurant. The request was to rezone two portions of this property which total a little over an acre from (C-2) General Business to Medium Density Residential or (R-2). He showed the Hickory by Choice future land use map. He pointed out the subject property. He advised it was classified as General Business by the Future Land Use and Transportation Plan. The request to rezone the property to (R-2) was inconsistent with our plan. However, it did represent a down zoning of the property. By and large when you look at consistency with the plan, a lot of times you will see someone who is coming in to request an up zone of property, meaning to make the property much more intense by zoning the property that way. When you look at it from a down zoning standpoint you actually have someone voluntarily coming in and basically tying their own hands to some regard. He advised that was what Council was looking at in this instance. He showed the property located in Caldwell County which was actually in Hickory. He showed the properties on the south side of the Catawba River. He showed the areas to be rezoned on an aerial map. He advised that the applicants did provide a field survey showing the areas. He advised he had used latitude and longitude to create the maps. He pointed out the existing restaurant building which had been in existence for the better part of 15 years at that location. It was initially annexed into the City of Hickory prior to construction. He showed another area which was part of the City of Hickory, Lake Hickory Marina. He pointed out the residential neighborhoods which were zoned residential by Caldwell County. He pointed out two parcels which were in Hickory also which were zoned (R-2) Residential. Most of the properties were residential by Caldwell County. He pointed out the area which was Caldwell County's zoning (R-20) Residential which is fairly a low density type residential district. He pointed out the areas which were General Business, the

City of Hickory's zoning areas which were zoned (R-2) Residential. He pointed out the area on the south side of the lake which were industrial properties.

Mr. Overby advised that the request for rezoning was inconsistent with the plan but it does represent a down zoning of the property, meaning making it more restrictive, taking away some of the property owner's rights to the property to some regard there. If the rezoning was approved by Council it would theoretically permit for two single family dwellings to be built on these two properties, basically creating two residential lake front lots. Staff had evaluated them and they could in fact support a home if that was what was to be built on them. Staff evaluated public facilities there, and were available in the area in sufficient quantities to serve it should the two properties be rezoned and then subdivided. Facilities are in place to serve the properties.

Mr. Overby advised the Planning Commission reviewed the petition on July 27th, the owner and the owner's agent spoke in favor of the petition. Two nearby residents spoke but they were both concerned about the restaurant which has actually been there for a longtime. This petition doesn't have anything to do with the restaurant itself. Upon consideration the Planning Commission found that while it is inconsistent with the plan it was a reasonable request and it represented a down zoning of the property. They voted 8-0 unanimously to recommend City Staff approval of the petition. Staff concurred with the Planning Commission's findings. He asked for questions if Council had any.

Alderman Guess asked if he knew what the plans were for the future if it was rezoned.

Mr. Overby replied yes a little bit. However Mr. Neill was present, one of the property owners, and he would elude to some of the intentions that the property owners had there. In talking with them initially Mr. Overby understood that they were attempting to get dock permits from Duke on residential property.

Alderman Guess asked if as it exist you couldn't do that.

Mr. Overby responded no, you couldn't get commercial dock. You could get a residential dock, but not a commercial dock. It is another way to chase that avenue.

Alderman Seaver commented he thought that was the problem with the restaurant that was there before. They were looking for a dock. He asked if the restaurant was going to be under the new bridge when it was built.

Mr. Overby advised that the area that was being used as easements and fill are going to be close to it. The building is still there, it rather restricts access to it and some of the property adjacent, between it and the future 321. The plans that he observed the building itself would remain intact.

Alderman Seaver wanted to see an aerial photo of the height that the bridge is going to be.

Mayor Pro Tempore Lail asked if there were any other questions of Mr. Overby. He reiterated the rules for the public hearing. He declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal.

OPPONENTS

Mr. Donald Moats, advised that he lived in Hickory Harbor Condominiums which are located in Caldwell County. He and most of his neighbors were opposed to the rezoning because of the advanced traffic that it is going to bring down there with homes. He commented that it was a really quiet area right now and they would like to keep it that way. Once these docks are built you are going to see a lot more lake traffic in there. Boats come flying under the bridge all of the time. He thought that it would be a hazard and he was opposed to it. He had seen where the bridge was coming in. He attended the meeting for the widening of 321. He commented it looks like in that area of land, the road that comes down between the restaurant and the condos will be extended under the bridge to get to the marina because the marina access will be cut-off when the new road gets built.

Mayor Pro Tempore Lail asked if anyone else wanted to speak against the proposal.

Ms. Marsha Amran advised she lived with Donald. She commented that Corbin Lane, the road that was being discussed coming down to the bridge was going to

be a big problem. Right now there is not a lot of room down there if you are thinking about bringing boats in and out of there. They have eight condos here. They feel like they are getting squished between those guys and building two houses down below them. She understood that was a flood zone behind where they are. She would hate to be in a flood zone. She agreed with everything Donald had said and they were opposed to it.

Mayor Pro Tempore Lail asked if there was anyone else who wanted to speak against it. No one else appeared. He asked if anyone wanted to speak in favor of the proposal to come forward.

PROPONENTS

Mr. Ed Neill addressed City Council. He advised that the request was temporary in nature. He distributed three maps to City Council. He advised it was to solve an error in Duke Power's shoreline management rules. They want allow a restaurant within a half of mile of the marina because according to their definitions there is no difference between a restaurant and a marina. Although, marinas have gas docks and service and sales, and sometimes a snack bar and sometimes a restaurant. A restaurant is simply a restaurant. They don't differentiate between boats slips that are 24/7 and boat slips that are temporary parking for a restaurant visit. He pointed out the City was going to spend a good deal of money on Lake Hickory. He commented that Paul Thompson, the CEO of Transportation Insight, sold his boat because there was nowhere to go on Lake Hickory. With Duke Power's blessings, having met with Wade Harmon, the only way to get docks for this restaurant is to rezone these two lots. They will not be built upon, because when the maps get around of the three DOT alternatives to provide access to the marina under the new bridge, they wrap around the restaurant building. In all three of those concepts the driveway wraps around the restaurant building and goes through these two lots under the bridge to the marina. They came up with the concept after Mr. Neill showed them how to save two million dollars by not cutting the bank on the east side down to double back from the next intersection to get into the marina. He had met with Duke and they told them how to come up with the docks. The restaurant itself is probably temporary in nature because the road widening itself will eliminate all of the parking in the front and the access road to the marina will wipe out some of the back and it will go through these two lots. He advised that this would make Lake Hickory more usable. It will add to the tax base of this property and it will create sales tax revenue for the City because they are going to put a great operator in there. He advised he would be eager to answer any questions about how they got into this dilemma to start with from an unsavory character that came through town. The Planning Board heard it and it was well discussed. He advised that the townhomes were located topographically above the restaurant building. There is a tract of land between them and the lake, they don't own it anymore. They don't have any lake access, they won't be on that tract of land, it belongs to a man in Florida. He didn't know why they would object to the limited amount of boats. It is really a more visual amenity. If you come across the bridge you are more likely to stop at this restaurant, even though you are in car, if you see some boats tied up in front of it. The restrictions on residential docks, you have to get them so small that you can't tie a lot of boats up anyway. The inconsistently in Duke's rules, the existing marina on the eastside of the bridge prevents them from being able to have any docks anyway other than this rezoning.

Mayor Pro Tempore asked if there was anyone else who would like to speak in favor of the proposal.

Mr. Matthew Miller addressed Council. He was in the process of opening a restaurant in that location. They are scheduled to open at the end of the month. They hope that this will be an added feature for the restaurant and help make it a viable business. He advised this was a temporary 4-5 year plan for them and their long term goal was to take this restaurant concept and move it with the appropriate permits to downtown underneath Warehouse 18. Hopefully by then the City Walk will be done and it will be a nice added feature along City Walk. They are building and creating a concept that they can lift up and move over here with all the equipment in the restaurant. That was a benefit to him. He thought that it was consistent with the desires of Hickory as evidence in the passing of the Bond Referendum to add extra features for young people, young adults, and older adults. In having extra things like the City Walk, and the Riverwalk for outdoor enjoyment. Although it is taking some time to get those features up and running this dock will take a very short amount of time to get up and running. With rezoning and appropriate approval they can hopefully have a small amount of residential docks to operational next summer and add a nice little feature to tie them over while they are waiting on the other big projects that we are working on in our City. He thanked Council.

Mayor Pro Tempore Lail asked if anyone else wished to speak in favor of the proposal. No one else appeared. He asked if the opponents would like to give rebuttal comments. No one appeared. He declared the public hearing closed.

Alderwoman Patton moved, seconded by Alderman Guess approval of Rezoning Petition 16-05. The motion carried unanimously.

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

ORDINANCE NO. 16-40

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE OFFICIAL HICKORY ZONING ATLAS TO REZONE APPROXIMATELY 1.014 ACRES OF PROPERTY LOCATED AT 5251 HICKORY BOULEVARD FROM GENERAL BUSINESS (C-2) TO MEDIUM DENSITY RESIDENTIAL – 2 (R-2).

WHEREAS, Article 2, Section 2.2 of the Hickory Land Development Code provides for amendments to the Official Zoning Atlas; and

WHEREAS, the City has been petitioned to rezone approximately 1.014 acres of property located at 5251 Hickory Boulevard, more particularly described on Exhibit A attached hereto, to allow a Medium Density Residential – 2 (R-2) district; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on July 27, 2016 and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires findings the proposed rezoning is in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare; and

WHEREAS, the City Council has found Petition 16-05 to be in conformance with the City's Land Development Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED by the City Council of Hickory, North Carolina, THAT THE REZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A is approved.

SECTION 1. Findings of fact.

1. The subject property is located at 5251 Hickory Boulevard, and further identified as PIN 2793-39-9764.
2. The rezoning request is intended to further implement the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.
3. The rezoning of the property is inconsistent with the Hickory by Choice 2030 Comprehensive Plan, but a reasonable request.

SECTION 2. All ordinances or provisions of the Hickory City Code which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 3. Consistency Statement

Upon considering the matter, the Hickory City Council found:

1. The general area is located classified as General Business by the Hickory By Choice 2030 Comprehensive Plan;
2. The Hickory by Choice 2030 plan does not specifically reference this particular portion of US 321, but the plan's future land use map identifies the area as being an area that could accommodate a variety of commercial and office uses. It should also be noted, the much of the area adjacent to the subject property in the jurisdictional area of Caldwell County, is zoned specifically for single- family residential uses.
3. The subject property is located in an area classified as General Business by the HBC 2030 Comprehensive Plan. This classification would be inconsistent with a rezoning to a single-family residential district. However, the owners are requesting that proposed rezoning, which, as previously stated, constitutes a downzoning of the property.

Based upon these findings, the Hickory City Council has found Rezoning Petition 16-05 to be inconsistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

B. Departmental Reports:

1. Appointments to Boards and Commissions

BUSINESS DEVELOPMENT COMMITTEE
 (Terms Expiring 6-30; 2 Year Terms) (Appointed by City Council)
 At-Large (Council Appoints) VACANT

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

COMMUNITY APPEARANCE COMMISSION
 (Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 3 (Seaver Appoints) VACANT
 Ward 4 (Guess Appoints) VACANT
 At-Large (Outside City but within Hickory Regional Planning Area)
 (Council Appoints) VACANT
 At Large (Council Appoints) VACANT

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

HICKORY REGIONAL PLANNING COMMISSION
 (Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)
 Burke County (Mayor to Nominate) VACANT

HISTORIC PRESERVATION COMMISSION
 (Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Historic Properties (Council Appoints) VACANT
 Building Trades Profession (Council Appoints) VACANT

Mayor Pro Tempore Lail stated in Mayor Wright's absence he would read into the record Mayor Wright's nominations of Thomas Dobbins, At-Large Representative and Dale Rockensuess as the Building Trades Profession Representative for the Historic Preservation Commission. Alderman Tarlton seconded the nominations.

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

Alderman Seaver nominated Justin Davis to the International Council, Alderwoman Patton seconded the nomination.

LIBRARY ADVISORY BOARD
 (Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 4 (Guess Appoints) VACANT
 At-Large (Mayor Appoints) VACANT

PARKS AND RECREATION COMMISSION
 (Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 At-Large (2) (Council Appoints) VACANT
 At-Large (3) (Council Appoints) VACANT

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

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

VACANT

RECYCLING ADVISORY BOARD

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

Ward 2 (Tarlton Appoints)	VACANT
Ward 3 (Seaver Appoints)	VACANT
Ward 4 (Guess Appoints)	VACANT
At-Large (Council Appoints)	VACANT
At-Large (Council Appoints)	VACANT

YOUTH COUNCIL

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

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

Council voted on the above nominations, and the motions carried unanimously.

C. Presentation of Petitions and Requests

- XII. Matters Not on Agenda (requires majority vote of Council to consider)
- XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature
- XIV. There being no further business, the meeting adjourned at 8:02 p.m.

Mayor Pro Tempore Lail

City Clerk

To: City Manager's Office

From: Planning & Development Services Department

Contact Person: Cal Overby, Principal Planner

Date: August 31, 2016

Re: Call for Public Hearing – Voluntary Contiguous Annexation of Realty Income Properties 28, LLC Property

REQUEST

Call for Public Hearing, to be held on October 4, 2016, for the consideration of the voluntary contiguous annexation of 6.25 acres (272,250 ft²) of property, which consists of a newly created tract of property located at 2173 13th Avenue Drive SE.

BACKGROUND

Realty Income Properties 28, LLC has submitted a petition for the voluntary contiguous annexation of 6.25 acres (272,250 ft²) of property, which consists of a newly created tract of property located at 2173 13th Avenue Drive SE. The annexation is being requested so that the property can be connected to the city's water and sewer system.

ANALYSIS

The petitioners are seeking annexation in order to obtain connections to the city's water and sewer system. The property is currently located in the city's extra-territorial jurisdictional (ETJ) area, and zoned Regional Commercial (C-3). The petitioners are in the process of constructing a 55,000 ft² retail facility (Hobby Lobby).

The annexation area consists of a newly created tract that was reconfigured from two adjacent tracts of property. The newly created tract has yet to be mapped or assessed by the Catawba County Tax Department. The properties from which the newly configured tract was created have tax values in the vicinity of \$250,000 per acre of property. Given the size of the annexation area, the subject property (undeveloped land) could realistically have an assessed value of \$1.5 million. This would be in addition to the value of the retail facility once it has been completed.

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

RECOMMENDATION

Staff finds the petition to be in conformity with applicable statutes, and recommends authorization of a public hearing to be held on October 4, 2016.

BUDGET ANALYSIS:

Budgetary Action

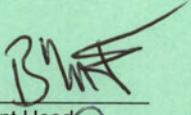
Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier 
Initiating Department Head 8/31/2016
Date

Rodney Miller
Asst. City Manager Rodney Miller 9/13/16
Date

Melissa Miller
Finance Officer, Melissa Miller 9/12/16
Date

A. Dula
Deputy City Attorney, A. Dula 9-9-16
Date

A. Surratt
Asst. City Manager, A. Surratt 9-10-16
Date

Bo Weichel
Purchasing Manager, Bo Weichel 9-12-16
Date

Date

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

A. Surratt
Interim City Manager, A. Surratt

9-10-16
Date

CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION

DATE SUBMITTED: AUG 31 2016

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

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

1. The property be voluntarily annexed is located on 13th Avenue Drive SE
between McDonald Parkway and Dead End
and is shown in more detail on the attached survey.

PIN NO. (S) : 371220708419 and 371220800378

Physical (Street) Address: 2173 13th Avenue Drive SE

2. The property is owned by: (please print) Realty Income Properties 28, LLC
 (Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

Owner Information:

Name: Realty Income Properties 28, LLC

Address: 11995 El Camino Real, San Diego, CA 92130

Phone Number: 858-284-5116

3. The petition is submitted by: Blue Ridge Engineering PLLC
 (If the Petition is submitted by someone other than the owner, the attached agent authorization must be signed, notarized and submitted from the owner(s) authorizing the agent to act on his behalf.)

Agent Information:

Name: Blue Ridge Engineering PLLC

Address: 924 Main Street - Suite 200, North Wilkesboro, NC 28659

Phone Number: 336-838-2500

4. If annexation is approved by the Hickory City Council, and if the property(s) is not currently zoned by the City of Hickory, the applicant would request that the property be placed into a (currently zoned C-3) zoning district.

5. WATER AND SEWER AVAILABILTY AND CONNECTIONS

We, the undersigned property owner(s), herby understand and agree we shall be responsible for all costs associated with providing for extensions and/or connections to the City of Hickory public utility system (water and sewer). This includes all design, permitting, construction, legal and applicable City of Hickory Tap Fees. Furthermore, we shall be responsible for obtaining any and all necessary easements and encroachment agreements needed to provide for such extensions or connections and provide those to the City of Hickory as appropriate.

The undersigned owner further acknowledges, they shall be responsible for any future utility extensions required to serve the property due to subdivision of the property.

6. APPLICANT'S AFFIDAVIT

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

Realty Income Properties 28, LLC
Printed Name of Property Owner(s)
11995 El Camino Real, San Diego, CA 92130
Address of Property Owner(s)

Signature of Property Owner(s)
Michael R. Elffer
Executive Vice President,
General Counsel
858-284-5116
Telephone Number of Property Owner(s)

(Please choose the appropriate notary block)

Approved As To Form
Legal Department
Ad Wright

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

State of North Carolina - County of
I, the undersigned Notary Public of the County and State aforesaid, certify that
personally came before me this day an acknowledged the he /
she is the of corporation /
limited liability corporation / general partnership / limited partnership (strike through the inapplicable),
and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in
its mane on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this
day of , 20
My Commission Expires:
Notary Public

See Attached Certificate

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On July 25, 2016 before me, Sophia Harris, Notary Public, personally appeared Michael R. Pfeiffer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]

Signature of Notary Public

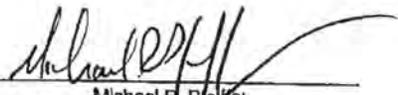


(Notary Seal)

AGENT AUTHORIZATION

I, Realty Income Properties 28, LLC, am the owner of the property listed below and I certify that I have granted and give permission to, Blue Ridge Engineering PLLC (agent) to act as my duly authorized agent for annexation of the subject property into the City of Hickory, described as follows: Parcels #371220708419 (DB 3345 PG 1620) and a portion of #371220802156 (DB 3345 PG 1615), located at 2173 13th Avenue Drive SE, Hickory, NC. Any financial responsibility or obligations associated with the annexation pursuant to this authorization will be the responsibility of Realty Income Properties 28, LLC.

Property Owner

Signature: 
Date: Michael F. Pfeiffer
Executive Vice President
General Counsel

7/25/16

State of: _____
County of: _____

Approved As To Form
Legal Department
AJ Wright

I, a Notary Public, hereby certify that _____ appeared before me and acknowledged the execution of this document.

Date: _____
Notary Signature: _____
My Commission Expires _____

See Attached Certificate
(Official Seal)

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On July 25, 2016 before me, Sophia Harris, Notary Public, personally appeared Michael R. Pfeiffer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(Notary Seal)

FILED Catawba County

on Jun 08, 2016 at 04:38:00 pm

Excise Tax \$0.00 (AT)

INST. # 09264

DONNA HICKS SPENCER,
Register of Deeds

Ek 03345 Pg 1620-1625

REVENUE \$-0-

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 3712 20 70 8419 and portion of 3712 20 80 2156
LRK (REID) 601234 and portion of 601232

Verified by _____ County on the ____ day of _____,
by _____

Mail after recording to Kevin McIntosh
This instrument was prepared by: William R. Sigmon, SIGMON CLARK MACKIE HANVEY & FERRELL, P.A., P.O. Drawer 1470, Hickory, NC 28603

Brief Description for the index 6.25 ac. ±, Lot 4, Plat Bk 76, Pg 20

Does property include the Primary Residence of Grantor? YES NO

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this June 3, 2016, by and between _____

GRANTOR

GRANTEE

Burgin - Hickory Properties, LLC, a North Carolina limited liability company
P.O. Box 2610
Hickory, NC 28603;
Howard Pruitt (aka Howard L. Pruitt, Jr.) and wife, Georgia M. Pruitt
560 39th Ave. Dr., N.W.
Hickory, NC 28601
and
Joe C. Rowe and wife, Sharon B. Rowe
P.O. Box 2610
Hickory, NC 28603

Realty Income Properties 28, LLC, a Delaware limited liability company
Attn: Legal Department
11995 El Camino Real
San Diego, CA 92130

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

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

6

1621

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

See attached Exhibit "A" which is incorporated herein by reference as if fully set forth verbatim.

Georgia M. Pruitt and Sharon B. Rowe join in the execution of the Deed solely for the purpose of releasing any marital interest which they might have in said property and do not join in the warranty.

THE DRAFTSMAN OF THIS INSTRUMENT DID NOT SEARCH TITLE NOR ABSTRACT TITLE TO THIS PROPERTY; THEREFORE, HE MAKES NO CERTIFICATION NOR ACCEPTS ANY LIABILITY FOR THE CONDITION OF THE TITLE THERETO; AND IS NOT THE CLOSING AGENT.

The property hereinabove described was acquired by Grantor by Instrument recorded in Book 1482, Page 557 and Book 3068, Page 1446.

A map showing the above described property is recorded in Plat Book 76, Page 20.

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

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

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

WEB

Burgin - Hickory Properties, LLC

By: William C. Burgin
William C. Burgin, Member/Manager

By: Joe C. Rowe
Joe C. Rowe, Member/Manager

By: Howard L. Pruitt, Jr.
Howard L. Pruitt, Jr., Member/Manager

Howard Pruitt (SEAL)
Howard Pruitt

Georgia M. Pruitt (SEAL)
Georgia M. Pruitt

Joe C. Rowe (SEAL)
Joe C. Rowe

Sharon B. Rowe (SEAL)
Sharon B. Rowe

STATE OF NORTH CAROLINA
COUNTY OF Catawba

1622

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: William C. Burgin, as Member/Manager of Burgin - Hickory Properties, LLC, a North Carolina limited liability company

Date: June 3, 2016

(SEAL) DORENE ORTHEY
ALEXANDER COUNTY, NC
NOTARY PUBLIC
Dorene Orthey
Notary Public
Dorene Orthey
Printed Name
My commission expires: 9-5-2016

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Howard Pruitt, individually; and Howard L. Pruitt, Jr., as Member/Manager of Burgin - Hickory Properties, LLC, a North Carolina limited liability company

Date: June 3, 2016

(SEAL) DORENE ORTHEY
ALEXANDER COUNTY, NC
NOTARY PUBLIC
Dorene Orthey
Notary Public
Dorene Orthey
Printed Name
My commission expires: 9-5-2016

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Georgia M. Pruitt

Date: June 3, 2016

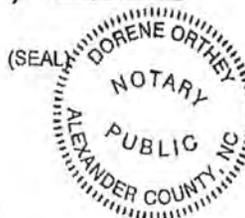
(SEAL) DORENE ORTHEY
ALEXANDER COUNTY, NC
NOTARY PUBLIC
Dorene Orthey
Notary Public
Dorene Orthey
Printed Name
My commission expires: 9-5-2016

1623

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Joe C. Rowe, Individually, and as Member/Manager of Burgin - Hickory Properties, LLC, a North Carolina limited liability company

Date: June 3, 2014



Dorene Orthey
Notary Public
Dorene Orthey
Printed Name
My commission expires: 9-5-2016

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sharon B. Rowe

Date: June 3, 2014



Dorene Orthey
Notary Public
Dorene Orthey
Printed Name
My commission expires: 9-5-2016

EXHIBIT "A"

1624

Legal Description

Non-Warranty Deed

**Grantor: Burgin-Hickory Properties, LLC; Howard Pruitt and wife, Georgia M. Pruitt;
and Joe C. Rowe and wife, Sharon B. Rowe
Grantee: Realty Income Properties 28, LLC**

Being a new tract of land, a portion of the Burgin - Hickory Properties, LLC property shown on in Plat Book 74, Page 196, Tract 2, and a portion of the Howard Pruitt and Joe C. Rowe property described in BK 1934, PG 406, located in the Hickory Township, Catawba County, North Carolina, south of Interstate 40 and west of McDonald Parkway, SE, bounded on the north by Interstate 40, on the east by PTM, LP (Sheetz Lot), on the south by 13th Avenue Drive, SE (a public road), and on the west by Rudisill & Coulter Investment LLC, BK 2235, PG 1866, being a portion of Tract 2, Plat Book 31, Page 147, surveyed by C. Neil Shepherd, PLS of Blue Ridge Engineering PLLC, Project #16002, May 10, 2016, tied to NC Grid, NAD 83. A metes and bounds description taken from said survey is as follows:

BEGINNING at a concrete monument found at the southern margin of the right-of-way of Interstate 40, in a controlled access fence line, at the northeast corner of the remaining property of Rudisill & Coulter Investment LLC, BK 2235, PG 1866, said concrete monument being located N 85°13'45" W a grid distance of 5,908.37 feet from NCDOT monument "FAIRGROVE"; thence from the **POINT OF BEGINNING**, with the southern margin of the right-of-way of Interstate 40, and a controlled access fence, the following five courses: (1) S 67°41' 39" E a distance of 129.40 feet to a NCDOT R/W disc found; (2) S 47° 04' 37" E a distance of 73.20 feet to a 1/2 inch rebar found at the northwest corner of Tract 2, Plat Book 74, Page 196; (3) S 47°11' 52" E a distance of 107.02 feet to a NCDOT R/W disc found; (4) S 68° 34' 26" E a distance of 210.93 feet to a 5/8 inch rebar set with blue cap; (5) S 34° 28' 21" E a distance of 154.82 feet to a 5/8 inch rebar set with blue cap; thence a new line, S 20° 26' 29" W a distance of 427.49 feet to a 5/8 inch rebar set with blue cap; thence with the northern margin of the right-of-way of 13th Avenue Drive, SE, a public road, the following two courses: (1) 215.05 feet along a curve to the right with a radius of 1,402.50 feet, chord bearing of N 58°26' 57" W and chord distance of 214.84 feet, to a 1/2 inch rebar found at the southwest corner of Tract 2, Plat Book 74, Page 196; (2) continuing 296.57 feet along the same curve to the right with a radius of 1,402.50 feet, chord bearing of N 47°59' 54" W and chord distance of 296.02 feet to a 5/8 inch rebar set with blue cap, said rebar being located N 01°50'56" W a distance of 304.45 feet from a 1 inch pipe found; thence with the western boundary of Tract 2, Plat Book 31, Page 147, and the eastern boundary of Rudisill & Coulter, LLC, BK 2235, PG 1866, the following two courses: (1) N 01°50'56" W a distance of 437.62 feet to a 24 inch dead oak; (2) N 38°17'32" E a distance of 67.45 feet to a concrete monument, the **POINT OF BEGINNING**; containing an area of 6.25 acres, more or less, by coordinate computation.

216326.1

-5-

1625

The above-described property is shown as Lot 4 on a recombination plat recorded in Plat Book 76, Page 20, Catawba County Registry.

For partial chain of title see deed recorded in Book 1482, Page 557 and Book 2068, Page 1446, Catawba County Registry.

WEB

VOLUNTARY CONTIGUOUS ANNEXATION ANALYSIS

APPLICANT: Realty Income Properties 28, LLC

AGENT: Blue Ridge Engineering, PLLC

PROPERTY LOCATION (See Map 1): 2173 13th Avenue Drive SE

PIN NUMBERS: 3712-20-70-8419 and 3712-20-80-0378 (Note: The property lines have been reconfigured to create a new tract of property, which is the annexation area. The plat showing this new tract of property was duly recorded in Plat Book 76 Page 20 of the Catawba County Registry. The newly configured property lines have yet to be shown on the Catawba County tax maps.

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

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

ACREAGE: 6.25 acres (272,250 ft²)

DEVELOPMENT POTENTIAL: The subject property is currently Regional Commercial (C-3), and can be utilized for a variety of retail, office, service, and multi-family residential land-uses. Intensity of development within Regional Commercial (C-3) districts is limited to a floor area ration of 0.85 for non-residential development, and thirty (30) unit per acre for multi-family residential. Given these prescribed development intensities, the property could theoretically yield up to 231,141 ft² of non-residential floor area, or up to 188 multi-family residential units.

Currently the property is being developed for the location of a 55,000 ft² single-tenant retail facility (Hobby Lobby). Permits and approvals required for this activity have been obtained, and the construction of the facility is progressing.

TAX VALUE: As noted above, the property lines have recently been modified, and an assessment for the new tract has not been provided by the Catawba County Tax Assessors Office. The properties from which the newly configured tract was created have tax values in the vicinity of \$250,000 per acre of property. Given the size of the annexation area, the subject property (undeveloped land) could realistically have an assessed value of \$1.5 million. This would be in addition to the value of the retail facility once it has been completed.

POPULATION INCREASES: As previously outlined, the property is proposed to be developed for non-residential purposes, as such the annexation of the subject property will not increase the city's population.

SCHOOL DISTRICTS: The property is located within the jurisdictional area of the Catawba County Public School System. However as previously noted, the subject property is being developed for the location of a commercial (non-residential) facility, and would not impact the school system.

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

- **North:** The properties across I-40 are zoned Industrial (IND), and are occupied by a quarry operation (Martin Marietta);
- **South:** The properties are zoned Regional Commercial (C-3), and are occupied by multi-tenant shopping center (Valley Corners);
- **East:** The property is zoned Regional Commercial (C-3), and is currently vacant; and
- **West:** The property is zoned Regional Commercial (C-3), and is currently vacant.

UTILITY SERVICE: Water and sewer are available to serve the property. The developer is responsible for all cost associated with the extension of water and sanitary sewer to serve the property. If property is subdivided the developer shall install infrastructure to serve each new lot.

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

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

STAFF COMMENTS:

- **Fire:** Annexation of this property would not adversely affect the operations of the fire department. The property is currently in Engine 5 fire district and will remain. Construction and use of the building shall comply with the NC Fire and Building Code.
- **Police Department:** Annexation of this property would not adversely affect the operation of HPD. The property would be in Charles PACT.
- **Engineering:** No objections.
- **Planning:** No objections.
- **Public Services:** Solid Waste can service this property.
- **Public Utilities:** Water and sewer are available to serve the property. The developer is responsible for all cost associated with the extension of water and sanitary sewer to serve the property. If property is subdivided the developer shall install infrastructure to serve each new lot.
- **Legal:** No objections.
- **City Manager's Office:** No objections.

STAFF RECOMMENDATION: Upon evaluation staff has found the following:

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

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

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

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

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

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

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

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

CERTIFICATE OF SUFFICIENCY

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

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

2173 13th Avenue Drive SE, Hickory.

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



Debbie D. Miller
Debbie D. Miller, City Clerk

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

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

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

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

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

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

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

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

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

Rudy Wright
Mayor

Andrea Surratt, Interim City Manager

Approved As To Form:

Deputy City Attorney for the City of Hickory

RESOLUTION NO. 16-___

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

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

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

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

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

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

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

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

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

Done this 20th day of September, 2016.

(SEAL)

THE CITY OF HICKORY, A
North Carolina Municipal Corporation

Attest:

By: _____
Rudy Wright, Mayor

Debbie D. Miller, City Clerk

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

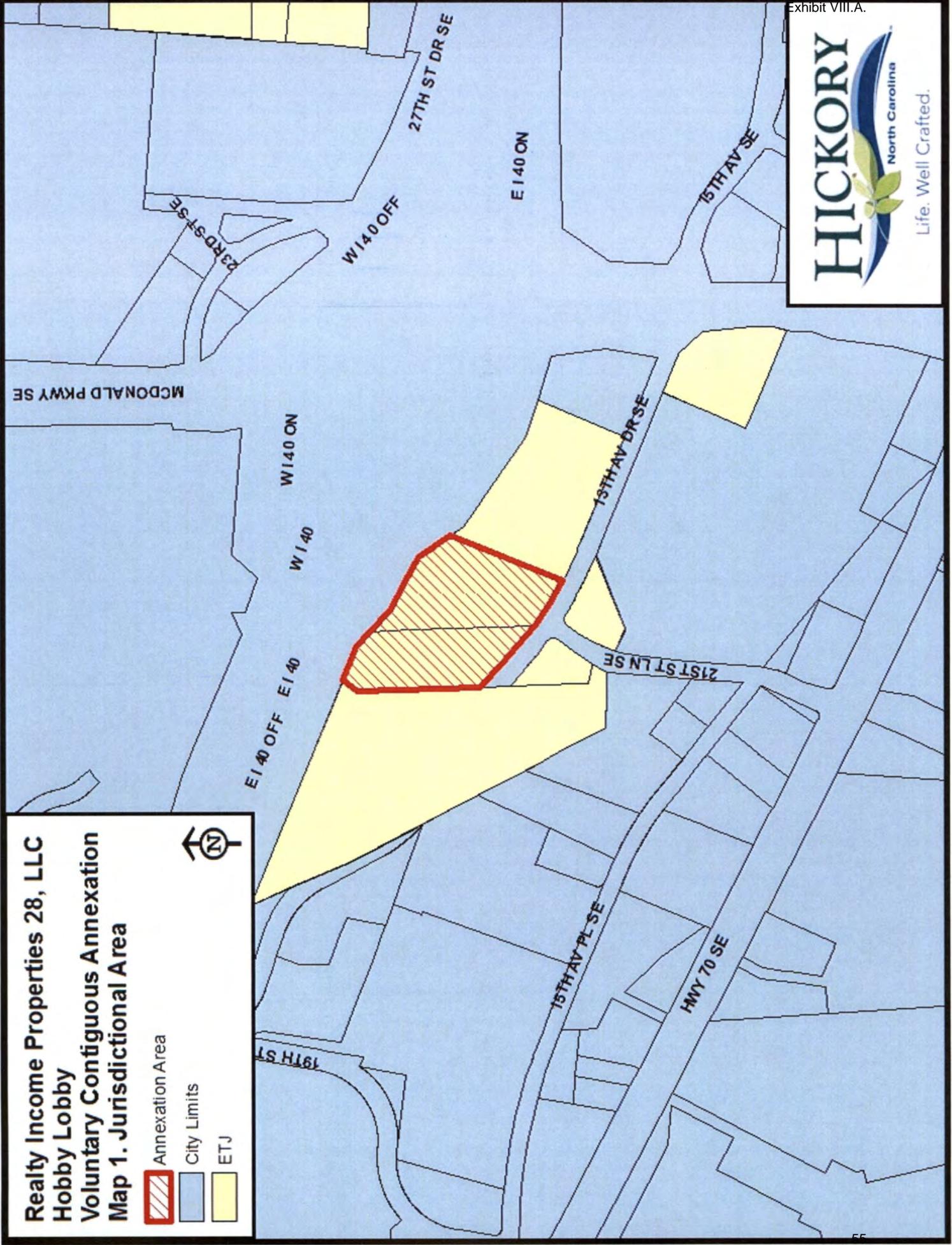
Arnita Dula, Deputy City Attorney



**Realty Income Properties 28, LLC
Hobby Lobby
Voluntary Contiguous Annexation
Map 1. Jurisdictional Area**

 Annexation Area
 City Limits
 ETJ





**Realty Income Properties 28, LLC
Hobby Lobby
Voluntary Contiguous Annexation
Map 2. Current Zoning**

 Annexation Area

Zoning

 Regional Commercial (C-3)

 Industrial (IND)



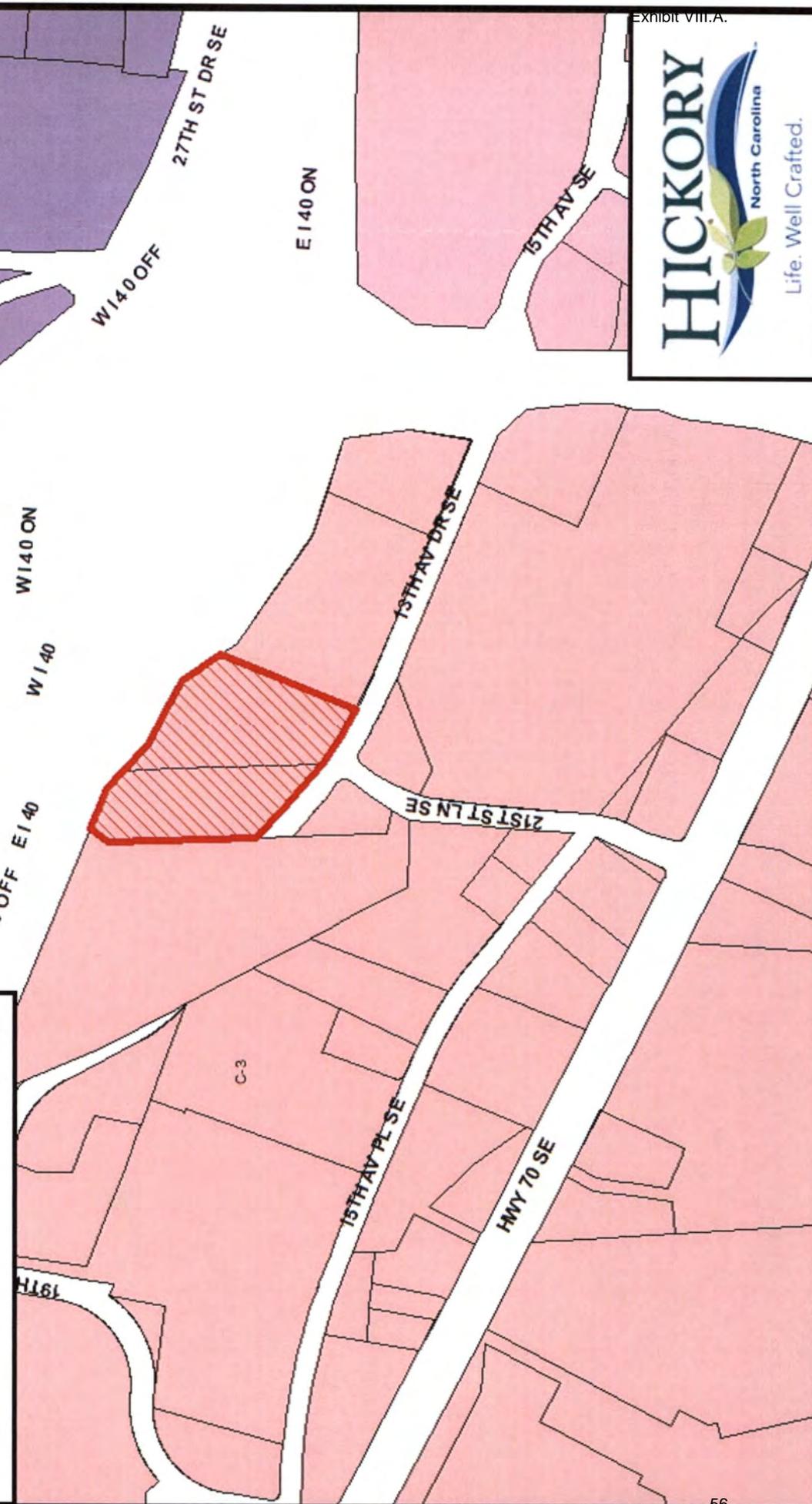
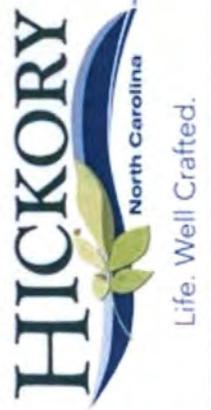


EXHIBIT VIII.A.

HICKORY
North Carolina
Life. Well Crafted.



**Realty Income Properties 28, LLC
Hobby Lobby
Voluntary Contiguous Annexation
Map 3. 2014 Aerial Photography**

 Annexation Area



2

COUNCIL AGENDA MEMOS

Exhibit VIII.B.

To: City Manager's Office

From: Parks and Recreation Department

Contact Person: Mack McLeod, Parks and Recreation Director

Date: September 2, 2016

Re: Call for Public Hearing for the Consideration of an Ordinance Amending Chapter 4 Section 4-21(a) of the Hickory Code of Ordinances

REQUEST

Call for public hearing for the consideration of an ordinance amending Chapter 4 Section 4-21(a) of the Hickory Code of Ordinances. The public hearing would be held on October 4, 2016.

BACKGROUND

Chapter 4 (Animals and Fowl), Section 4-21 of the Hickory City Code concerns Restraint of Animals.

Section 4-21(a) stipulates that an animal can be off an owner's property if it is under the physical control of a person and physically restrained by a chain, leash or harness that is held in the hand of the person. An animal is not considered restrained if it is on a chain, leash or harness but, is not under the control of the owner or caregiver.

ANALYSIS

Section 4.21(a) allows for the two following exceptions: 1) Service animals trained to provide assistance to persons impaired in sight, hearing, mobility or any other impairment; and, 2) A working police dog in the course and scope of its duties.

Now that the City of Hickory operates the Fairbrook Optimist Dog Park, a third exception is required: 3) Dogs in city dog parks.

The Parks and Recreation Commission, at their September 13, 2016 meeting, will consider endorsement of the ordinance amendment.

RECOMMENDATION

Staff recommends approval of the ordinance amending Chapter 4 Section 4-21(a) of the Hickory Code of Ordinances.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Mack McLeod MM 9.2.16

Amita M Dula 9-9-16

Initiating Department Head

Rodney Miller
Asst. City Manager Rodney Miller

Date
9/13/16

Deputy City Attorney, A. Dula

A. Surratt
Asst. City Manager, A. Surratt

Date
9-10-16

Melinda Miller
Finance Officer, Melissa Miller

Date
9/12/16

Bo Weichel
Purchasing Manager, Bo Weichel

Date
9-12-16

Date

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

M. Berry
City Manager, M. Berry

Date
9/10/16

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 4 SECTION 4-21(a) OF THE HICKORY
CODE OF ORDINANCES**

WHEREAS, Section 4-21(a) of Chapter 4 Animals and Fowl of the Hickory City Code of ordinances regulates the restraint of animals; and

WHEREAS, the regulations require owners to keep their animals on a leash, harness, or other restraint when the animals off the owners' properties with certain exceptions; and

WHEREAS, the City Council hereby desires to amend those exceptions to include animals in dog parks regulations now that Hickory City now operates a dog park; and

WHEREAS, the revisions to Chapter 4, Section 4-21(a) of the Hickory City Code as suggested by Staff and/or directed by the Hickory City Council have been incorporated herein.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HICKORY, THAT THE HICKORY CITY CODE BE AMENDED AS FOLLOWS:

ARTICLE II. Section 4-21(a) of the Hickory City Code shall be amended as follows:

- (a) Every person owning or having possession, charge, care, custody or control of any animal shall keep such animal exclusively upon the owner's real property. However, such animal may be off the owner's real property if it is under the physical control of a person and physically restrained by a chain, leash or harness and held in the hand of said person. An animal is not considered restrained if it is on a chain, leash, or harness, but not under the control of the owner or caregiver. Exceptions to this section are as follows:
 - (1) Service animals trained to provide assistance to persons impaired in sight, hearing, mobility, or any other impairment, do not have to be under physical restraint while off the owner's premises if the dog is under the impaired person's direct control and is obedient to that person's commands. The animal control officer or any sworn police officer may request proof of assistance animal registration to satisfy this exception.
 - (2) A working police dog in the course and scope of its duties.

(3) Dogs in city dog parks

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

Effective Date.

This Ordinance shall become effective immediately upon adoption.

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

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

(SEAL)
ATTEST:

By: _____
Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Approved as to form this 9th day of September, 2016.

Arnita M. Dula
Arnita M. Dula, Deputy City Attorney for City of Hickory



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 ~ ROLLING DOWN THE TRACKS: A CELEBRATION OF RAILROADS
 Applicant Name & Title: Ingrid Keller, Executive Director
 Organization: Western Piedmont Symphony
 Mailing (Billing) Address: 243 3rd Ave NE, Suite 1N
 City / State / Zip: Hickory, NC 28601
 Daytime Phone: 828-324-8603 Cell: 828-461-5857 Email: executivedirector@wpsymphony.org
 Description of the Event: Members of the Western Piedmont Symphony will perform a concert Under the Sails on Union Square in downtown Hickory. The City of Hickory and the Hickory Metro CVB will sponsor the event.
 Does the event have a Twitter, Facebook or other social networking page? Yes
 If yes, please list URL(s): https://www.facebook.com/events/1103634546397700/

Event Address: Under the Sails on Union Square in Downtown Hickory	
Date of Event: Sunday, September 25, 2016	
Event Start Time: 5 p.m.	Event End Time: 6:30 p.m.
Road Closure Begins (if applicable): n/a	Road Closure Ends (if applicable): n/a
Set-Up Begins: 1 p.m.	Clean-Up Ends: 9:00 p.m.
Preferred Date & Time of Inspection: n/a	
Estimated Attendance: 1500-4000	
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: Musicians in the WPS will perform	

APPLICANT'S SIGNATURE Ingrid Keller Digitally signed by Ingrid Keller
Date: 2016.08.03 12:00:29 -0400 **DATE:** 8/3/2016

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

TENTS & MEMBRANE STRUCTURES

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

Will tent(s) be used for the event? Yes 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: Larry Gregg, Phone: 828 261-0415 Email: musicalmadness@embarqmail.com

Larry's Music and Sound

VOICE/MUSIC AMPLIFICATION

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

If yes, state the number of bands and type of music: Number of bands: 1 Symphony Orchestra

Type(s) of music: Classical & Pops

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: 5:00 p.m. Finish time: 6:30 p.m.

HAZARDOUS MATERIALS

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

ALCOHOL

Will alcoholic beverages be served? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If yes, NC ABC permit required)
Will alcoholic beverages be sold? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If yes, NC ABC permit required)
What type of alcohol will be served? <input type="checkbox"/> Draft Beer <input checked="" type="checkbox"/> Can/Bottle Beer <input checked="" type="checkbox"/> Wine <input type="checkbox"/> Liquor
Who will be serving the alcohol? Western Piedmont Symphony Area
Times for alcohol to be served: 4:00 p.m. - 7:00 p.m.
Locations within event site where alcohol will be served: Designated area on Union Square
Have you applied for a North Carolina temporary ABC permit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please describe attractions: <p style="font-size: small;"><i>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.</i></p>
--

VENDORS

Does the event include food vendors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If the event will have food vendors, please check the following that apply: <input type="checkbox"/> Served <input type="checkbox"/> Sold <input type="checkbox"/> Free <input type="checkbox"/> Catered <input type="checkbox"/> Prepared Outdoors <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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other) <i>(Use additional sheet if necessary)</i>		
<i>VENDOR</i>	<i>COOKING METHOD</i>	<i>FOOD ITEM</i>
<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
9/25/16	1:00 p.m.	WPS to begin setting up stage area	
	2:00 p.m.	Larry's Music and Sound to set up sound	
	3:00 p.m.	WPS set up tables for WPS promotions & beverages	
	3:30 p.m.	<small>City staff to set up stations, trash/recycle bins and open restrooms, make sure power on</small>	
	3:30 p.m.		
	4:30 p.m.		
	5:00 p.m.	Concert begins	
	7:00 p.m.	Concert finished by 7 p.m.	
	7:30 p.m.	Clean up & take-down at Union Square	

SITE PLAN

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

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

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

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

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

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

Check the approved City/NCDOT Route on public roadways below

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

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

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

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

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

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

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

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

Half Marathon 1 (13.1 miles)

Cycle Route 1 (10 mile)

Cycle Route 2 (32 mile)

APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS

AIRPORT ROUTE

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

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

Name the new date proposed and time: _____

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

PUBLIC PARKS ROUTES

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

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

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

Henry Fork River Regional Recreation Park

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

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

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

Highland Recreation Center at Stanford Park Options

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

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

ADDITIONAL GUIDELINES AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

ATTACHMENTS CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

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

-Public Property Event at the Airport:

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

-Waiver Request

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

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

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

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

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

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages. Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The applicant must add the city as an additional insured on the policy. The policy is to be one of comprehensive general liability in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.
- No person shall bring an animal, on a leash or otherwise, into the boundaries of this event. The boundaries and the interior of a special event shall consist of any area part of the event or parade route and shall include any public street, road, highway, sidewalk, alley, parking lot, grassy area, right-of-way or other publicly owned area. Exceptions shall include service dogs or other animals relied upon by persons with disabilities, and animals owned and controlled by public law enforcement agencies, or animals used by a vehicle for hire in accordance with applicable City ordinances. The special event operator and sponsor are responsible for immediately cleaning up and removing any animal waste from animals that are part of an authorized event, exhibit, or parade. All animal waste shall be disposed of properly. The event organizer may request a waiver from this ordinance. The sponsor shall submit plans specifying how the public will be protected from the animals. Requests shall be reviewed as part of the special event permitting process and may be approved or denied as part of that process. To request a waiver from this provision, please complete the appropriate section of the special event application.

Western Piedmont Symphony

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

To provide musical performances of distinction that enrich and enliven the community's classical music experience;
and to nourish new audiences through school concerts and family outreach programs.

LIST ORGANIZATIONS OFFICERS:

Ingrid Keller, Executive Director

828-324-8603

TELEPHONE

John Gordon Ross, Conductor

828-324-8603

TELEPHONE

Dan Green, Board President

828-322-5505

TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

~~City of Hickory - Dan Kaminski~~

Ingrid Keller

~~828-261-2289~~

828-324-8603

NAME

TELEPHONE

~~P.O. Box 398, Hickory NC 28603~~

243 3rd Ave NE, Suite 1-N, 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.

8/18/16

Date

Dan Green

President

Western Piedmont Symphony

Non-Profit Organization

Approved by:

[Signature]

CITY MANAGER

9/6/16

DATE

DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by THE CITY OF HICKORY, a North Carolina Municipal Corporation, City, and the Western Piedmont Symphony, Inc., 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.

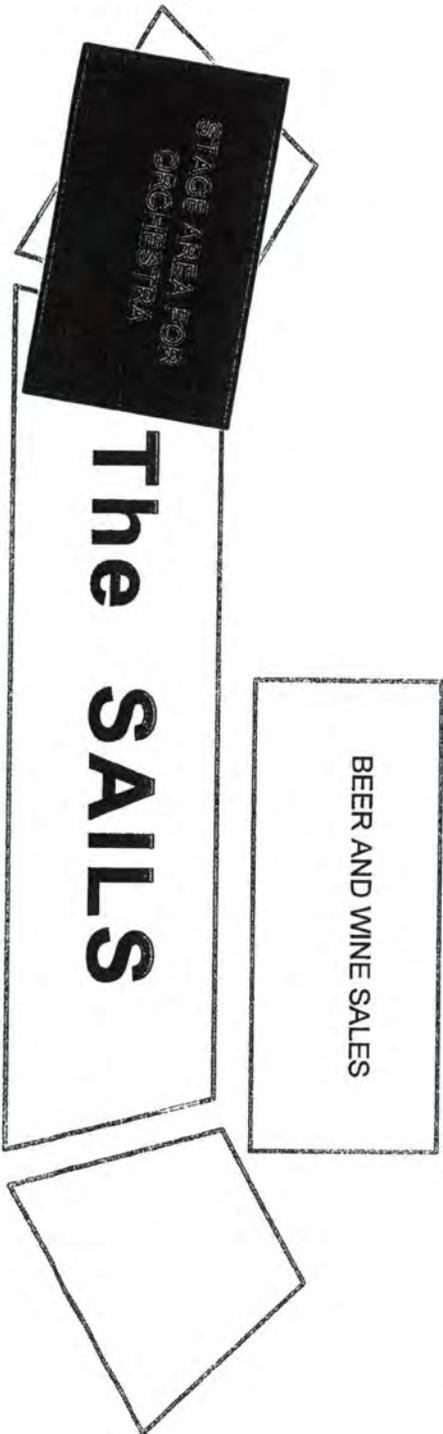
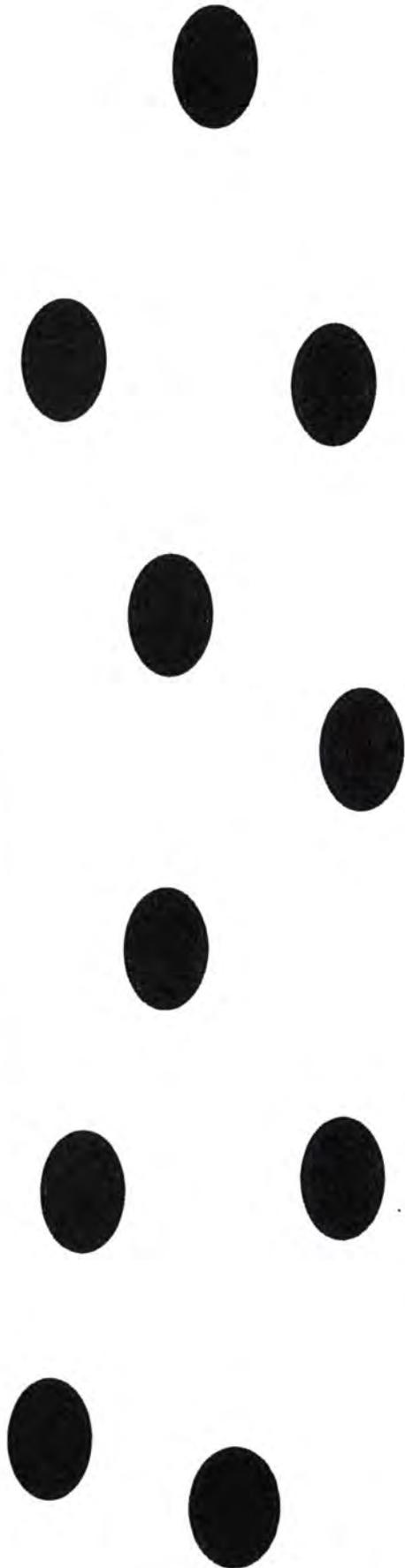
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the 18th day of August, 2016.

Dan Green
President

DOWNTOWN HICKORY DIAGRAM

STORE FRONTS ON THE DOWNTOWN HICKORY SQUARE





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: Trick or Trot 5K
 Applicant Name & Title: Kyle Mishler, Recreation Programmer
 Organization: Hickory Parks and Recreation
 Mailing (Billing) Address: 1451 8th Street Dr NE
 City / State / Zip: Hickory, NC 28601
 Daytime Phone: 828-328-3997 Cell: W-828-261-2259 Email: Kmishler@hickorync.gov
 Description of the Event: 5K race with Halloween festivities at the conclusion benefiting the Bill McDonald Scholarship fund

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

Event Address: <u>1451 8th Street Dr. NE</u>	
Date of Event: <u>10-29-16</u>	
Event Start Time: <u>7:00 am</u>	Event End Time: <u>1:00 pm</u>
Road Closure Begins (if applicable): <u>8:00am</u>	Road Closure Ends (if applicable): <u>11:00am</u>
Set-Up Begins: <u>7:00 am</u>	Clean-Up Ends: <u>3:00 pm</u>
Preferred Date & Time of Inspection: <u>10/29/16 8:00 am</u>	
Estimated Attendance: <u>50-150</u>	
The Event is: <u> </u> Private (by invitation only) or <u> X </u> Open to General Public	
Describe the procedures to be used for selecting participants and vendors for this event: <u>Website, Facebook, Newspaper, Flyers, Radio</u>	

APPLICANT'S SIGNATURE Kyle Mishler City of Hickory, NC DATE: 6-24-16

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

TENTS & MEMBRANE STRUCTURES

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

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

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

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

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

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

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

of Membrane Structure(s) _____ exceeding 400 square feet

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

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

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

Provide contact information for person responsible for setup of power:

Name: _____ Phone: _____ Email: _____

VOICE/MUSIC AMPLIFICATION

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

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

Type(s) of music: Music will be played from portable PA system _____

Will a portable or temporary stage be utilized? Yes No

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

Provide contact information for contractor providing stage:

Name: _____ Phone: _____ Email: _____

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

Will your event use amplified sound? Yes No

If yes, please indicate times: Start time: 7:30 am Finish time: 12:00 pm

HAZARDOUS MATERIALS

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

Will there be any portable heaters? Yes No

Will there be any deep fat fryers? Yes No

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

ALCOHOL

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

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

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

Who will be serving the alcohol?

Times for alcohol to be served:

Locations within event site where alcohol will be served:

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

VENDORS

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

VENDOR NAME	ADDRESS	PHONE NUMBER(S)
Will add vendors as the event gets closer*		

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

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

VENDORS

Does the event include food vendors? Yes No

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

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

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

VENDOR	COOKING METHOD	FOOD ITEM

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

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
10-29-16	7:00 am	Course set up	Cones, directional signs
10-29-16	8:00 am	Event registration	
10-29-16	9:00 am	Race Starts	Starting at HRC
10-29-16	10:30 am	Race Ends	Ending at HRC
10-29-16	11:00 am	Trick or treat, Halloween festivities	
10-29-16	1:00 pm	Event Ends	
10-29-16	1:00 pm	Clean up begins	
10-29-16	2:00 pm	Clean up ends	

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: 50-150 % of participants expected under 18: _____

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

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

Check the approved City/NCDOT Route on public roadways below

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

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

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

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

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

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

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

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

Half Marathon 1 (13.1 miles)

Cycle Route 1 (10 mile)

Cycle Route 2 (32 mile)

APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS

AIRPORT ROUTE

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

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

Name the new date proposed and time: _____

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

PUBLIC PARKS ROUTES

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

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

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

Henry Fork River Regional Recreation Park

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

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

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

Highland Recreation Center at Stanford Park Options

3.2 option 3.1 option 4.5 option - **All options along sidewalks**

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

ADDITIONAL GUIDELINES AND REQUIREMENTS

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

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

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

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

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

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

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. KM

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). KM

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. KM

ATTACHMENTS CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

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

-Public Property Event at the Airport:

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

-Waiver Request

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

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

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

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

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

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages. Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The applicant must add the city as an additional insured on the policy. The policy is to be one of comprehensive general liability in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.
- No person shall bring an animal, on a leash or otherwise, into the boundaries of this event. The boundaries and the interior of a special event shall consist of any area part of the event or parade route and shall include any public street, road, highway, sidewalk, alley, parking lot, grassy area, right-of-way or other publicly owned area. Exceptions shall include service dogs or other animals relied upon by persons with disabilities, and animals owned and controlled by public law enforcement agencies, or animals used by a vehicle for hire in accordance with applicable City ordinances. The special event operator and sponsor are responsible for immediately cleaning up and removing any animal waste from animals that are part of an authorized event, exhibit, or parade. All animal waste shall be disposed of properly. The event organizer may request a waiver from this ordinance. The sponsor shall submit plans specifying how the public will be protected from the animals. Requests shall be reviewed as part of the special event permitting process and may be approved or denied as part of that process. To request a waiver from this provision, please complete the appropriate section of the special event application.

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

LIST ORGANIZATIONS OFFICERS:

_____	TELEPHONE
_____	TELEPHONE
_____	TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

NAME	TELEPHONE
------	-----------

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.

Date

President

Non-Profit Organization

Approved by: 
 CITY MANAGER

9/9/16
 DATE

DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, City, and the _____, a non-profit organization with its principal place of operation being _____ 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 _____ day of _____, 20_____.

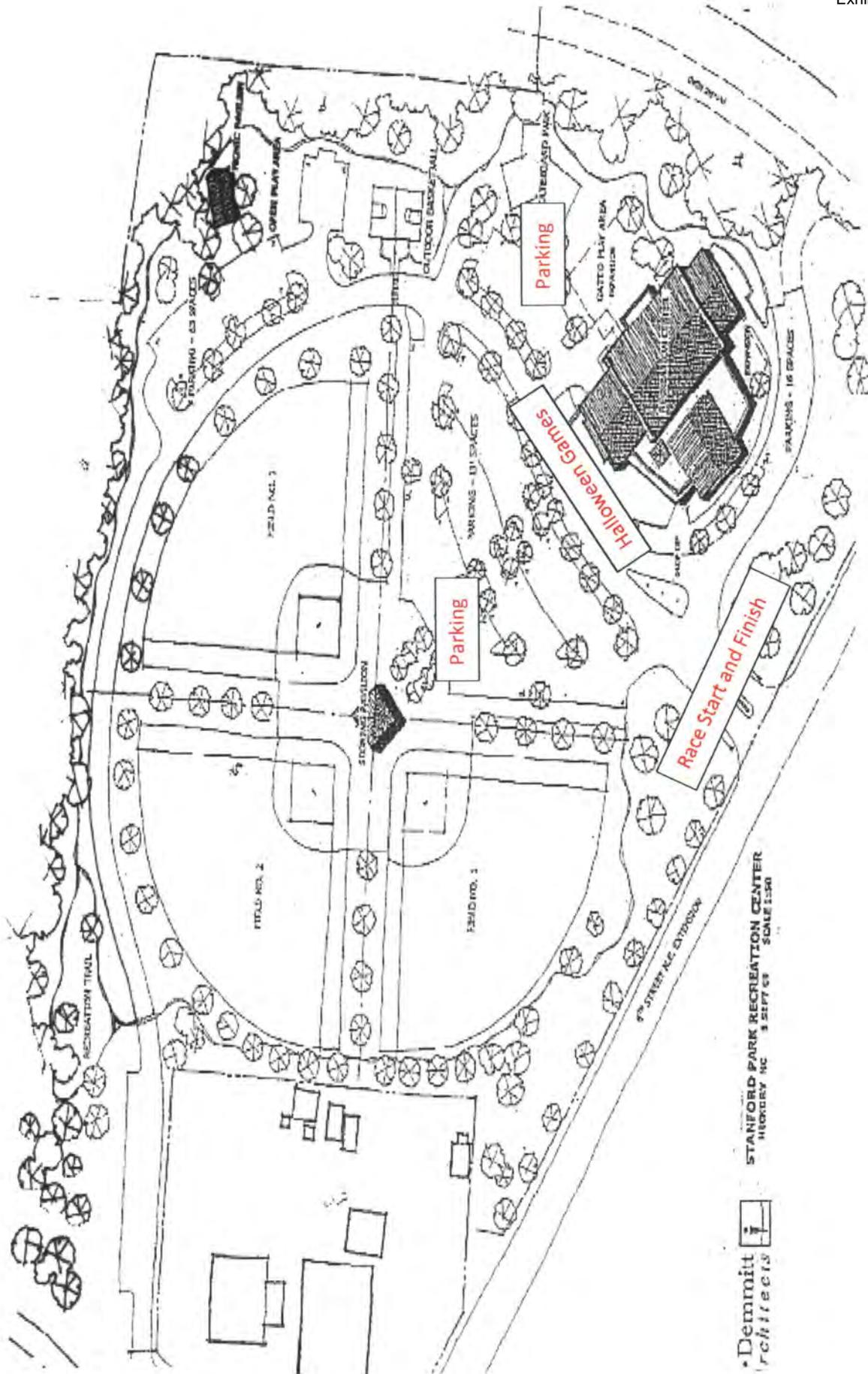
President

Trick or Trot 5K

Saturday, October 29 8:00 am

Volunteer Plan

- Volunteers would be from various organizations affiliated with Parks and Recreation Department.
- Volunteers would have various duties such as helping with registrations, setting up equipment, helping with the directional flow of the race, cleaning up after the race.



Demmitt
architects

STANFORD PARK RECREATION CENTER
HICKORY, NC 3 SEP 05 SCALE 1:500

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: September 8, 2016
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 1, 2016:

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

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

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 M. Frazier

Initiating Department Head

BMF

9/08/16

Date

Amanda M. Dula
Deputy City Attorney, A. Dula

9-9-16

Date

R. Miller
Asst. City Manager, R. Miller

9/13/16

Date

A. Surratt
Asst. City Manager, A. Surratt

9-10-16

Date

Melissa Miller
Finance Officer, Melissa Miller

9-12-16

Date

Bo Weichel
Purchasing Manager, Bo Weichel

9-12-16

Date

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

A. Surratt
Interim City Manager, A. Surratt
9/10/16
Date

10

COUNCIL AGENDA MEMOS

Exhibit VIII.F.

To: City Manager's Office
From: Fire Chief Fred Hollar
Contact Person: Fire Chief Fred Hollar
Date: September 8, 2016
Re: FY16/17 CIP Purchase to Replace Engine 1

REQUEST

To approve the contract for the replacement of Fire Engine 1, a fire apparatus that was placed in service in 1999. The fire department requests to purchase a 2017 Rosenbauer Commander Pumper from C.W. Williams of Statesville, North Carolina. The apparatus will be purchased through the Houston-Galveston Area Council (HGAC) Interlocal Contract.

BACKGROUND

Engine 1, a 1999 Quality Apparatus pumper, has been appropriated for replacement in the Capital Improvement Project Fund of the Fire Department for the budget FY16/17. The fire department staff and apparatus committee identified the needs of the city's fire department for the design of new apparatus in July of 2014. This truck satisfies the requirements set forth for a fire pumper as defined by the apparatus committee and fire department staff. The fire department has previously purchased four fire trucks from Rosenbauer America. The department has had exceptional service from the apparatus as well as from the local dealer that provides warranty and repair needs. The design features of the apparatus will further enhance the response capabilities our fire department already provides, as well as the potential for further fire and rescue service expansion.

ANALYSIS

The custom pumper will be purchased from Rosenbauer in South Dakota via C.W. Williams of Statesville, North Carolina under the guidelines and stipulations set forth by the HGAC contract. The City of Hickory has participated in this purchasing format since November 2012. The pumper will be purchased under Contract No. FS12-15. The product code for the apparatus is WC07 (Rosenbauer Commander, 4-door full-tilt aluminum cab, formed aluminum body, single axle, side-mount pump) at a base price of: \$382,809.00. In addition, there are \$64,795.00 in published options, \$39,542.00 in unpublished options, and \$13,156.00 in dealer discounts:

Total cost of vehicle is \$475,990.00 (contract attached), which includes a \$2,000 processing fee for using HGAC.

RECOMMENDATION

Fire department recommends the acceptance of the proposed contract for the purchase of a 2017 Rosenbauer Commander Pumper.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE: 010-5300-527.75-01

Reviewed by:

C. Fred Hollar _____ 9/8/16 _____
Initiating Department Head Date

A. Dula _____ 9-9-16 _____
Deputy City Attorney, A. Dula Date

Rodney Miller _____ 9/13/16 _____
Asst. City Manager Rodney Miller Date

A. Surratt _____ 9-10-16 _____
Asst. City Manager, A. Surratt Date

Melissa Miller _____ 9/12/16 _____
Finance Officer, Melissa Miller Date

Bo Weichel _____ 9-12-16 _____
Purchasing Manager/Bo Weichel Date

Date

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

A. Surratt _____
Interim City Manager, A. Surratt

9/10/16 _____
Date

APPARATUS PROPOSAL**SEPTEMBER 6, 2016**

This proposal has been prepared for:

Hickory Fire Department

The Company hereby proposes to furnish to you, subject to proper execution of a purchase agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

One (1) ----- Rosenbauer Custom Cab Side Mount Pumper Tanker

\$ 475,990.00

Delivery will be F.O.B. at the Company's physical location of 109 Commerce Drive, Statesville, North Carolina within approximately 365 days after receipt of the order at Rosenbauer's manufacturing facility.

Terms of payment are \$233,551.00 in cash due within five (5) days of Chassis arrival to Manufacturer's facility. If payment is not made within proposed amount of time the amount of \$8,167 will be added to original proposal price. Remaining balance shall be due at the time of customer pick up.

Various pre-payment programs and guidance on financial assistance are available from the Company.

This proposal shall expire unless accepted within 30 days after the date first set above. This expiration date may be extended, in writing, at the discretion of the Company.

Company: *C.W. Williams & Co., LLC.*
800-277-3473

By: _____



CERTIFICATION STATEMENT

By executing the underlying Agreement/Contract, Contractor hereby certifies that Contractor is not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and should be updated at least every 180 days.

Signature/Title

Date

FORM E - PUBLISHED OPTIONS		Procurement No.: FS12-15		
Order No.	ROSENBAUER SOUTH DAKOTA			
Notes: (Important)	1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number.			
	2) Use a single Form E for ALL items. Add/Insert additional lines			
	3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed MUST have a			
	4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item.			
	5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between			
	6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.			
Note: Bidder must identify each option bid with an identifying Code or Part				
PART NO.	DESCRIPTION	QUAN.	COST EACH	EXT. TOTAL
01-33-3100	Mnls, Bdy Complete, 1 Set Printed With CD	-1	\$ 334	-\$334
01-33-3300	Mnls, Bdy Complete, Compact Disc Version	1	\$ 120	\$120
10-04-2700	Bumper Cmpt, Center, Tool Cmpt	1	\$ 276	\$276
10-04-2920	Bumper Cmpt, Right, Hosewell Cmpt	1	\$ 276	\$276
10-04-3160	Bumper Cmpt Door, Alum T/P, Raised Style	2	\$ 206	\$411
10-04-3220	Bmpr Cmpt Lt, OSS Nt Axe 9" LED, Auto, w/Dr Opn Indctr, Ea	1	\$ 191	\$191
10-04-3235	Bmpr Cmpt Lt, OSS Nt Axe 36" LED, Auto, w/Dr Opn Indctr, Ea	1	\$ 274	\$274
10-04-3310	Bumper Guide Post, Lted	1	\$ 303	\$303
10-04-3460	Bumper Cmpt Door Gas Shock	2	\$ 156	\$312
10-05-4118	Frnt Bmpr, 4000, 2-Rib S/S 12"H, T/P Apron, T/P Wings, 18" Extnsr	-1	\$ 1,777	-\$1,777
10-05-4124	Frnt Bmpr, 4000, 2-Rib S/S 12"H, T/P Apron, T/P Wings, 24" Extnsr	1	\$ 1,880	\$1,880
10-05-9110	Tow Hooks Painted Rearward Mount	-1	\$ 131	-\$131
10-07-1500	Exhaust Heat Shield, Under Bdy Compts	-1	\$ 70	-\$70
20-09-2130	Pump Flow Rtng, Hale, DSD, 1500 GPM	-1	\$ 15,111	-\$15,111
20-14-3100	Pump Shift, Hale, Elec/Pneumatic, Midship	-1	\$ 349	-\$349
20-14-5100	Pump Primer, Hale, ESP, Oil Less	-1	\$ 1,353	-\$1,353
20-23-3110	Pump Flow Rtng, Waterous, CSUC20, 1500 GPM	1	\$ 22,421	\$22,421
20-26-2200	Pump Seal, Mech, Waterous	1	\$ 451	\$451
20-26-2400	Pump Impeller, Waterous, Flame Plated Hubs	1	\$ 447	\$447
20-26-2600	Pump Anode, Waterous, Removable	1	\$ 339	\$339
20-26-3200	Pump Shift, Waterous, Elec/Pneumatic Operated	1	\$ 344	\$344
20-26-3500	Pump Shift, Waterous, Mnl Override	1	\$ 597	\$597
20-29-1100	Primer, Trident Air Primer	1	\$ 1,001	\$1,001
20-31-3200	Dump-Relief Vlv, Suction Side, ELK #40, NST	1	\$ 719	\$719
20-31-3600	Dump-Relief Vlv, Suction Side, TFT A18	1	\$ 435	\$435
20-31-4600	Pump Cooler, Waterous, Thermal , Overheat Mgr	1	\$ 668	\$668
20-31-5100	Heat Exchanger, Engine, Hook-Up Only	-1	\$ 211	-\$211
20-31-5200	Heat Exchanger, Engine, Complete	1	\$ 486	\$486
21-01-2200	Drain/Bleeder, Class 1, Automatic	1	\$ 102	\$102
21-01-2500	Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	2	\$ 106	\$211
21-01-5500	Intk Manifold, Stnls Stl	-1	\$ 765	-\$765
21-01-6500	Dschg Manifold, Stnls Stl	-1	\$ 765	-\$765
22-12-3100	Intk, Aux, Gtd, 2-1/2", NST, Right Side	1	\$ 726	\$726
22-40-7900	Adptr, LW Alum, 30 Deg, 6"F x 5" Storz	1	\$ 176	\$176
22-41-1100	Plug, 2-1/2", Chrome Rocker Lug, w/Chain	1	\$ 74	\$74
24-41-5700	Cap, 6", Chrome Long Handle	-1	\$ 172	-\$172
22-41-7200	Cap, 5" Storz, LW Alum, Lckng, W/Chain or Cable	1	\$ 81	\$81

22-55-4010	Intk Vlv Cntrl, Pull Rod, 1/4 Turn, AKR - Class1	3	\$	121	\$363
22-55-4012	Intk Vlv Cntrl, Pull Rod, 1/4 Turn, AKR - IC	-2	\$	121	-\$242
22-55-4050	Intk Vlv Cntrl, AKR, Mnl Swing Type-Adjacent	-1	\$	135	-\$135
23-05-1900	Dschg, 1", Front RH Bumper	1	\$	1,120	\$1,120
23-06-2200	Crosslay Dschgs, (2) 1-1/2", Over Pump Panel	-1	\$	1,902	-\$1,902
23-08-3300	Crosslay Cvr, Alum T/P, Sngl, W/Vinyl End Flaps	-1	\$	319	-\$319
23-08-4130	Crosslay Trim, Alum Angles, Both Sides	-1	\$	77	-\$77
23-10-4100	Dschg, 2-1/2", Right Side, Pump Panel	-1	\$	688	-\$688
23-10-5200	Dschg, 3" x 4"NST, Right Side, Pump Panel	-1	\$	894	-\$894
23-10-6100	Dschg, 4", Right Side, Pump Panel	1	\$	2,435	\$2,435
23-13-3100	Dschg, 2-1/2", Left Rr	2	\$	1,210	\$2,420
24-01-2400	Adptr, Reducing, 2-1/2" NST F x 1-1/2" NST M, Chrome	2	\$	68	\$136
24-02-1200	Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	2	\$	162	\$323
24-03-1200	Cap, 1-1/2", NST Chrome, Rocker Lug, w/Chain	2	\$	54	\$108
24-53-0010	Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - Cls1	8	\$	121	\$968
24-53-0020	Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	-7	\$	166	-\$1,163
24-53-0300	Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR Slow Close - IC w/G	-1	\$	180	-\$180
24-53-1300	Dschrg Vlv Cntrl, AKR, 4", Handwheel	1	\$	458	\$458
24-62-1250	Vlv Mfger, AKR, 8000, (2-1/2")	1	\$	237	\$237
24-62-1300	Vlv Mfger, AKR, 8000, (3")	-1	\$	380	-\$380
25-01-1300	Foam Eductor, ELK240P-125, 125GPM, Built In	1	\$	1,610	\$1,610
25-20-1210	Foam Plmbg, Sngl Class B Tank, 1" Mnl Vlv	1	\$	156	\$156
25-21-1600	Foam Tank, Intgrl Poly, 30 Gal, Class B	1	\$	729	\$729
25-23-1000	Foam Tank Drain, 1" Gate Vlv, Under Tank	1	\$	205	\$205
25-50-1200	Water Tank Drain, 1-1/2", 1/4 Turn Vlv	1	\$	249	\$249
26-10-2100	Pump Enc Cmpt, SM, Dnng Over Pump, Open	-1	\$	867	-\$867
26-30-5300	Hosewell, Rning Brd, Pump Panel, RH (Floating)	1	\$	201	\$201
26-30-6200	Hosewell, Rning Brd, Velcro Straps,	1	\$	77	\$77
26-31-3200	Pump Side Access Door, Upper RH, Alum T/P	-1	\$	185	-\$185
26-31-3340	Pump Side Access Door, Upper RH, Blk Thermo	1	\$	238	\$238
26-31-4000	Frt Access Pump Panel, Alum T/P, Rmvbl, Latches	1	\$	492	\$492
26-56-1100	Pump Panel Lts, (3) Wldn 2025 Midship LH, w/ Swtch on Pmp Oprtr	-1	\$	140	-\$140
26-56-1200	Pump Panel Lts (2), Weldon #2025 Midship RH, Swtch on Pmp Oprtr	-1	\$	140	-\$140
27-01-1408	Mstr Gauges, Class 1, 4-1/2" PSI, White LED Backlit, WF, Pr	1	\$	447	\$447
27-01-1500	Mstr Gauges, Noshok, 4" PSI, Pr	-1	\$	337	-\$337
27-02-1400	Gauge, Dschg, Class 1, 2-1/2" 400#, Red LED Backlit, WF	1	\$	185	\$185
27-02-1407	Gauge, Dschg, Class 1, 2-1/2" 400#, Blue LED Backlit, WF	9	\$	185	\$1,663
27-02-1500	Gauge, Dschg, Noshok, 2-1/2" 400#, WF	-9	\$	96	-\$861
27-10-3100	Pressure Gvrnr, FRC, Pump Boss 400 Series, w/Bdy	1	\$	2,214	\$2,214
27-10-3400	Pressure Gvrnr, FRC, In-Cntrl, w/Bdy TGA300	-1	\$	3,047	-\$3,047
27-35-6100	Water Tank Gauge, Whelen PS TANK LED, Level Lts, Pair, FRC	1	\$	818	\$818
27-36-5070	Foam Tank Gauge, IC, 10-LED, Class B, Pump Panel (straight)	1	\$	317	\$317
27-37-1100	Air Horn, Push Button, Pump Panel	1	\$	168	\$168
29-00-1100	Hosebed, Pmpr, <180" L, 48" Wide	-1	\$	773	-\$773
29-00-1200	Hosebed, Pmpr, <180" L, 68" Wide	1	\$	972	\$972
29-10-8100	Hosebed, Divider, 1/4" Alum	-2	\$	348	-\$695
29-20-1200	Hosebed Cvr, Vinyl, <180" L, <48" W, Velcro	-1	\$	694	-\$694
29-20-2000	Hosebed Cvr, Vinyl, <180" L, <74" W, Velcro	1	\$	815	\$815
30-01-1900	Bdy Const - Rosenbauer FX - 3/16" Alum - SA Pmpr/Tnkr	1	\$	1,648	\$1,648
30-02-1260	Dr Strap, EZ-Pull Down, Ea	-7	\$	22	-\$154
30-02-1270	Dr Roll Up, Drip Protector	7	\$	156	\$1,093
31-01-1100	Bdy, Frmd Alum, Pmpr/Tnkr, Up to 144"	1	\$	7,610	\$7,610
31-01-1200	Bdy, Frmd Alum, Pmpr/Tnkr, Up to 160"	-1	\$	7,982	-\$7,982

31-01-2162	98" OAW, 25" Full Dpth Both Sides, SA HL/HR	-1	\$	1,074	-\$1,074
32-03-0063	Cmpt Height, 63" High Left	-1	\$	1,316	-\$1,316
32-03-0070	Cmpt Height, 72" High Left	1	\$	2,320	\$2,320
32-03-1063	Cmpt Height, 63" High Right	-1	\$	1,316	-\$1,316
32-03-1070	Cmpt Height, 72" High Right	1	\$	2,320	\$2,320
32-05-1120	Ahd Rr Whls - Full Ht Comp't - Roll Up Dr	-1	\$	1,106	-\$1,106
32-05-1125	Ahd Rr Whls - Full Ht Comp't - Pntd Roll Up	1	\$	1,239	\$1,239
32-05-1355	Upr Hgh Sde - Sgle Comp't - Roll Up Dr	-1	\$	1,522	-\$1,522
32-05-1360	Upr Hgh Sde - Sgle Comp't - Pntd Roll Up	1	\$	1,654	\$1,654
32-05-1720	Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr	-1	\$	1,106	-\$1,106
32-05-1725	Bhnd Rr Whls - Full Ht Comp't - Pntd Roll Up	1	\$	1,239	\$1,239
32-06-1120	Ahd Rr Whls - Full Ht Comp't - Roll Up Dr	-1	\$	1,106	-\$1,106
32-06-1125	Ahd Rr Whls - Full Ht Comp't - Pntd Roll Up Dr	1	\$	1,239	\$1,239
32-06-1455	Upr Hgh Sde - Sgle Comp't - Roll Up Dr	-1	\$	1,522	-\$1,522
32-06-1460	Upr Hgh Sde - Sgle Comp't - Pntd Roll Up Dr	1	\$	1,654	\$1,654
32-06-1720	Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr	-1	\$	1,106	-\$1,106
32-06-1725	Bhnd Rr Whls - Full Ht Comp't - Pntd Roll Up Dr	1	\$	1,239	\$1,239
33-62-5300	Step, Bltd, Treadplate, Rr Intermediate, 48"	-1	\$	141	-\$141
33-62-5500	Step, Bltd, Treadplate, Rr Intermediate, 74"	1	\$	184	\$184
33-66-1140	Steps, Fldg, Frnt, Left Hand (3), Integral LED Lts	1	\$	347	\$347
33-66-1160	Steps, Fldg, Frnt, Left Hand (4), Integral LED Lts	-1	\$	449	-\$449
44-02-2000	Rub Rails, Spacers, Nylon	1	\$	99	\$99
44-10-1100	Whl Well Cmpt, Sngl SCBA Tube, Alum Dr	-3	\$	229	-\$686
44-10-4400	Whl Well Cmpt, Extngshr/SCBA Tube, Pntd Alum Dr	2	\$	516	\$1,032
45-02-3100	Shelf, Adjust, Alum 3/16"	8	\$	139	\$1,109
45-15-1200	Divider, Vert, Bolt-In, 3/16" Alum	1	\$	226	\$226
45-16-1100	Tool Board, Roll Out, 500#, 3/16" Alum (1/4 Depth)	1	\$	639	\$639
45-18-1100	Tool Board, Swing Out, 250#, 3/16" Alum	1	\$	728	\$728
50-43-2000	Air Horn Cntrl, Driver, Horn Ring, Air/Elec	-1	\$	260	-\$260
50-43-2010	Air Horn Cntrl, Electric Horn/Air Horn VISTA	1	\$	240	\$240
50-43-2200	Air Horn Cntrl, Officer, Sgle Ft Swtch	-1	\$	168	-\$168
51-05-6400	Lt, Pump Cmpt, 12 Volt LED With Swtch	1	\$	205	\$205
51-05-7304	Lt, Pump Cmpt, OSS Access, 46" LED Tube Lt, (1)	-1	\$	246	-\$246
51-05-9100	Lt Swtch , Pump Panel	-1	\$	91	-\$91
51-15-4186	Fldlt, Fire Research, Spectra SPA800-Q28, 28,000 Lmns, Contour Br	1	\$	1,939	\$1,939
51-20-3100	Fldlt, Mntg Lctn, Front Edge Of Cab Roof	1	\$	99	\$99
51-20-4200	Lt Swtch , Remote Lctn, In Chassis Cab	1	\$	191	\$191
52-02-1100	Back Up Camera, Install Chassis Sup'l'd	1	\$	503	\$503
53-01-3000	Marker Lts, Flex Arm, Britax, Pair	1	\$	187	\$187
53-02-1200	License Plate Brkt, Stainless w/ LED Lt, Rr,	-1	\$	67	-\$67
53-02-1250	License Plate Brkt, Cast Prdts, LP0005-1-C w/ LED Lt	1	\$	240	\$240
54-02-2320	Step Lts, Cab, (2) Pair LED	1	\$	396	\$396
54-03-1200	Ground Lts, Pump Panel, LED, Pair	1	\$	233	\$233
54-03-1220	Ground Lts, Pump Panel, LED, Pr Whelen 3SC0CDCR	-1	\$	219	-\$219
54-03-1600	Ground Lts, Rr Step, LED, Pair	1	\$	233	\$233
54-03-1620	Ground Lts, Rr Step, LED, Whelen 3SC0CDCR, Pair	-1	\$	219	-\$219
54-12-1300	Deck Lts, Unity, 1-AG Spot 1-AG Flood	-1	\$	290	-\$290
54-15-4510	Scene Lt, Fire Research, LED SPA900-Q70	8	\$	562	\$4,497
54-15-4600	Scene Lt, Fire Research, Spectra, LED SPA260-Q15-COW, Chrm/W	1	\$	1,348	\$1,348
54-15-5100	Scene Lt Lctn, Left Side Of Cab	1	\$	63	\$63
54-15-5200	Scene Lt Lctn, Right Side Of Cab	1	\$	63	\$63
54-15-6040	Scene Lt Actvtd, Front Scene, Driver & Offiicer VISTA	1	\$	61	\$61
54-15-6440	Scene Lt Actvtd, Left Scene, Driver & Offiicer VISTA	1	\$	61	\$61

54-15-6540	Scene Lt Actvtd, Right Scene, Driver & Officer VISTA	1	\$	61	\$61
54-15-6640	Scene Lt Actvtd, Rear Scene, Driver & Officer VISTA	1	\$	61	\$61
54-15-6700	Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse	1	\$	106	\$106
55-01-1150	Cmpt Lt, Wall, ROM, V3 LED Track Lt, (1) Ea Cmpt	-7	\$	185	-\$1,294
55-01-3320	Cmpt Lt, Wall, OSS Access, 28" LED Tube Lt, (1) Ea Cmpt	2	\$	116	\$231
55-01-3330	Cmpt Lt, Wall, OSS Access, 36" LED Tube Lt, (1) Ea Cmpt	4	\$	145	\$581
55-01-3335	Cmpt Lt, Wall, OSS Access, 46" LED Tube Lt, (1) Ea Cmpt	1	\$	175	\$175
55-06-1100	Cmpt Lt, Dr Swtch, Auto, Ea	7	\$	91	\$639
55-06-1400	Cmpt Lt, Dr Swtch, Magnetic, Ea	-7	\$	107	-\$747
55-11-1300	Dr Open/Hazard Wrn Lt, Flashing LED Red Lens	1	\$	191	\$191
56-02-1200	Spkr, Cast Products, 100 Watt SA4301	2	\$	392	\$783
56-02-1600	Spkr, F-S Dynamax, ES100C 100 Watt	-2	\$	383	-\$766
56-02-1652	Spkr Mnt, Stnls Stl, F-S Trim Ring ESFMT	-2	\$	120	-\$240
56-06-0300	Siren, F-S, Q2B, Mech, Pedestal Mted	1	\$	2,300	\$2,300
56-07-1120	Siren Cntrl, Q2B, Driver Console Switch	1	\$	168	\$168
56-07-1210	Siren Brakes, F-S, Q2B, (1) ea Side Driver & Officer Dash	1	\$	130	\$130
56-07-1500	Siren Cntrl, F-S, Q2B, Dash Button, Officer's Side	1	\$	149	\$149
57-02-1150	Lt Bar, Whelen, Ultra Freedom, #FN72QLED, LED, 72"	-1	\$	2,014	-\$2,014
57-10-0100	Lightbar Cntrl, VISTA	-1	\$	288	-\$288
57-10-0600	Lightbar Cntrl, with Master Warning Switch	1	\$	168	\$168
57-20-1000	Wrn Lt, Drvr, Whelen, M2, Red LED, Color Lens, Ea	1	\$	113	\$113
57-20-1001	Wrn Lt, Offer, Whelen, M2, Red LED, Color Lens, Ea	1	\$	113	\$113
57-20-1200	Wrn Lt, Drvr, Whelen, M6, Red LED, Color Lens, Ea	-6	\$	138	-\$825
57-20-1201	Wrn Lt, Offer, Whelen, M6, Red LED, Color Lens, Ea	-6	\$	138	-\$825
57-20-4010	Wrn Lt, Drvr, Whelen, 600 Red LED, Color Lens, Ea	6	\$	68	\$409
57-20-4011	Wrn Lt, Offer, Whelen, 600 Red LED, Color Lens, Ea	6	\$	68	\$409
57-20-6010	Wrn Lt, Drvr, Whelen, 700 Red LED, Color Lens, Ea	2	\$	68	\$136
57-20-6011	Wrn Lt, Offer, Whelen, 700 Red LED, Color Lens, Ea	2	\$	68	\$136
57-20-7010	Wrn Lt, Drvr, Whelen, 900 Red LED, Color Lens, Ea	3	\$	129	\$386
57-20-7011	Wrn Lt, Offer, Whelen, 900 Red LED, Color Lens, Ea	3	\$	129	\$386
57-20-8100	Wrn Lt, Drvr, Whelen, L31 LED Rotator Red Color Lens, Ea	-1	\$	347	-\$347
57-20-8101	Wrn Lt, Offer, Whelen, L31 LED Rotator Red Color Lens, Ea	-1	\$	347	-\$347
58-01-1200	Housing, Step, Wrn Lts (1 pair)	-1	\$	96	-\$96
58-01-2140	Flange, Chrome, Wrn Lt, Whln, M6, Ea	-12	\$	28	-\$330
58-03-6300	Wrn Lts, Whelen, Uppr Wing, (2) M6 LED	-1	\$	253	-\$253
58-03-6400	Wrn Lts, Whelen, Upper Wing, (2) #600 S-LED	1	\$	253	\$253
58-03-7300	Wrn Lts, Whelen, Inbrd Hdlt Frnt, (2) M6 LED	-1	\$	253	-\$253
58-03-7310	Wrn Lts, Whelen, Inbrd Hdlight Frnt, (2) #600 S-LED	1	\$	253	\$253
58-09-1520	Wrn Lts, Whelen, Intrset (2) #600 S-LED	1	\$	253	\$253
58-09-2000	Wrn Lts, Whelen, Intrset (2) M6 LED	-1	\$	253	-\$253
58-16-2000	Wrn Lts, Whelen, Low Mid-Chs, (2) 4x6 S LED	1	\$	253	\$253
58-26-1520	Wrn Lts, Whelen, Low Mid Bdy (2) #600 S-LED	1	\$	253	\$253
58-26-2000	Wrn Lts, Whelen, Low Mid Bdy (2) M6 LED	-1	\$	253	-\$253
58-36-2000	Wrn Lts, Whelen, Low Rr Side (2) M6 LED	-1	\$	253	-\$253
58-36-2400	Wrn Lts, Whelen, Low Rr Side (2) M2 LED, in Rub Rail	1	\$	253	\$253
58-46-1720	Wrn Lts, Whelen, Upper Side Front (2) #900 S LED	1	\$	253	\$253
58-61-1720	Wrn Lts, Whelen, Upper Side Rr (2) #900 S LED	1	\$	253	\$253
58-71-1720	Wrn Lts, Whelen, Upper Rr (2) #900 S LED	1	\$	253	\$253
58-71-1820	Wrn Lts, Whelen, Upper Rr (2) S-LED Rotary L31H	-1	\$	253	-\$253
58-74-5100	Stanchions, Rr Wrn Lt, Cast Alum	-1	\$	226	-\$226
58-81-1520	Wrn Lts, Whelen, Low Rr (2) #600 S-LED	1	\$	253	\$253
58-81-2000	Wrn Lts, Whelen, Low Rr (2) M6 LED	-1	\$	253	-\$253
59-03-1400	Wrn Lts, Inside Dr Panel, 4 Doors, LED	1	\$	560	\$560

60-15-9300	Gnrtr, Hyd, Engage By PTO Swtch in Cab	1	\$ 168	\$168
60-15-9800	Gnrtr Remote Excite Swtch , Cab	1	\$ 443	\$443
60-20-1450	Gnrtr Mtg, Front of Hosebed	1	\$ 417	\$417
60-20-4100	Circuit Breaker Box, 6 to 8KW, 1 PH	1	\$ 751	\$751
60-25-2000	Rcptcl, 120V, 20 Amp, L5-20, Twst Lck	2	\$ 220	\$440
60-25-1400	Rcptcl, 120V, 20 Amp, Strght Bld, Duplex	1	\$ 206	\$206
60-25-9100	Transfer Swtch , Gen to Shore Power	1	\$ 993	\$993
60-25-9600	Shore Power Strip, 120V, 15 Amp, 6-Plug Strip Rcptcl	1	\$ 274	\$274
60-26-1000	Rcptcls Chassis Cab (Shoreline Wired)	1	\$ 268	\$268
60-30-1700	Rcptcl Lctn,Cab, Left Side, Ea	1	\$ 134	\$134
60-30-1800	Rcptcl Lctn, Cab, Right Side, Ea	1	\$ 134	\$134
61-01-4100	Cable, Reel, Akron ERWC-10-16 Compact Reel	1	\$ 1,603	\$1,603
61-02-3000	Cable Reel Lctn, Dnng Area	1	\$ 210	\$210
61-03-3000	Cable, Elec, 120V, 100' 10/3 Blk	1	\$ 209	\$209
61-04-7200	Cable Rcptcl, 120V L5-20R, 3-Prong, Twst Lck	1	\$ 89	\$89
61-04-8100	Roller Assy, Cable Reel, 4-Way, Poly Rollers	1	\$ 124	\$124
61-04-9100	Ball Stop, Cable, Orange	1	\$ 46	\$46
61-05-1220	Jct Box, AKR, (4)120V L5-20R TL, L5-20P Pgtl, Ylw	1	\$ 470	\$470
61-05-4000	Jct Box, Holder, Brushed Alum	1	\$ 89	\$89
80-30-1100	Compt Finish, Spatter Coat, Up to 6 Compts	-1	\$ 598	-\$598
80-34-1200	Compt Finish, Liner Matl, Up to 8 Cmpts	1	\$ 921	\$921
80-44-1400	Undercoating, Bdy, Sngl Axle	1	\$ 219	\$219
80-50-1700	Lettering, 4" Mylar Gold Leaf, 50 Letters	-1	\$ 427	-\$427
80-70-1700	Stripe, Sngl Reflective, 6", Straight Design	-1	\$ 405	-\$405
80-72-1000	Stripe, Reflective, Chevron Pattern Frnt Bmpr Red/Amber	-1	\$ 228	-\$228
80-72-1100	Stripe, Reflective, Chevron Pattern Entire Rr Red/Amber	-1	\$ 1,327	-\$1,327
80-72-1105	Stripe, Reflective, Diamond Grade, Chevron Pattern Entire Rr Red/A	1	\$ 2,281	\$2,281
80-72-2000	Stripe, Reflective, Cab Door Interiors, Chevron Red/Amber	-1	\$ 326	-\$326
90-01-5400	Whl Chocks, Alum, (2) Large	1	\$ 275	\$275
90-02-1200	Ladder Mtg, Hyd Rack, Center Mt, Right Side	1	\$ 4,254	\$4,254
90-02-3500	Ladder Strge, Vrtcl Slide In, Right Rr Bdy	-1	\$ 2,070	-\$2,070
90-03-1400	Ladder, Roof, Alco-Lite, 14' Alum PRL-14	-1	\$ 406	-\$406
90-06-1500	Ladder, Ext, Alco-Lite, 24' Alum, 2 Sect PEL-24	-1	\$ 741	-\$741
90-08-1500	Ladder, Attic, Alco-Lite, 10' Alum, Fldg FL-10	-1	\$ 326	-\$326
90-16-2600	Pike Pole, 8' Fbgls, Round Hndl	-1	\$ 187	-\$187
90-16-2800	Pike Pole, 10' Fbgls, Round Hndl	-1	\$ 186	-\$186
90-16-5200	Pike Pole Mtg Tube, Intrnl, Ea	1	\$ 162	\$162
90-25-7100	Suction Hose Tray, Left Side Over Cmpts (Ea)	-1	\$ 317	-\$317
90-25-7200	Suction Hose Tray, Right Side Over Cmpts (Ea)	-1	\$ 317	-\$317
90-47-0100	Miscellaneous Loose Hardware, Bolts-Nuts-Washers-Screws	1	\$ 106	\$106
ROSENBAUER COMMANDER CHASSIS OPTIONS				
Part No	Description			
03-09-0305	Seat Back Crew SCBA IMMI Smart Dock	-4	\$ 425	-\$1,698
03-08-0115	Window Driver w/Manual Regulator	-1	\$ 352	-\$352
03-08-0117	Window Officer w/Manual Regulator	-1	\$ 352	-\$352
03-08-0150	Window 50% Tint Driver w/Manual Regulator	1	\$ 364	\$364
03-08-0152	Window 50% Tint Officer w/Manual Regulator	1	\$ 364	\$364
03-08-0200	Window Driver Crew Door w/Manual Regulator	-1	\$ 417	-\$417
03-08-0220	Window 50% Tint Driver Crew Door w/Manual Regulator	1	\$ 430	\$430
03-08-0240	Window Officer Crew Door w/ Manual Regulator	-1	\$ 417	-\$417
03-08-0250	Window 50% Tint Officer Crew Door Manual Regulator	1	\$ 430	\$430
03-08-0300	Window Side Middle Driver Fixed 18" x 24"	-1	\$ 134	-\$134
03-08-0320	Window 50% Tint Side Middle Driver Fixed 18"W x 24"H	1	\$ 149	\$149

03-08-0350	Window Side Middle Officer Fixed 18" x 24"	-1	\$ 134	-\$134
03-08-0370	Window 50% Tint Side Middle Officer Fixed 18"W x 24"H	1	\$ 149	\$149
03-09-0126	Seat Back SCBA IMMI Smart Dock	-1	\$ 443	-\$443
03-09-0186	Seat Driver Bostrom Sierra 8-Way Electric ABTS	-1	\$ 1,404	-\$1,404
03-09-0211	Seat Mounting Driver 2-Way Bostrom	1	\$ 154	\$154
03-09-0213	Seat Mounting Driver Electric	-1	\$ 187	-\$187
03-09-0239	Seat Officer Bostrom Tanker Fixed ABTS	-1	\$ 752	-\$752
03-09-0301	Seat Back Crew SCBA Bostrom SecureAll	4	\$ 404	\$1,615
03-09-0352	Seat Crew Rear Facing Outer Bostrom Tanker Fixed ABTS	-2	\$ 694	-\$1,388
03-09-0380	Seat Mounting Rear Facing Outer	-2	\$ 179	-\$359
03-09-0510	Seat Mounting Forward Facing Outer Outboard	2	\$ 154	\$308
03-09-0553	Seat Crew Forward Facing Center Bostrom Tanker Flip-Up	-2	\$ 700	-\$1,399
03-09-0575	Seat Mounting Forward Facing Center	-1	\$ 68	-\$68
03-09-0586	Bostrom Seat Package - ITS Roll Tek & 4 Front Air Bag Package	1	\$ 3,996	\$3,996
03-09-0604	Seat Driver Bostrom Sierra 2-Way Manual ABTS w/ Belt Pre-tensio	1	\$ 1,668	\$1,668
03-09-0625	Seat Officer Bostrom Tanker Fixed ABTS w/ Belt Pre-tensioner	1	\$ 817	\$817
03-09-0784	Seat Crew Forward Facing Outer Bostrom Tanker Flip-Up ITS RollT	2	\$ 1,410	\$2,820
03-09-0802	Seat Crew Forward Facing Center Bostrom Tanker Fixed RollTek	1	\$ 1,018	\$1,018
03-09-3100	Seat Box (60/54) Forward Facing (FFC Seats)	-1	\$ 523	-\$523
03-09-3102	Seat Box Three (3) Forward Facing Seats	1	\$ 651	\$651
03-09-3215	Seat Box (60) Forward Facing Storage Access Door (2) Driver/Office	-1	\$ 154	-\$154
03-09-4105	Seat Box Doors Finish Gray	-1	\$ 109	-\$109
04-02-1700	Interior Trim Sun Visor Vinyl	1	\$ 239	\$239
04-02-1702	Interior Trim Sun Visor Tinted	-1	\$ 167	-\$167
04-03-1000	Cab Dash & Engine Tunnel, Composite Dash	-1	\$ 3,141	-\$3,141
04-03-1050	Cab Dash & Engine Tunnel Alum Dash - Overhead HVAC	1	\$ 1,099	\$1,099
04-03-2000	Officer MDT Mount	-1	\$ 451	-\$451
04-03-2200	Engine Tunnel Kick Plate, Alum TP	1	\$ 221	\$221
04-04-1100	Havis Console	-1	\$ 542	-\$542
04-04-1102	Havis Console - Custom Configuration	-1	\$ 330	-\$330
04-04-1116	Black Blank Plate	-1	\$ 116	-\$116
04-04-1126	Black Plate(s) for Communication Radio	-1	\$ 85	-\$85
04-04-1131	Black Plates with (2) Power Points	-1	\$ 79	-\$79
04-04-1146	Locking Assy Box	-1	\$ 106	-\$106
04-04-1151	Open Assy Box	-1	\$ 66	-\$66
04-04-1161	Cup Holder, Dual	-2	\$ 56	-\$112
04-04-1176	Black Plate for Siren	-1	\$ 45	-\$45
04-04-1312	(1) Power Point & (1) Dual USB 12V Power Point - Driver's Side	1	\$ 129	\$129
04-04-1332	(1) Power Point & (1) Dual USB 12V Power Point - Officer's Side	1	\$ 129	\$129
04-04-1360	Cup Holder	2	\$ 56	\$112
04-05-0182	Additional Grab Handles, "A" Pillar	1	\$ 139	\$139
04-08-0020	Wing Light Bezel - ABS Chrome	-1	\$ 218	-\$218
04-08-0022	Wing Light Bezel - Stainless	1	\$ 413	\$413
04-08-0110	Front Grille, 3D Chrome	-1	\$ 895	-\$895
04-08-0140	Front Grille, 3D Stainless Steel	1	\$ 1,289	\$1,289
04-09-0100	Cab Exterior Trim Lower Side Stainless 10" Wrap- 60" Cab	1	\$ 832	\$832
04-09-0160	Cab Exterior Trim Stainless Steel Rear Corners, 11" Roof	1	\$ 903	\$903
05-00-0021	Cab Tilt Limit Switch	1	\$ 113	\$113
05-00-0102	Cab Tilt Control Receptacle Temp 20' Pendant	1	\$ 226	\$226
05-00-7002	Ramco-Bus-Drv Cwl Mt (1352-A18PHCHR)-Off Cwl Mt (1352-A18	-1	\$ 1,287	-\$1,287
05-01-5015	Cab Paint Exterior Two Tone	1	\$ 1,134	\$1,134
05-01-503F	Cab Paint Exterior Breakline - Paint Break F	1	\$ 138	\$138
05-01-7000	Cab Paint Spray Out	1	\$ 55	\$55

06-00-1510	400HP Cummins ISL 9L	-1	\$ 36,373	-\$36,373
06-00-1512	450HP Cummins ISL 9L	1	\$ 37,516	\$37,516
06-03-1023	Engine High Idle Control Manual & Automatic VISTA	1	\$ 20	\$20
07-01-0100	Transmission Allison 3000 EVS	-1	\$ 14,149	-\$14,149
07-01-0101	Transmission Allison 3000 EVS with Retarder	1	\$ 20,116	\$20,116
07-01-0502	Transmission Fluid - Synthetic	1	\$ 264	\$264
07-02-0012	Transmission 1 o'clock PTO	-1	\$ 1,158	-\$1,158
07-02-0053	Transmission Mode Programming 5th Startup/6th Mode	1	\$ 389	\$389
07-02-0071	Trans Ret Control 1/3 Throttle 2/3 Brk - On/Off Switch Driver Conso	1	\$ 320	\$320
07-04-0310	Fuel Tank 50 Gal/189 Liter, Dual Fill	1	\$ 1,326	\$1,326
07-04-0312	Fuel Tank 68 Gallon/257 Liter - Dual Fill	-1	\$ 1,470	-\$1,470
07-05-0310	4 Spoke Steering Wheel w/4 Front Airbag Tilt/Telescopic 18"	1	\$ 1,524	\$1,524
07-05-0314	4 Spoke Steering Wheel Tilt/Telescopic 18"	-1	\$ 706	-\$706
07-06-1100	Tire Chains, Auto, On-Spot	1	\$ 2,662	\$2,662
07-07-0141	(2) Front Tires 385/65R 22.5 Michelin XFE "L"	-1	\$ 2,037	-\$2,037
07-07-0142	(2) Front Tires 385/65R 22.5 Michelin XZY3 "J"	1	\$ 2,185	\$2,185
07-08-0253	Rear Brakes Meritor EX225 Disc 17"	1	\$ 934	\$934
07-08-0501	Auxiliary Air Reservoir 1200 Cu In	-1	\$ 244	-\$244
07-08-0513	Air tank 1700 Cu In	1	\$ 339	\$339
07-08-0552	Moisture Ejectors Manual/Auto Wet Tank	1	\$ 101	\$101
07-08-0558	Moisture Ejectors Auto Heated	-1	\$ 129	-\$129
07-09-0040	Wheelbase Range 200" - 219"	-1	\$ 389	-\$389
07-13-0302	Tow Hooks Painted Rearward Mount	1	\$ 111	\$111
08-00-0503	Headlights, Quad, with Rectangular Bezel	-1	\$ 903	-\$903
08-00-0504	Headlights, LED, Quad, with Rectangular Bezel	1	\$ 2,223	\$2,223
08-00-0516	Wig Wag, Alternating Headlights - VMUX	1	\$ 195	\$195
08-00-0750	Interior Door Warning Lights Red Whelen TIR6 500 LED	1	\$ 618	\$618
08-01-0054	Driver Panel / Switch Panel (6 Switches) Under the Vista Screen	-1	\$ 207	-\$207
08-01-0077	Driver Panel / Switch Panel (6 switches) Under Vista Screen	1	\$ 207	\$207
08-01-0140	Instrumentation Panel Inlay Job Color	-1	\$ 56	-\$56
08-01-0206	Auxiliary Engine Brake Control On/Off & Low/Med/Hg Switch Driv	1	\$ 495	\$495
08-01-0650	Interior Officer Glove Cmpt Lighting	1	\$ 100	\$100
08-01-0821	Rearview Mirror Remote & Heat Switch Driver Panel	1	\$ 195	\$195
08-02-0131	Park Brake Control Console Mount	1	\$ 208	\$208
08-03-0110	Communication Antenna Base Officer Cab Roof	3	\$ 110	\$330
08-06-0200	Officer Side Camera, Rear Camera; Driver Vista	1	\$ 572	\$572
08-08-20AR	Shoreline, Super Auto Eject, 20A Red	1	\$ 353	\$353
08-08-KMPP	Battery Charger/Compressor, KUSS, Pump Plus 1200	1	\$ 1,575	\$1,575
08-09-0510	Engine Service Manual Cummins ISL/ISX (1) Set	1	\$ 418	\$418
08-09-0520	Transmission Service Manual Allison 3000EVS / 4000EVS (1) Set	1	\$ 195	\$195
	TOTAL AMOUNT OF PUBLISHED OPTIONS			\$64,795

THE FOLLOWING UNPUBLISHED OPTIONS ARE INCLUDED

53-05-1800S	Turn Signals, Mid Body, LED Marker Light	1	\$ 168	\$ 168
57-02-1250S	Lggt Bar, Whelen, Freedom Roto-Beam, #F4N7QLED,	1	\$ 3,387	\$ 3,387
58-01-2240	Flange, Chrome, Wrn Lt, Whln, 600, Ea	2	\$ 23	\$ 46
58-01-2260	Flange, Chrome, Wrn Lt, Whln, 700, Ea	4	\$ 23	\$ 92
58-01-2280	Flange, Chrome, Wrn Lt, Whln, 900, Ea	6	\$ 23	\$ 138
58-03-8110	Wrn Lts, Whelen, Grille, Frnt Inner Grille, (2) 700-S, LED	1	\$ 233	\$ 233
58-03-9110	Wrn Lts, Whelen, Grille, Frnt Outer Grille, (2) 700-S, LED	1	\$ 233	\$ 233
22-24-1800	Intk, Gtd, 6"NST, Wat Monarch Elec, LH Side, Bhnd Pnl	1	\$ 4,422	\$ 4,422
22-24-3900	Intk, Gtd, 6"NST, Wat Monarch Elec, RH Side, Bhnd Pnl	1	\$ 4,422	\$ 4,422
26-10-2100S	Pump Enc Cmpt, SM, Dunnage Over Pump, Open Special	1	\$ 1,299	\$ 1,299

26-56-1150S	Pump Panel Lt, Midship LH, (3) On-Scene Strip-Lite LED's	1	\$ 543	\$ 543
26-56-1250S	Pump Panel Lt, Midship RH, (3) On-Scene Strip-Lite LED's	1	\$ 543	\$ 543
29-10-8100S	Hosebed, Divider, 1/4" Alum, Specials	4	\$ 516	\$ 2,064
29-20-7299S	Hosebed Sides Treadplate	1	\$ 400	\$ 400
31-01-2157S	102" OAW, 26" Full Depth/16"-26"	1	\$ 1,343	\$ 1,343
33-61-5099S	Fuel Tank Access Panel	1	\$ 100	\$ 100
44-10-3060	Whl Well Cmpt, Four (4) SCBA Tube, Pntd Alum Dr	2	\$ 677	\$ 1,354
44-10-6000	Whl Well Cmpt, SCBA Cmpt Straps	7	\$ 24	\$ 168
60-25-9200	Power Lead-Ins - Special	1	\$ 1,678	\$ 1,678
62-02-3520S	Floodlight, FRC, Spectra, SPA530-K28, 28,000/120V, Tele Btm	2	\$ 2,175	\$ 4,350
05-00-5315S	Retrac-West Coast Mirrors- Driver Dr Mt (613515) Off Dr Mt	1	\$ 899	\$ 899
10-11-1100S	Cab Trim, Rear Ext. Wall, Alum T/P, Custom Cab	1	\$ 1,108	\$ 1,108
60-15-3500S	Gnrtr, Harrison Hyd, 6KW, MCR-16R, 120/240V, 1 PH	1	\$ 10,552	\$ 10,552
	TOTAL AMOUNT OF UNPUBLISHED OPTIONS			\$ 39,542

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

By: _____
Rudy Wright, Mayor

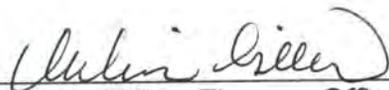
Attest:

(SEAL)

Date: _____

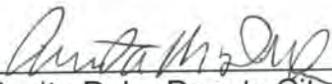
Debbie D. Miller, City Clerk

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



Melissa Miller, Finance Officer

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



Arnita Dula, Deputy City Attorney

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 20, 2016
Re: 3rd St SE Waterline Replacement Project
(COH-PUD 17-002).

REQUEST

Staff requests Council acceptance of bid and award of construction contract with the responsible low bidder Iron Mountain Construction Company, Inc. for the construction of the 3rd St SE Waterline Replacement Project (COH-PUD 17-002) in the amount of \$278,172.00.

BACKGROUND

The Public Utilities Department annually identifies infrastructure that is in need of replacement or rehabilitation, as appropriate, as a component of the Departments sustainability programs. Infrastructure to be upgraded is identified by reviewing records of maintenance calls to the area, reviewing annual inspection records from staff, age of infrastructure and overall size of project that needs to be performed.

This project replaces approximately 2,300-lft of aged 6-inch cast iron waterline with proposed 8-inch PVC waterlines. Fire Hydrants, valves and water service connections will be replaced as a part of the project as well. The existing waterlines are subject to water line breaks and frequent discolored water calls due to the age and type of material that exists in this area.

ANALYSIS

The waterlines in this portion of the City date back to the 1940s and 1950s and are primarily constructed of cast iron material due to the era of construction. These specific streets were identified by staff in 2005 during a system evaluation as waterlines that required evaluation due to the number of maintenance calls we had for this area. The frequency of maintenance calls contributed to the occurrences of discolored water for customers and combined those issues prompted City staff to initiate replacement.

This project involves the complete replacement and upsizing of approximately 2,300-lft of waterlines, existing Fire Hydrants, existing gate valves and existing water service connections reconnected to the home owner's water lines.

Shabeldeen Engineering, PA was responsible for design of the project and City staff is responsible for bidding and inspection of the project. Construction Bids were received from three (3) perspective bidder as follows:

1. Hickory Sand Company, Inc.	\$314,670.00
2. Buckeye Bridge, LLC	\$310,899.00
3. Iron Mountain Construction Co., Inc.	\$278,172.00

City of Hickory Public Utilities Division staff has evaluated the bid packages and found Iron Mountain Construction Company, Inc. to be the lowest responsible bidder and has recommended acceptance and award of the project to Iron Mountain Construction Company, Inc.

This is a budgeted project in the FY 16-17 Capital Budget for the Public Utilities Department.

RECOMMENDATION

Staff recommends Council acceptance of bid and award of construction contract with the responsible low bidder Iron Mountain Construction Company, Inc. for the construction of the 3rd St SE Waterline Replacement Project (COH-PUD 17-002) in the amount of \$278,172.00.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

030-8033-547.77-77

Reviewed by:

<u>Chuck Hansen</u> Initiating Department Head	<u>9/08/2016</u> Date	<u>A. Dula</u> Deputy City Attorney, A. Dula	<u> </u> Date
<u>Rodney Miller</u> Asst. City Manager, Rodney Miller	<u>9/13/16</u> Date	<u>A. Surratt</u> Asst. City Manager, A. Surratt	<u>9/10/16</u> Date
<u>Melissa Miller</u> Finance Officer, Melissa Miller	<u>9/12/16</u> Date	<u>B. Weichel</u> Purchasing Manager, B. Weichel	<u>9-12-16</u> Date
<u> </u>	<u> </u> Date		

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

A. Surratt
Interim City Manager, A. Surratt

9/10/16
Date



CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Kenworth Phase 2 Waterline Rehabilitation Project 3rd Street SE

17-002

SUBMIT SEALED BIDS TO:
City of Hickory, Public Utilities
1441 9th Ave NE, Zip 28601
PO Box 398
Hickory NC 28603

DIRECT INQUIRIES TO:
Kevin B. Greer, PE

Phone (828) 323-7427

Bid must be submitted before Tuesday September 6, 2016 at 11:00 AM

Vendor Name: <u>Iron Mountain Construction Co. Inc</u>	Point of Contact: <u>Kim Hayworth</u>
Mailing Address: <u>PO Box 24</u>	
City: <u>Mountain City TN</u>	State: <u>TN</u>
Zip: <u>37683</u>	
Area Code and Phone Number: <u>423-727-4183</u>	Email Address: <u>Kimhayworth@ironmtnc.com</u>
Federal Employer Identification Number or Social Security Number: <u>56-1664817</u>	

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

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

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

[Handwritten Signature]

SIGNATURE OF AUTHORIZED AGENT

Kim Hayworth
PRINT/TYPE NAME/TITLE

FIRM: Iron Mountain Construction Co. Inc

ADDRESS: Mountain City TN 37683
(City, State, Zip)

PHONE: 423-727-4183

Subscribed & sworn before me this 6 day of Sept, 2016.

Deena Brown
Notary Public

My Commission Expires: 9/24/17



Project Title:

Bid Number:

Kenworth Phase 2 Waterline Rehabilitation Project 3rd Street SE

17-002

IMPORTANT INFORMATION AND INSTRUCTIONS

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

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

1. IMPORTANT DATES

Tuesday September 6, 2016 at 11:00am – Bids Due

2. SUBMIT ALL PAGES

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

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

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

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

5. LIQUIDATED DAMAGES

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Project Title:

Bid Number:

Kenworth Phase 2 Waterline Rehabilitation Project 3rd Street SE

17-002

GENERAL CONDITIONS

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

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

Project Title:

Bid Number:

Kenworth Phase 2 Waterline Rehabilitation Project 3rd Street SE

17-002

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

Project Title:

Bid Number:

Kenworth Phase 2 Waterline Rehabilitation Project 3rd Street SE

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

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



Project Title:

Bid Number:

Kenworth Phase 2 Waterline Rehabilitation Project 3rd Street SE

17-002

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

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

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

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one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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SPECIAL CONDITIONS

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

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Project Title:

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SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED

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

NOTICE TO PROCEED

Bidder agrees to complete work on this project within ninety (90) days of Notice to Proceed and to complete this project as specified.

SCOPE

This project shall consist of complete replacement of the waterline as designed on the attached plans and in accordance with the specifications. Project shall include the replacement of all lines, fire hydrants, valves, meters, setters, meter boxes, valve boxes and all other customary appruntenances. Road shall be patched back to City of Hickory Standard with straight cut edges prior to patching. Landscaping and patching shall be performed every 2 weeks minimum. Meters shall be R900i Radio Read meters displayed in cu.ft including antenna with sufficient lead length to facilitate removal of lid and placement away from the box, 6-ft minimum.

SEE ATTACHED PLANS AND SPECIFICATIONS FOR PROJECT DESCRIPTION PLAN SHEETS C-1 THRU C-5 AND C-11 AND C-12.

All materials and workmanship shall be the City of Hickory Public Utilities Standards and Specification.



Exhibit VIII C
CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Kenworth Phase 2 Waterline Rehabilitation Project 3rd Street SE

17-002

BID FORM & GENERAL CONTRACT

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

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

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

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

BONDING

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

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

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

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

The following bid amount includes all specifications and addendums.

Acknowledge Addendums # _____ Date _____

BIDDER AGREES TO COMPLETE WORK ON THIS PROJECT WITHIN 90 DAYS OF NOTICE TO PROCEED AND TO COMPLETE THIS PROJECT AS SPECIFIED FOR THE SUM OF

\$ 278,172.00

Written Two Hundred Seventy Eight Thousand One Hundred Seventy Two + 00/100



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

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Kenworth Phase 2 Waterline Rehabilitation Project 3rd Street SE

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

CITY OF HICKORY,
A North Carolina Municipal Corporation

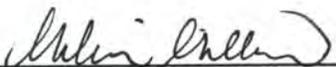
(SEAL)

Andrea Surratt, Interim City Manager

Attest:

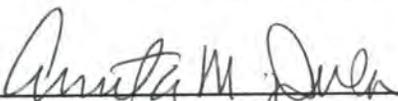
Debbie D. Miller, City Clerk

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



Melissa Miller, Finance Officer

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



Arnita M. Dula, Staff Attorney



CERTIFICATE OF LIABILITY INSURANCE

Exhibit VIII.G.

DATE (MM/DD/YYYY)
03/14/2016

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

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

PRODUCER Veritas Risk Management PO Box 4539 Johnson City TN 37602-	CONTACT NAME: Regina Davis	FAX (A/C. No.): (888)267-2063	
	PHONE (A/C. No. Ext): (423)292-4142	E-MAIL ADDRESS: Regina@veritasrm.com	
INSURED Iron Mountain Construction, Inc. PO Box 24 Mountain City TN 37683-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Bituminous Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		<input checked="" type="checkbox"/>	CLP 3631317	01/01/2016	01/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> No Liab Ded <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	CAP 3631319	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		<input checked="" type="checkbox"/>	CUP 2806963	01/01/2016	01/01/2017	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WC 3631320	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

AI 004742

City of Hickory PO Box 398 Hickory NC 28603-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Fax: () -

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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 20, 2016
Re: Random Woods Subdivision Sanitary Sewer Easement

REQUEST

Staff requests acceptance of two easements of 25-ft temporary construction and 25-ft permanent sanitary sewer line easement for the property of Cynthia Williams Huffman described as PIN: 3724-18-40-6417 and PIN: 3724-18-40-4654 for installation of a sanitary sewer line.

BACKGROUND

This temporary and permanent easement is necessary for completion of the Random Woods Subdivision Sanitary Sewer Project. This project was awarded to the City as a State Revolving Grant by NCDENR-DWQ in 2012 in the amount of \$2.946 Million.

ANALYSIS

This easement is necessary for the construction of the infrastructure required to serve this area with sanitary sewer and will not increase the cost of this construction project. The easement was negotiated for a total sum of five thousand and 00/100 dollars (\$5,000.00) in exchange for the easements.

RECOMMENDATION

Staff recommends acceptance of two easements of 25-ft temporary construction and 25-ft permanent sanitary sewer line easement for the property of Cynthia Williams Huffman described as PIN: 3724-18-40-6417 and PIN: 3724-18-40-4654 for installation of a sanitary sewer line.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

<u>Chuck Hansen</u> Initiating Department Head	<u>9/08/2016</u> Date	<u>A. Dula</u> Deputy City Attorney, A. Dula	<u>9-9-16</u> Date
<u>Rodney Miller</u> Asst. City Manager, Rodney Miller	<u>9/13/16</u> Date	<u>A. Surratt</u> Asst. City Manager, A. Surratt	<u>9-10-16</u> Date
<u>Melissa Miller</u> Finance Officer, Melissa Miller	<u>9/12/16</u> Date	<u>Bo Weichel</u> Purchasing Manager, Bo Weichel	<u>9-12-16</u> Date
_____	_____		
	Date		

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

A. Surratt
Interim City Manager, A. Surratt

9/10/16
Date

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

STATE OF NORTH CAROLINA

**DEED OF EASEMENT
(Sewer)**

COUNTY OF CATAWBA

THIS DEED OF EASEMENT, made this ____ day of _____, 2014, by and between **CYNTHIA WILLIAMS HUFFMAN**, having a mailing address of **2750 KOOL PARK ROAD NE, Hickory, North Carolina 28601** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantor owns a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 9 at Page 141 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

WHEREAS, the City Council of the City of Hickory has determined that it is in the public interest to install, construct and maintain a sanitary sewer to serve the public in the vicinity of the described property, as well as throughout the City of Hickory.

**CYNTHIA WILLIAMS HUFFMAN TO CITY OF HICKORY
DEED OF EASEMENT**

- 1 -

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual right and easement to install, construct and maintain a sanitary sewer, together with the attendant customary uses, including drainage and utilities, over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, and more particularly described as follows, to-wit:

Temporary Easement:

Being all that temporary right of way sewer easement across the Grantor's property in the City of Hickory, shown on the attached Exhibit "A" entitled "Sanitary Sewer Easements for: City of Hickory across the properties of: Cynthia W. Huffman, Randall J. Bryant", prepared by Christopher F. Jordan, Professional Land Surveyor L-4956, dated May 1, 2013 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 9 at Page 141 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3724-18-40-4654.

Permanent Easement:

Being all that permanent right of way sewer easement across the Grantor's property in the City of Hickory, shown on the attached Exhibit "A" entitled "Sanitary Sewer Easements for: City of Hickory across the properties of: Cynthia W. Huffman, Randall J. Bryant", prepared by Christopher F. Jordan, Professional Land Surveyor L-4956, dated May 1, 2013 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 9 at Page 141 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3724-18-40-4654.

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

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

**CYNTHIA WILLIAMS HUFFMAN TO CITY OF HICKORY
DEED OF EASEMENT**

- 2 -

result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

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

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

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

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

The temporary easement will expire upon final completion of the project including final certification and DENR acceptance.

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

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

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

**CYNTHIA WILLIAMS HUFFMAN TO CITY OF HICKORY
DEED OF EASEMENT**

Cynthia Williams Huffman (SEAL)
CYNTHIA WILLIAMS HUFFMAN

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Kimberly D Johnson, a Notary Public of Caldwell County, North Carolina, do hereby certify that **Cynthia Williams Huffman**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 25 day of August, 2016.

Kimberly D Johnson
Notary Public



My Commission Expires: 5-19-2019

CYNTHIA WILLIAMS HUFFMAN TO CITY OF HICKORY
DEED OF EASEMENT

ACCEPTANCE

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

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

ATTEST:

(SEAL)

Andrea Surratt, Interim City Manager

Debbie D. Miller, City Clerk

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

Arnita M. Dula, Deputy City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

I, _____, a Notary Public of said County and State, certify that Andrea Surratt personally appeared before me this day and acknowledged that she is the Interim City Manager 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 by the Interim City Manager, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this ____ day of _____, 2016.

Notary Public

(SEAL)

My Commission Expires: _____

**CYNTHIA WILLIAMS HUFFMAN TO CITY OF HICKORY
DEED OF EASEMENT**

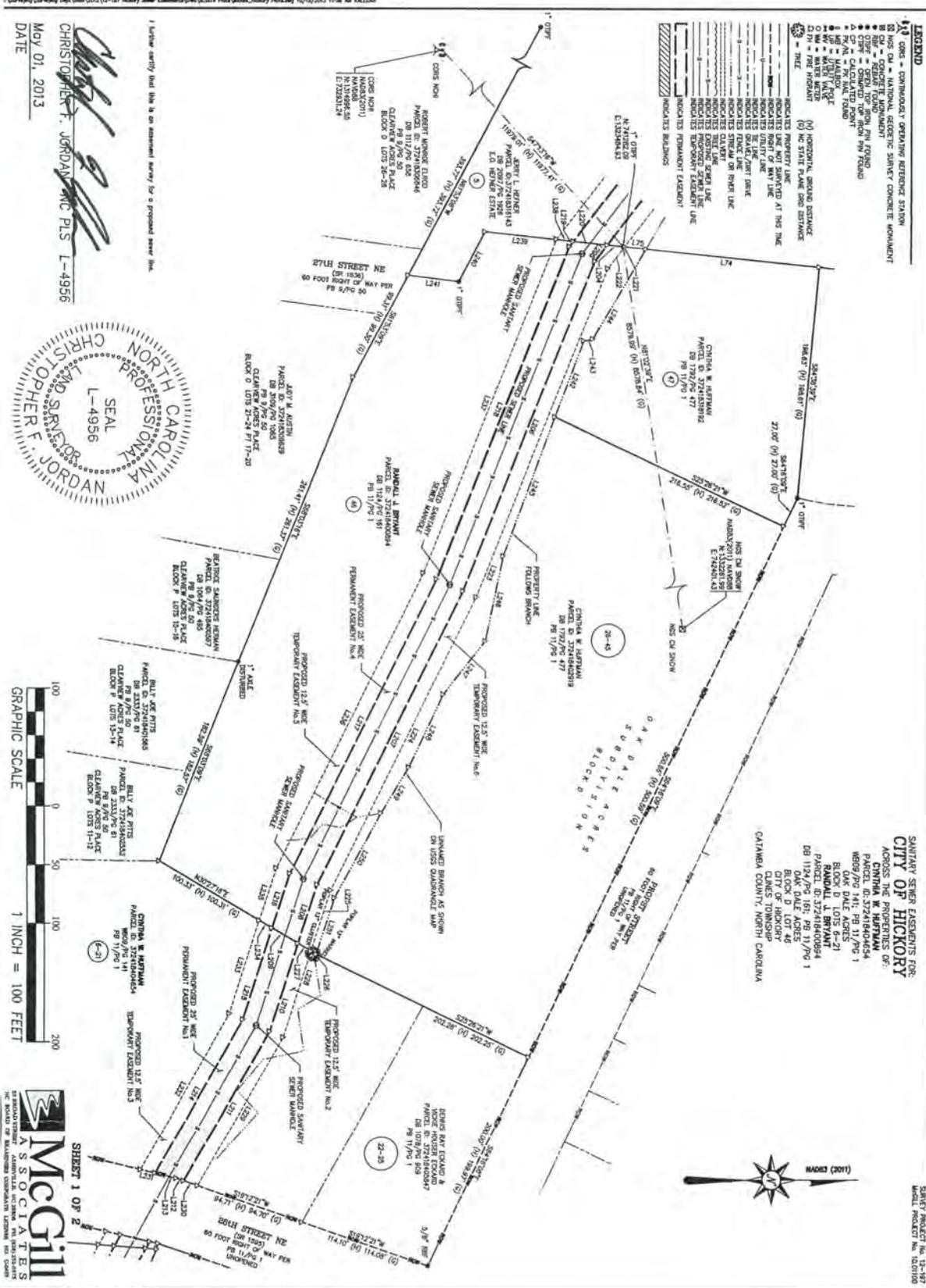
I, Cal Overby, Review Officer of Catawba County
 certify the map or plat to which this certification is affixed
 meets all statutory requirements for recording.

Review Officer

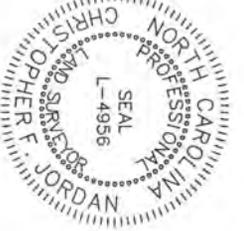
12-3-2014
 Date

Exhibit VIII.H.

EXHIBIT A



CHRISTOPHER F. JORDAN, PLS. L-4956
 DATE: MAY 01, 2013



LEGEND
 (1) CONCRETE OPERATING REFERENCE STATION
 (2) NATURAL GEODETIC SURVEY CONCRETE MONUMENT
 (3) CONCRETE MONUMENT
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I, Cal Overby, Review Officer of Catawba County certify the map or plat to which this certification is affixed meets all statutory requirements for recording.
 Review Officer *Cal Overby* Date 12-5-2014

EXHIBIT A



SUBJECT PROPERTY FOR:
CITY OF HICKORY
 ADDRESS THE PROPERTIES OF:
 CYNTHIA W. HERRMAN
 PARCEL ID: 37241840454
 16509/PG 141; PG 11/PG 1
 BLOCK DATE ACRES
 RANDALL J. BRYANT
 PARCEL ID: 37241840064
 1124/PG 181; PG 11/PG 1
 BLOCK DATE ACRES
 CITY OF HICKORY
 CLINES TOWNSHIP
 CATAWBA COUNTY, NORTH CAROLINA

SHEET PROJECT No. 12-187
 MAPL PROJECT No. 1201100

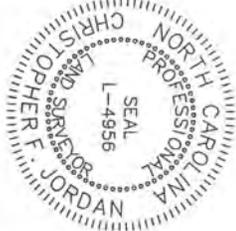
NOTES

Field work completed October 31, 2012
 All coordinates shown are horizontal datum: NAD83(2011) epoch 2010.00
 Vertical datum: NAVD83 (Geoid03)
 Areas computed by coordinate method
 Property shown hereon is subject to the rules, regulations, ordinances and restrictions of the State of North Carolina and the rules and regulations of the local government. Underground utilities or improvements including foundations have not been located except as shown hereon.
 All distances shown on this map are horizontal ground lengths unless otherwise noted. Distances are rounded to the nearest 0.01 feet.
 No existing owners were notified by survey except as shown hereon on 9/5/13.

DEVELOPER'S CERTIFICATION

I, Christopher F. Jordan, certify that this plat was prepared under my supervision from a true and correct description prepared in accordance with the provisions of the laws of North Carolina, and that I am a duly licensed and qualified professional land surveyor in the State of North Carolina. I am not aware of any other persons who are entitled to a share of the proceeds of this survey. I have not been convicted of any crime involving dishonesty or fraud. I have not been disciplined or suspended from practice by the State Board of Licensure Regulation for Surveyors. I further certify that this is an accurate survey for a proposed street line.

CHRISTOPHER F. JORDAN
 L-4956
 May 01, 2013
 DATE



PARCEL ID	ACRES	LANDMARK		UNDERGROUND FACILITY	
		NO. 1	NO. 2	NO. 1	NO. 2
37241840454	0.79	0.12	0.67	0.00	0.00
37241840064	16.83	0.72	7.94	0.83	0.88

LINE	BEARING	GROUND DISTANCE (ft)
124	S78°04'W	148.25'
125	S78°04'W	17.89'
126	N65°54'E	12.83'
127	S01°29'W	17.89'
128	S89°10'W	341.72'
129	S42°30'W	278.42'
130	S32°00'W	20.54'
131	S32°00'W	20.81'
132	S72°00'W	77.81'
133	S67°50'W	148.85'
134	S71°27'W	4.87'
135	S12°22'W	18.32'
136	N67°50'W	63.79'
137	N72°00'W	63.79'
138	N72°00'W	48.80'
139	N87°50'W	308.17'
140	S01°29'W	5.98'
141	N65°54'E	28.68'
142	N65°54'E	1.97'
143	S81°29'W	21.79'
144	S81°29'W	302.39'

LINE	BEARING	GROUND DISTANCE (ft)
124	S42°30'W	278.42'
125	S72°00'W	24.80'
126	S02°27'W	5.11'
127	S02°27'W	12.80'
128	S72°00'W	78.38'
129	S87°50'W	142.82'
130	S12°22'W	12.72'
131	S12°22'W	13.81'
132	N67°50'W	103.32'
133	N72°00'W	82.85'
134	S02°27'W	12.80'
135	N72°00'W	47.85'
136	N63°50'W	280.88'
137	N87°50'W	308.88'
138	N65°54'E	14.58'
139	S72°00'W	61.58'
140	S01°29'W	44.18'
141	S02°27'W	68.17'
142	N67°50'W	77.5'

LINE	BEARING	GROUND DISTANCE (ft)
124	S81°29'W	84.87'
125	S81°29'W	128.14'
126	S01°29'W	74.85'
127	S81°29'W	64.87'
128	S81°29'W	44.88'
129	S01°29'W	62.48'
130	S71°29'W	62.48'



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

STATE OF NORTH CAROLINA

**DEED OF EASEMENT
(Sewer)**

COUNTY OF CATAWBA

THIS DEED OF EASEMENT, made this ____ day of _____, 2014, by and between **CYNTHIA WILLIAMS HUFFMAN aka CYNTHIA W. HEASTON**, having a mailing address of **2750 Kool Park Road NE, Hickory, North Carolina 28601** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantor owns a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 1792 at Page 477 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

WHEREAS, the City Council of the City of Hickory has determined that it is in the public interest to install, construct and maintain a sanitary sewer to serve the public in the vicinity of the described property, as well as throughout the City of Hickory.

**CYNTHIA WILLIAMS HUFFMAN TO CITY OF HICKORY
DEED OF EASEMENT**

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual right and easement to install, construct and maintain a sanitary sewer, together with the attendant customary uses, including drainage and utilities, over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, and more particularly described as follows, to-wit:

Temporary Easement:

Being all that temporary right of way sewer easement across the Grantor's property in the City of Hickory, shown on the attached Exhibit "A" entitled "Sanitary Sewer Easements for: City of Hickory across the properties of: Cynthia W. Huffman, Greater Shekinah Glory Church", prepared by Christopher F. Jordan, Professional Land Surveyor L-4956, dated May 1, 2013 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 1792 at Page 0477 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3724-18-40-6417.

Permanent Easement:

Being all that permanent right of way sewer easement across the Grantor's property in the City of Hickory, shown on the attached Exhibit "A" entitled "Sanitary Sewer Easements for: City of Hickory across the properties of: Cynthia W. Huffman, Greater Shekinah Glory Church", prepared by Christopher F. Jordan, Professional Land Surveyor L-4956, dated May 1, 2013 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 1792 at Page 0477 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3724-18-40-6417.

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

The Grantor acknowledges that the City is acquiring this easement for the purpose of erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be

**CYNTHIA WILLIAMS HUFFMAN TO CITY OF HICKORY
DEED OF EASEMENT**

considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

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

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

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

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

The temporary easement will expire upon final completion of the project, including final certification and DENR acceptance.

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

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

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

**CYNTHIA WILLIAMS HUFFMAN TO CITY OF HICKORY
DEED OF EASEMENT**

- 3 -

Cynthia Williams Huffman (SEAL)
CYNTHIA WILLIAMS HUFFMAN aka
CYNTHIA W. HEASTON

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Kimberly D Johnson, a Notary Public of Caldwell County,
North Carolina, do hereby certify that **CYNTHIA WILLIAMS HUFFMAN**, personally
appeared before me this day and acknowledged the execution of the foregoing
instrument.

Witness my hand and seal this 25 day of August, 2016.

Kimberly D Johnson
Notary Public



My Commission Expires: 5-19-2019

CYNTHIA WILLIAMS HUFFMAN TO CITY OF HICKORY
DEED OF EASEMENT

ACCEPTANCE

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

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

ATTEST:

(SEAL)

Andrea Surratt, Interim City Manager

Debbie D. Miller, City Clerk

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

Arnita M. Dula, Deputy City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

I, _____, a Notary Public of said County and State, certify that Andrea Surratt personally appeared before me this day and acknowledged that she is the Interim City Manager 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 by the Interim City Manager, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this ____ day of _____, 2016.

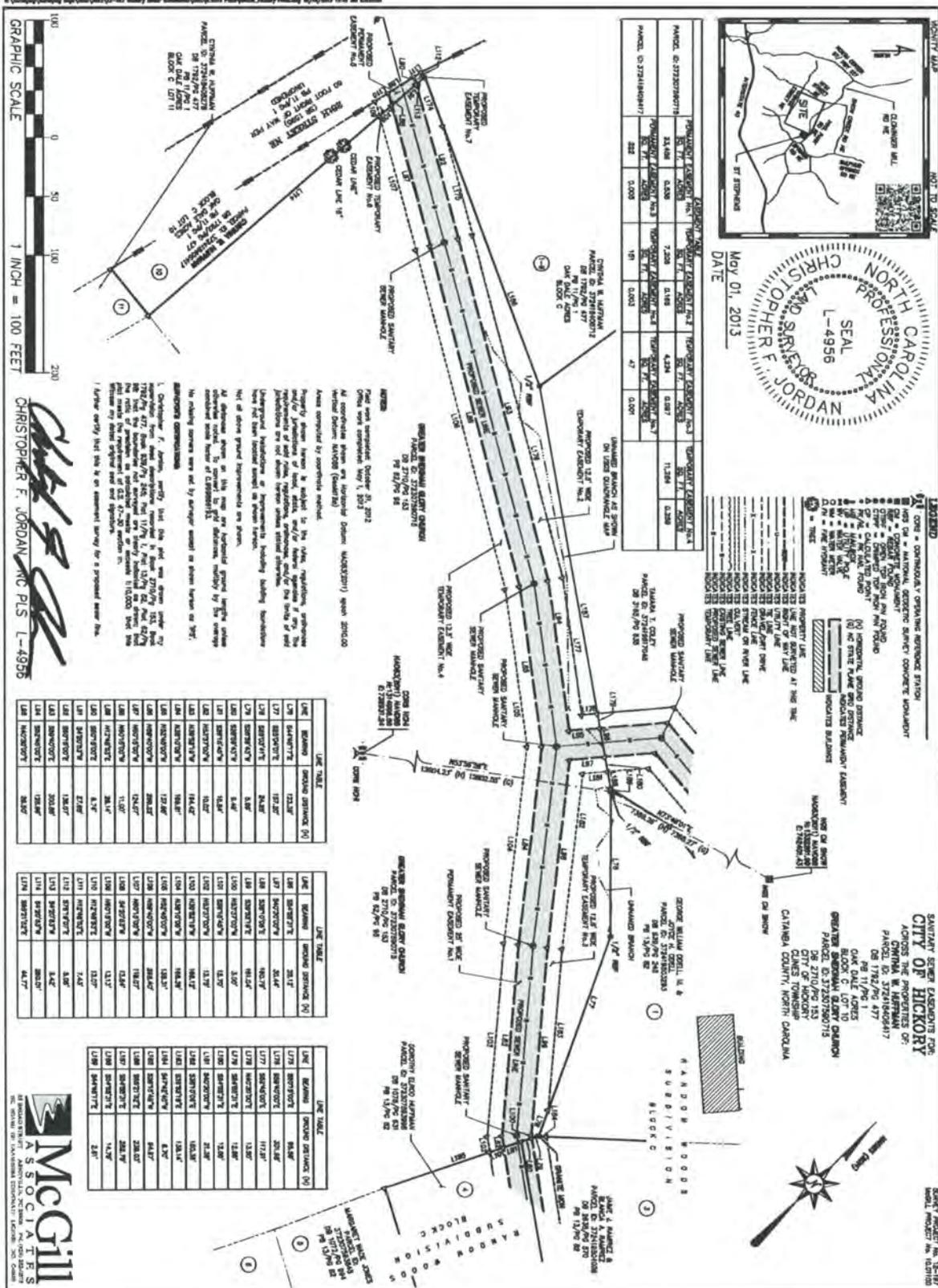
Notary Public

(SEAL)

My Commission Expires: _____

**CYNTHIA WILLIAMS HUFFMAN TO CITY OF HICKORY
DEED OF EASEMENT**

EXHIBIT A



PROJECT NO. 13-187
SHEET NO. 13-187

DATE: May 01, 2013

CHRISTOPHER F. JORDAN
LEAD SURVEYOR
SCAL L-4956
NORTH CAROLINA PROFESSIONAL

MANHOLE NO.	CONCRETE	DIAMETER	DEPTH	INVERT	CONCRETE	DIAMETER	DEPTH	INVERT
MH1	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH2	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH3	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH4	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH5	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH6	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH7	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH8	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH9	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH10	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH11	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH12	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH13	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH14	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH15	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH16	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH17	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'
MH18	36"	36"	1.00'	1.00'	36"	36"	1.00'	1.00'

CHRISTOPHER F. JORDAN
REGISTERED PROFESSIONAL SURVEYOR
L-4956

LINE	BEARING	LENGTH	REMARKS
L1	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L2	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L3	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L4	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L5	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L6	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L7	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L8	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L9	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L10	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L11	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L12	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L13	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L14	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L15	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L16	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L17	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN
L18	N 89° 15' 00" W	123.17'	PROPOSED SANITARY SEWER MAIN

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Chief Thurman Whisnant
Contact Person: Lisa Drum
Date: 09/07/2016
Re: JAG 2016 Grant

REQUEST: Hickory Police Department requests approval to accept the 2016 Justice Assistance Grant to purchase an Oculus System and DARE supplies to administer an education and prevention program in the Hickory City School fifth and sixth grade classes.

BACKGROUND: City of Hickory and Catawba County have received notification of approval to receive a combined allocation of \$31,020.00 under the 2016 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 \$12,113.00 and the City of Hickory is eligible for a direct award of \$18,907.00. There is no match required. The City of Hickory has agreed to serve as lead agency in the grant application process.

ANALYSIS: The Hickory Police Department will use grant funds to purchase an Oculus Plug N Play surveillance system to be used in investigations focusing on repeat offenders of violent gun and drug crimes. The current surveillance system being used is over 11 years old and its technology has become antiquated and unreliable. The purchase of the Oculus Plug N Play system will allow investigators to once again gather valuable evidence for the prosecution of violent gun and drug crimes in our community. The Drug, Resistance, and Education (DARE) program administers a prevention and education program that concentrates on substance abuse, violence, and gang prevention. Funds will be used to purchase supplies for School Resource Officers to educate Hickory City Fifth and Sixth grade students.

RECOMMENDATION Hickory Police Department recommends approval to accept the 2016 Justice Assistance Grant to purchase an Oculus System and DARE supplies to educate the Hickory City School fifth and sixth grade classes in the amount of \$18,907.00 and to serve as lead agency in the grant process for a combined amount of \$31,020.00.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

X

LIST THE EXPENDITURE CODE:

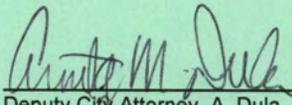
Reviewed by:

Thurman Whisnant

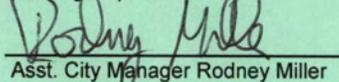
Initiating Department Head

09/07/2016

Date


Deputy City Attorney, A. Dula

Date



Asst. City Manager Rodney Miller

9/13/16

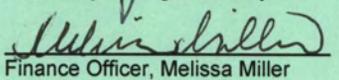
Date



Asst. City Manager, A. Surratt

9/10/16

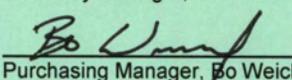
Date



Finance Officer, Melissa Miller

9/12/16

Date



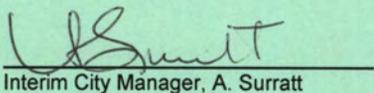
Purchasing Manager, Bo Weichel

9-12-16

Date

Date

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



Interim City Manager, A. Surratt

9/10/16

Date



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 6, 2016

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 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$31,020 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 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.

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
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 6, 2016

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.

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. 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.

Meeting the Requirement to Submit Findings of Discrimination

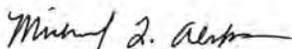
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs 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, SAAs 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.

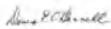
If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p>Grant</p>	<p>PAGE 1 OF 12</p>																
<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>City of Hickory P.O. Box 398 Hickory, NC 28603</p>	<p>4. AWARD NUMBER: 2016-DJ-BX-1053</p> <p>5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019</p> <p>6. AWARD DATE 09/06/2016</p>																	
<p>2a. GRANTEE IRS/VENDOR NO. 566001248</p>	<p>8. SUPPLEMENT NUMBER 00</p>	<p>7. ACTION Initial</p>																
<p>2b. GRANTEE DUNS NO. 071062483</p>	<p>9. PREVIOUS AWARD AMOUNT \$ 0</p>																	
<p>3. PROJECT TITLE Catawba County Sheriff and Hickory Police General Equipment</p>	<p>10. AMOUNT OF THIS AWARD \$ 31,020</p> <p>11. TOTAL AWARD \$ 31,020</p>																	
<p>12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>																		
<p>13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.</p>																		
<p>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program</p>																		
<p>15. METHOD OF PAYMENT GPRS</p>																		
<p>AGENCY APPROVAL</p>	<p>GRANTEE ACCEPTANCE</p>																	
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</p> <p>Denise O'Donnell Director</p>	<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</p> <p>Mick Berry City Manager</p>																	
<p>17. SIGNATURE OF APPROVING OFFICIAL</p> 	<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p>	<p>19A. DATE</p>																
<p>AGENCY USE ONLY</p>																		
<p>20. ACCOUNTING CLASSIFICATION CODES</p> <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>31020</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		31020	<p>21. RDJUGT0857</p>	
FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT											
X	B	DJ	80	00	00		31020											

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p>AWARD CONTINUATION SHEET Grant</p>	<p>PAGE 2 OF 12</p>
<p>PROJECT NUMBER 2016-DJ-BX-1053</p>		<p>AWARD DATE 09/06/2016</p>	
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>1. Applicability of Part 200 Uniform Requirements</p> <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 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).</p> <p>The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.</p> <p>For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.</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> <p>2. Compliance with DOJ Grants Financial Guide</p> <p>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"), including any updated version that may be posted during the period of performance.</p> <p>3. Required training for Point of Contact and all Financial Points of Contact</p> <p>Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.</p> <p>In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.</p> <p>A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection</p> <p>The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.</p>			



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4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law 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) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards 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 provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) 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).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000			
<p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).</p>			
<p>The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.</p>			
9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)			
<p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.</p>			
<p>The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.</p>			
10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events			
<p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.</p>			
<p>Information on the pertinent DOJ definition of conferences and the 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").</p>			
11. Requirement for data on performance and effectiveness under the award			
<p>The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.</p>			
12. OJP Training Guiding Principles			
<p>Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.</p>			



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13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) 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.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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<p><i>SPECIAL CONDITIONS</i></p> <p>18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.</p> <p>Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p> <p>19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct</p> <p>The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim 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.</p> <p>Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).</p> <p>Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.</p>			



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20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement 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.

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.

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 federal 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 under this award to make subawards ("subgrants"), procurement contracts, or both--

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 ("subgrant"), procurement contract, or subcontract under a procurement contract) 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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<ol style="list-style-type: none"> 26. 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: http://www.it.ojp.gov/gsp_grantcondition. 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. 27. 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. 28. 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. 29. 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. 30. 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. 31. 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. 32. 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 (www.ctfli.org). 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 (www.ctfli.org). 33. 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. 			

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<p><i>SPECIAL CONDITIONS</i></p> <p>34. 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.</p> <p>35. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.</p> <p>The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:</p> <ul style="list-style-type: none"> a. New construction; b. Minor 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. <p>The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.</p> <p>Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.</p> <p>36. 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.</p> <p>37. 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.</p>			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <ol style="list-style-type: none"> 38. 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 (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm. 39. The recipient agrees to submit a signed certification 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 be a mandatory wear policy for all uniformed officers while on duty. 40. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ 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. 41. 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. 42. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (https://grants.ojp.usdoj.gov). 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 (www.bjaperformancetools.org). 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. 43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public. 44. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If you do not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx. 45. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf 			

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PROJECT NUMBER 2016-DJ-BX-1053		AWARD DATE 09/06/2016	
SPECIAL CONDITIONS			
<p>46. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.</p> <p>47. 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: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf</p> <p>48. 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>49. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.</p> <p>50. 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>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>b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.</p> <p>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>			

**U.S. Department of Justice**

Office of Justice Programs

Bureau of Justice Assistance

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 <https://www.bja.gov/Funding/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.

 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Grant	
	PROJECT NUMBER 2016-DJ-BX-1053	PAGE 1 OF 1
This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.		
1. STAFF CONTACT (Name & telephone number) Tamaro White (202) 353-3503	2. PROJECT DIRECTOR (Name, address & telephone number) Lisa Drum Budget Analyst 347 Second Avenue SW Hickory, NC 28602-2844 (828) 261-2609	
3a. TITLE OF THE PROGRAM 2016 Edward Byrne Memorial Justice Assistance Grant Program		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT Catawba County Sheriff and Hickory Police General Equipment		
5. NAME & ADDRESS OF GRANTEE City of Hickory P.O. Box 398 Hickory, NC 28603		6. NAME & ADDRESS OF SUBGRANTEE
7. PROGRAM PERIOD FROM: 10/01/2015 TO: 09/30/2019		8. BUDGET PERIOD FROM: 10/01/2015 TO: 09/30/2019
9. AMOUNT OF AWARD \$ 31,020		10. DATE OF AWARD 09/06/2016
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) 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). The city of Hickory and Catawba County, North Carolina will utilize this 2016 JAG award to support law enforcement initiatives. These grant funds will be used to purchase Automated External Defibrillators (AEDs), an Oculus Plug N Play surveillance system and DARE supplies. The purchases will increase officer safety and		

improve officer response time.

NCA/NCF

Lisa Drum

From: donot-reply@ojp.usdoj.gov
Sent: Tuesday, September 06, 2016 10:26 PM
To: mberry@ci.hickory.nc.us; Lisa Drum
Subject: GMS Award 2016-DJ-BX-1053

Congratulations. You have been awarded a grant by the Office of Justice Programs at the U.S. Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.
 - a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."
 - b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.
5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).
3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.
4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Tamaro White at (202) 353-3503.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Tamaro White at (202) 353-3503. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at gms.helpdesk@usdoj.gov.

Web link to GMS: <https://grants.ojp.usdoj.gov>

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions:

http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf

Post Award Instructions: http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf

OJP Financial Guide: <http://www.ojp.usdoj.gov/financialguide/>

Please do not reply to this message. You can contact your program manager Tamaro White at (202) 353-3503.

THE CITY OF HICKORY
A North Carolina Municipal Corporation

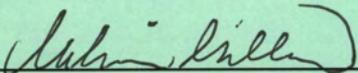
(SEAL)

By: _____
Andrea Surratt, Interim City Manager

ATTEST:

Debbie Miller, City Clerk

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



Melissa Miller, Finance Officer

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

Attorney for the City of Hickory, NC

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

Attorney for the City of Hickory, NC

15

COUNCIL AGENDA MEMOS

Exhibit VIII.J.

To: City Manager's Office
From: Chuck Hansen
Contact Person: Miles Champion 302-3757
Date: September 9, 2016
Re: Grant of Easements to Piedmont Natural Gas

REQUEST

Staff requests granting of easements for the property of the City of Hickory to Piedmont Natural Gas for replacement natural gas line along 1st Avenue SW.

BACKGROUND

Permanent easements and temporary construction easement is necessary for installation of a new 4-inch natural gas line along 1st Avenue SW from 14th Street SW under US 321 to 15th Street SW. Easements are described in the attached Grant of Easement Distribution and Grant of Temporary Easement documents and affect two (2) parcels owned by the City of Hickory (Parcel ID #279208788772 and Parcel ID #279208880788).

ANALYSIS

There are no construction costs to the City and no City forces will be utilized in the construction of the natural gas line.

RECOMMENDATION

Staff recommends approval of grant of easements to Piedmont Natural Gas located along 1st Avenue SW and described as PIN.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen
Initiating Department Head

9/9/16
Date

A. Dula
Deputy City Attorney, A. Dula

9-9-16
Date

Rodney Miller
Asst. City Manager Rodney Miller

9/13/16
Date

A. Surratt
Asst. City Manager, A. Surratt

9-10-16
Date

Melissa Miller
Finance Officer, Melissa Miller

9/12/16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

9-12-16
Date

Date

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

A. Surratt
Interim City Manager, A. Surratt

9/10/16
Date

GRANT OF EASEMENT
DISTRIBUTION

Return Recorded Document to:
Raymond Klepar
Contract Land Staff
6000 Fairview Rd., Suite 1200
Charlotte, NC 28210

STATE OF NORTH CAROLINA

PROJECT NO.: 1151320

COUNTY OF CATAWBA

Parcel ID#: 279208880788

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

WITNESSETH

That GRANTOR, for and in consideration of the sum of ONE Dollars (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto GRANTEE, its successors and assigns, a perpetual right of way and easement for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, altering, adding to, replacing, removing, and protecting pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the HICKORY Township, County of Catawba, North Carolina, as described in deed(s) recorded in Book 382, Page 174, Office of the Register of Deeds for Catawba County, North Carolina ("Property").

The right of way herein granted is (5) feet wide, extending two and one half (2½) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and GRANTEE. The pipeline as actually installed shall determine the centerline of said right of way.

GRANTEE shall have the free and full right of ingress and egress over and across the aforesaid Property and to keep said right of way cleared of trees, shrubs, buildings, structures, and other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way.

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

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

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

SIGNATURES ON NEXT PAGE

GRANTOR:

ATTEST:
(SEAL)

CITY OF HICKORY,
A North Carolina Municipal Corporation

Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Approved as to form and legality on the ____ day of _____, 2016.

Deputy City Attorney for the City of Hickory

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

Witness my hand and seal this ____ day of _____, 2016.

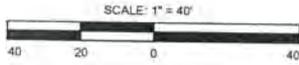
Notary Public

(SEAL)

My Commission Expires: _____

AREA TABLE	
PERMANENT EASEMENT	0.009 AC
SQUARE FOOTAGE	399
TEMPORARY CONSTRUCTION EASEMENT	N/A
SQUARE FOOTAGE	N/A

EXHIBIT A



I, MICHAEL J. MOORE, PLS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 382, PAGE 174); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 382, PAGE 174, THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (12 NCAC 56.1600).

THIS 6TH DAY OF APRIL, A.D., 2016.

Michael J. Moore
MICHAEL J. MOORE, PLS L-5085

NOTES

1. AREA BY COORDINATE COMPUTATION.
2. ALL DISTANCES ARE HORIZONTAL GROUND, IN US SURVEY FEET.
3. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES, OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE. THIS SURVEY IS INTENDED FOR THE PURPOSES OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE LANDS SHOWN HEREON.
4. NC GRID COORDINATES AS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS UTILIZING NCGS' NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD 83(NSRS 2011) DATUM. COMBINED FACTOR 0.99985104242. IF SHOWN, VERTICAL POSITIONS ARE REFERENCED TO NAVD 88 (GEOID 12A).
5. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

LEGEND	
○ IRF	IRON PIPE FOUND
●	COMPUTED POINT
R/W	RIGHT-OF-WAY
---	SUBJECT BOUNDARY LINE (SURVEYED)
---	SUBJECT BOUNDARY LINE (NOT SURVEYED)
---	ADJOINER BOUNDARY LINE (SURVEYED)
---	PNG EASEMENT
---	PNG TEMPORARY CONSTRUCTION EASEMENT
---	PROPOSED RIGHT-OF-WAY

EASEMENT FOR
PIEDMONT NATURAL GAS COMPANY, INC.
ACROSS THE LANDS OF
CITY OF HICKORY
PARCEL 279208880788, 1471 1ST AVENUE SW,
HICKORY, NC 28602
DEED BOOK 382, PAGE 174,
HICKORY TOWNSHIP, CATAWBA COUNTY
NORTH CAROLINA
PROJECT IR# - TRACT # 2

7001 WHITEHALL EXECUTIVE CENTER DRIVE SUITE 900
CHARLOTTE, NC 28273
TEL: (704) 874-6700 FAX: (704) 528-3272
www.cardno.com NCBLS Firm License L-1316

DRAWN BY: MJM	REVISIONS
DATE: 04-6-2016	
JOB NO.	
PNGNC00107	

GRANT OF TEMPORARY EASEMENT

Return to:

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA
PARCEL NO. 279208788772

PNG PROJECT : _____
PNG TRACT NUMBER: _____

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

WITNESSETH

That GRANTOR, for and in consideration of the sum of \$ _____ .00 and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a temporary right of way and easement on and over the land of GRANTOR (or in which GRANTOR has interest) situated in HICKORY Township, CATAWBA County, _____, as described in deed(s) recorded in Book 934, Page 246, CATWABA County Registry, for the purpose of constructing and/or installing a pipeline facility, including but not limited to laying, storing, erecting, or parking equipment, materials, fill, components, parts, and tools necessary for constructing and/or installing a pipeline facility on the adjacent property.

The temporary right of way and easement herein granted encompasses 0.09 acres, more or less, as shown on the attached survey dated April 6, 2016 by Michael J. Moore, PLS and entitled "Easement Survey for Piedmont Natural Gas Company to be Acquired from Owner: City of Hickory."

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: (1) free and full right of access to and from said right of way over and across the aforesaid land; (2) to keep said right of way cleared of trees, buildings, and other obstructions; and (3) to store equipment, material, and fill.

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

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

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

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

GRANTOR:

ATTEST:
(SEAL)

CITY OF HICKORY,
A North Carolina Municipal Corporation

Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Approved as to form and legality on the _____ day of _____, 2016.

Deputy City Attorney for the City of Hickory

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

Witness my hand and seal this _____ day of _____, 2016.

Notary Public

(SEAL)

My Commission Expires: _____

GRANT OF EASEMENT
DISTRIBUTION

Return Recorded Document to:
Raymond Klepar
Contract Land Staff
6000 Fairview Rd., Suite 1200
Charlotte, NC 28210

STATE OF NORTH CAROLINA

PROJECT NO.: 1151320

COUNTY OF CATAWBA

Parcel ID#:279208788772

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

WITNESSETH

That GRANTOR, for and in consideration of the sum of ONE Dollars (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto GRANTEE, its successors and assigns, a perpetual right of way and easement for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, altering, adding to, replacing, removing, and protecting pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the HICKORY Township, County of Catawba, North Carolina, as described in deed(s) recorded in Book 934, Page 246, Office of the Register of Deeds for Catawba County, North Carolina ("Property").

The right of way herein granted is (5) feet wide, extending two and one half (2½) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and GRANTEE. The pipeline as actually installed shall determine the centerline of said right of way.

GRANTEE shall have the free and full right of ingress and egress over and across the aforesaid Property and to keep said right of way cleared of trees, shrubs, buildings, structures, and other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way.

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

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

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

SIGNATURES ON NEXT PAGE

GRANTOR:

ATTEST:
(SEAL)

CITY OF HICKORY,
A North Carolina Municipal Corporation

Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Approved as to form and legality on the ____ day of _____, 2016.

Deputy City Attorney for the City of Hickory

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

Witness my hand and seal this ____ day of _____, 2016.

Notary Public

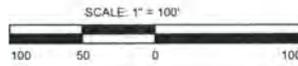
(SEAL)

My Commission Expires: _____

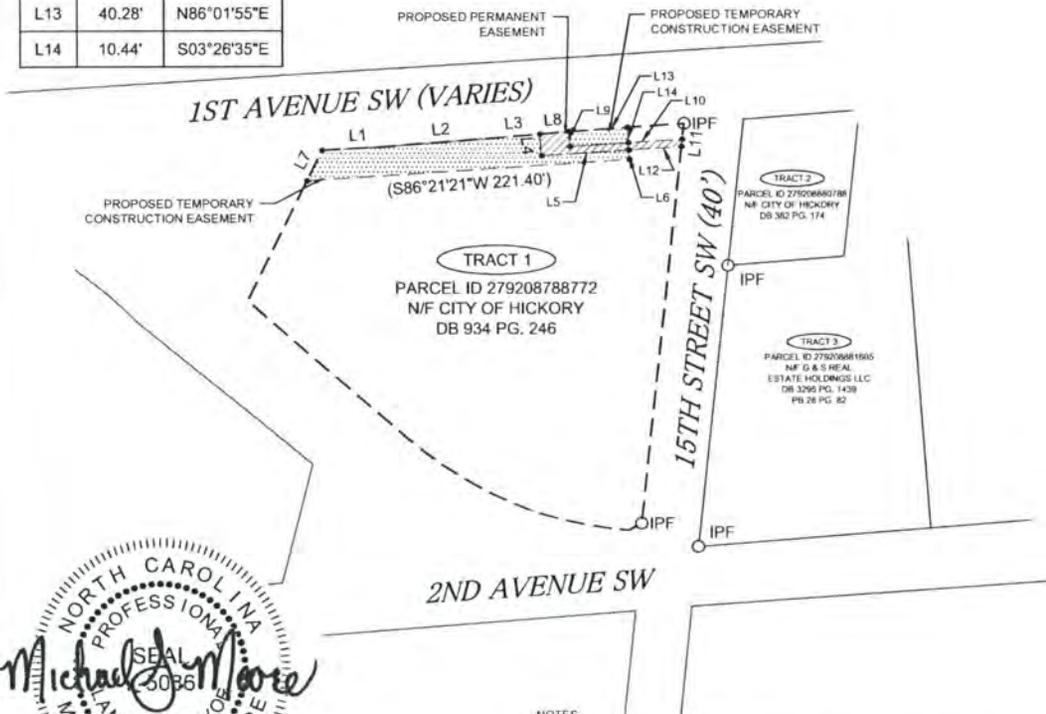
AREA TABLE	
PERMANENT EASEMENT	0.016 AC
SQUARE FOOTAGE	683
TEMPORARY CONSTRUCTION EASEMENT	0.09 AC
SQUARE FOOTAGE	3,938

EXHIBIT A

LINE TABLE		
LINE	LENGTH	BEARING
L1	49.02'	N86°40'18"E
L2	66.44'	N85°32'46"E
L3	34.13'	N85°12'00"E
L4	14.84'	S04°42'40"E
L5	59.95'	N86°24'20"E
L6	6.38'	S03°26'35"E
L7	23.06'	N26°37'31"E
L8	20.00'	N85°26'27"E
L9	10.18'	S04°42'40"E
L10	77.12'	N86°24'20"E
L11	5.07'	S06°15'28"W
L12	96.15'	S86°24'20"W
L13	40.28'	N86°01'55"E
L14	10.44'	S03°26'35"E



NC GRID



NOTES

1. AREA BY COORDINATE COMPUTATION
2. ALL DISTANCES ARE HORIZONTAL GROUND, IN US SURVEY FEET.
3. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES, OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE. THIS SURVEY IS INTENDED FOR THE PURPOSES OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE LANDS SHOWN HEREON.
4. NC GRID COORDINATES AS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS UTILIZING NCGS' NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD 83(NSRS 2011) DATUM. COMBINED FACTOR 0.99985104242. IF SHOWN, VERTICAL POSITIONS ARE REFERENCED TO NAVD 88 (GEOID 12A).
5. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

I, MICHAEL J. MOORE, PLS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 934, PAGE 246); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 934, PAGE 246, THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000, AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (12 NCAC 56.1800).

THIS 6TH DAY OF APRIL, A.D. 2016

Michael J. Moore

MICHAEL J. MOORE, PLS L-5086

LEGEND	
⊙ IRP	IRON PIPE FOUND
•	COMPUTED POINT
R/W	RIGHT-OF-WAY
DB	DEED BOOK
PG.	PAGE
N	NORTHING
E	EASTING
N/F	NOW OR FORMERLY
---	SUBJECT BOUNDARY LINE (SURVEYED)
---	SUBJECT BOUNDARY LINE (NOT SURVEYED)
---	ADJOINER BOUNDARY LINE (SURVEYED)
---	PNG EASEMENT
---	PNG TEMPORARY CONSTRUCTION EASEMENT
---	PROPOSED RIGHT-OF-WAY

EASEMENT FOR
PIEDMONT NATURAL GAS COMPANY, INC.
 ACROSS THE LANDS OF
CITY OF HICKORY
 PARCEL 279208788772, 1535 1ST AVENUE SW,
 HICKORY, NC 28603
 DEED BOOK 934 PAGE 246
 HICKORY TOWNSHIP, CATAWBA COUNTY
 NORTH CAROLINA
 PROJECT IR# - TRACT # 1

7605 WHITEHALL EXECUTIVE CENTER DRIVE, SUITE 400
 CHARLOTTE, NC 28203
 TEL: (704) 527-6700 FAX: (704) 529-3272
 www.cardno.com NCBELS Firm License L 1316

DRAWN BY: MJM	REVISIONS
DATE: 04-6-2016	
JOB NO.	
PNGNC00107	

PAGE 1 OF 1

BUDGET REVISION # 7

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

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

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

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

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

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

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

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

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

SECTION 3. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

Adopted this _____ day of _____, 2016

Mayor

Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Planning & Development Services Department

Contact Person: Cal Overby, Principal Planner

Date: September 8, 2016

Re: Voluntary Contiguous Annexation of 42nd Avenue Drive NW Street ROW

REQUEST

Consideration of the voluntary contiguous annexation of 1.1 acres (47,916 ft²) of property, which consists of a portion of the street ROW of 42nd Avenue Drive NW.

BACKGROUND

Moore's Ferry Associates, LLC and The Horsebarn, LLC have submitted a petition for the voluntary contiguous annexation of 1.1 acres of property, which consists of a portion of the street ROW of 42nd Avenue Drive NW. The annexation is being requested so that the portion of 42nd Avenue Drive NW in question may be offered for public maintenance.

ANALYSIS

The petitioners are seeking annexation in order to offer the section of 42nd Avenue Drive NW to the City of Hickory for public maintenance. The surrounding area is zoned Medium Density Residential (R-2), and consists largely of residential uses.

The property consists of publicly dedicated street right-of-way, as has no value for tax purposes.

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

RECOMMENDATION

Staff finds the petition to be in conformity with applicable statutes, and recommends approval of the requested annexation.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

<u>Brian Frazier</u> Initiating Department Head	<u>9/8/2016</u> Date
<u>Asst. City Manager Rodney Miller</u>	<u>9/13/16</u> Date
<u>Finance Officer, Melissa Miller</u>	<u>9/12/16</u> Date

<u>Deputy City Attorney, A. Dula</u>	<u>9-9-16</u> Date
<u>Asst. City Manager, A. Surratt</u>	<u>9-10-16</u> Date
<u>Purchasing Manager, Bo Weichel</u>	<u>9-12-16</u> Date

Date

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

A. Surratt
Interim City Manager, A. Surratt

9/10/16
Date

CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION

DATE SUBMITTED: 8-10-2016

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

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

1. The property to be voluntarily annexed is 42nd Ave Dr. NW from NC127N westward to the existing City of Hickory City Limits. It is shown in more detail on the attached Annexation Plat. This property does not have a PIN number as it was previously dedicated at Public Right of Way on Plat 46-90 dated October 23rd, 1998. This ROW is be requested to be annexed into the City so that the road, which has been brought up to City standards, can be maintained by the City of Hickory.
2. The property as dedicated on Plat 46-90 by Moore's Ferry Associates LLC.

Previous Owner Information, Prior to ROW dedication:

Name: Moore's Ferry Asso. LLC.

Address: 426 2nd St NE Hickory NC 28601

Phone Number: 828 324 9780

Name: The Horsebarn, LLC.

Address: P.O. Box 948, Newton NC 28658

Phone Number: 828-244-7813

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

Agent Information:

Name: _____

Address: _____

Phone Number: _____

4. If annexation is approved by the Hickory City Council, and if the property(s) is not currently zoned by the City of Hickory, the applicant would request that the property be placed into the **R-2** zoning district.

5. WATER AND SEWER AVAILABILITY AND CONNECTIONS

We, the undersigned property owner(s), hereby understand and agree we shall be responsible for all costs associated with providing for extensions and/or connections to the City of Hickory public utility system (water and sewer). This includes all design, permitting, construction, legal and applicable City of Hickory Tap Fees. Furthermore, we shall be responsible for obtaining any and all necessary easements and encroachment agreements needed to provide for such extensions or connections and provide those to the City of Hickory as appropriate.

The undersigned owner further acknowledges, they shall be responsible for any future utility extensions required to serve the property due to subdivision of the property.

6. APPLICANT'S AFFIDAVIT

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

Moore's Ferry Associates
James V. Tarlton
 Printed Name of Previous Property Owner(s)
426 2nd St NE Hickory NC 28601
 Address of Previous Property Owner(s)
 x [Signature]
 Signature(s) for Moore's Ferry Asso. LLC
828 324 9780
 Telephone Number

The Horse Barn LLC
 by Larry A. Bowman Managing Member
 Printed Name of Previous Property Owner(s)
PO Box 948 Newton NC 28658
 Address of Previous Property Owner(s)
Jerry A. Bowman
 Signature(s) for The Horsebarn LLC
828 244 7813
 Telephone Number

(Please choose the appropriate notary block)

State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Larry A. Bowman personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this 8th day of August, 20 16.

My Commission Expires: 03-17-2018

Heather Hewitt
Notary Public

✓ State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Larry A. Bowman personally came before me this day and acknowledged the he / she is the Managing Member of The Horse Barn LLC corporation / limited liability corporation / general partnership / limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 8th day of August, 20 16.

My Commission Expires: 03-17-2018

Heather Hewitt
Notary Public



State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that James V. Tarlton personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this 8th day of August, 2016.

My Commission Expires: 03-17-2018

Heather Hewitt
Notary Public

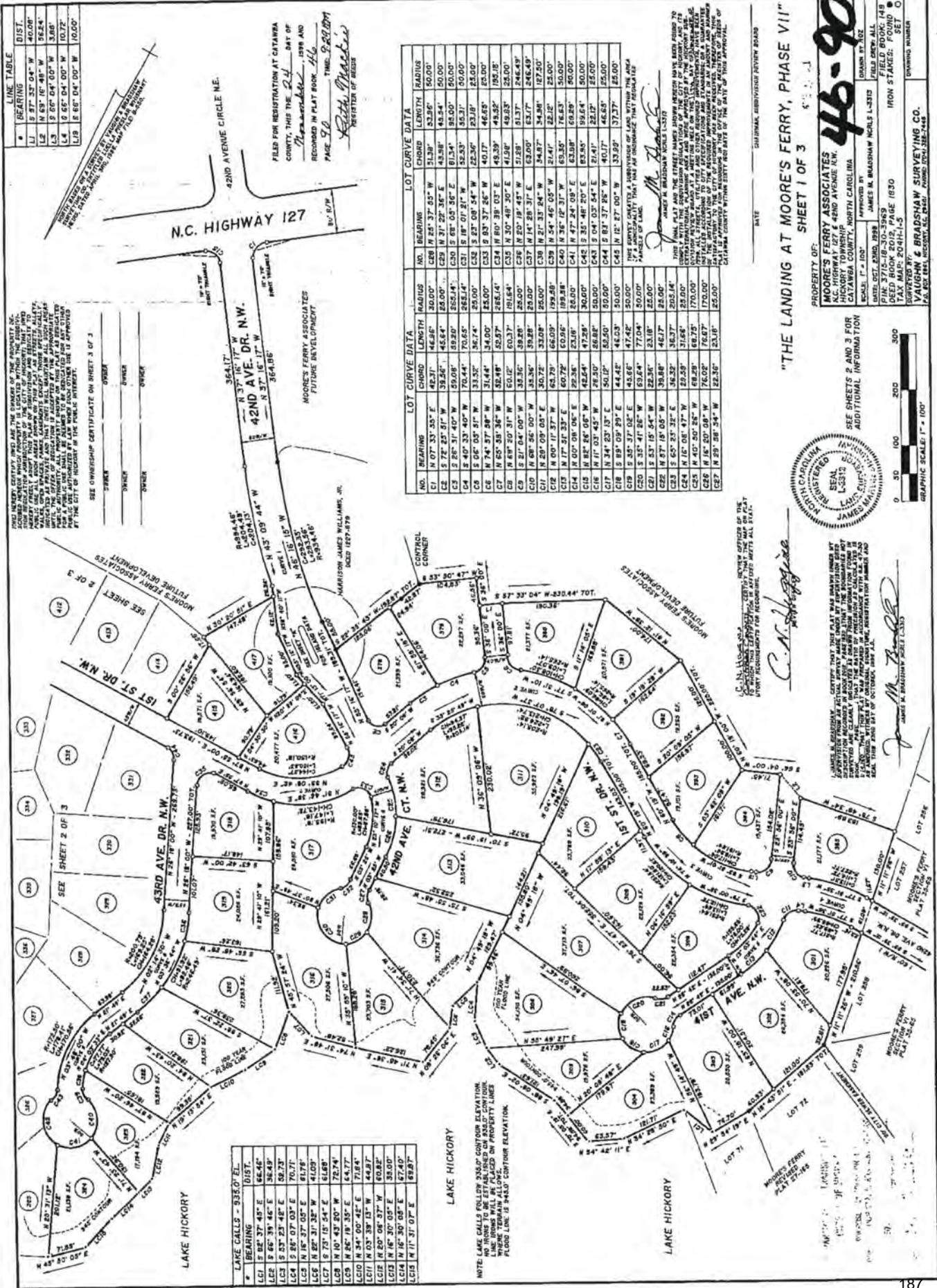
✓ State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that James V. Tarlton personally came before me this day and acknowledged the ~~(he)~~/ she is the Partner of Moores Ferry Associates corporation / ~~limited liability corporation / general partnership / limited partnership (strike through the inapplicable)~~, and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 8th day of August, 2016.

My Commission Expires: 03-17-2018

Heather Hewitt
Notary Public





LINE TABLE

#	BEARING	DIST.
1	S 87° 35' 04" W	52.54'
2	S 89° 16' 04" W	52.54'
3	S 89° 04' 00" W	52.54'
4	S 89° 04' 00" W	10.77'
5	S 89° 04' 00" W	10.77'
6	S 89° 04' 00" W	10.77'

LOT CURVE DATA

NO.	BEARING	CHORD LENGTH	RADIUS
C01	N 07° 33' 35" E	42.31'	30.00'
C02	N 25° 37' 03" W	31.38'	50.00'
C03	S 72° 25' 31" W	45.54'	45.54'
C04	S 26° 31' 40" W	59.08'	59.08'
C05	S 40° 33' 40" W	70.44'	70.65'
C06	S 06° 03' 51" W	33.53'	36.74'
C07	N 74° 37' 28" W	31.44'	34.00'
C08	N 69° 58' 36" W	52.48'	52.77'
C09	N 69° 20' 31" W	50.12'	50.12'
C10	N 20° 09' 03" E	38.36'	38.36'
C11	N 00° 11' 33" E	60.72'	60.72'
C12	N 17° 51' 33" E	60.72'	60.72'
C13	N 00° 08' 06" E	26.24'	26.24'
C14	N 82° 28' 05" W	42.54'	42.54'
C15	N 11° 03' 45" W	78.30'	78.30'
C16	N 34° 23' 13" E	50.12'	50.12'
C17	S 89° 09' 29" E	44.42'	45.00'
C18	S 35° 37' 02" E	45.66'	45.66'
C19	S 53° 47' 25" W	59.64'	59.64'
C20	S 35° 15' 54" W	22.36'	22.36'
C21	N 67° 15' 05" W	38.88'	38.88'
C22	S 65° 23' 32" E	36.23'	36.23'
C23	N 16° 08' 47" W	28.23'	28.23'
C24	N 40° 30' 25" W	68.28'	68.28'
C25	N 16° 20' 08" W	76.02'	76.02'
C26	N 29° 28' 34" W	22.36'	22.36'

FILED FOR REGISTRATION AT CATAWBA COUNTY, THIS THE 24 DAY OF November, 1998 AND RECORDED IN PLAT BOOK 46 PAGE 90 TIME 9:28 AM

SEE OWNERSHIP CERTIFICATE ON SHEET 3 OF 3

SEE SHEETS 2 AND 3 FOR ADDITIONAL INFORMATION

PROPERTY OF: MOORE'S FERRY ASSOCIATES HICKORY TOWNSHIP CATAWBA COUNTY, NORTH CAROLINA

SCALE: 1" = 100'

APPROVED BY: JAMES M. BRADSHAW, REGISTRAR

DATE: 10/28/98

FIELD BOOK: 149

DEED: 2012-183

IRON STAGEL: SET 0

DRAWN BY: JAMES M. BRADSHAW

REGISTERED BY: VAUGHN & BRADSHAW SURVEYING CO.

PLAT NO. 46-90



JAMES M. BRADSHAW, REGISTRAR

DATE: 10/28/98

SEE SHEETS 2 AND 3 FOR ADDITIONAL INFORMATION

PROPERTY OF: MOORE'S FERRY ASSOCIATES HICKORY TOWNSHIP CATAWBA COUNTY, NORTH CAROLINA

SCALE: 1" = 100'

APPROVED BY: JAMES M. BRADSHAW, REGISTRAR

DATE: 10/28/98

LOT SIZES IN SQUARE FEET			
LOT NO.	LOT SQ. FT.	LOT NO.	LOT SQ. FT.
301	20,625	325	18,140
302	20,625	326	22,165
303	20,625	327	22,165
304	20,625	328	22,165
305	20,625	329	22,165
306	20,625	330	22,165
307	20,625	331	22,165
308	20,625	332	22,165
309	20,625	333	22,165
310	20,625	334	22,165
311	20,625	335	22,165
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471	20,625	495	22,165
472	20,625	496	22,165
473	20,625	497	22,165
474	20,625	498	22,165
475	20,625	499	22,165
476	20,625	500	22,165

NOTES:
 IN OCTOBER 1984 A FLOOD STUDY AND ANALYSIS OF THE 100 YEAR REGULATORY FLOOD ON LOTS 376-417 WAS CONDUCTED BY CHARLES H. DAVIS, JR., P.E. THE CONCLUSION OF THE STUDY WAS THAT THE PROPOSED DEVELOPMENT ON LOTS 376-417 IS NOT IN A FLOOD HAZARD AREA. THE STUDY WAS APPROVED BY THE CITY ENGINEER AND THE CITY COMMISSIONERS. THE RESULTS OF THIS STUDY AND ANALYSIS CAN BE OBTAINED FROM MOORE'S FERRY ASSOCIATES.

REVIEW OFFICER OF THE CITY ENGINEER CERTIFIES THAT THE MAP ON PLAT TO WHICH THIS CERTIFICATE IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Charles H. Davis, Jr.
 REVIEW OFFICER

APPROVED: *James M. Bradshaw*
 DIVISION OF HIGHWAYS

APPROVED: *James M. Bradshaw*
 DIVISION OF HIGHWAYS

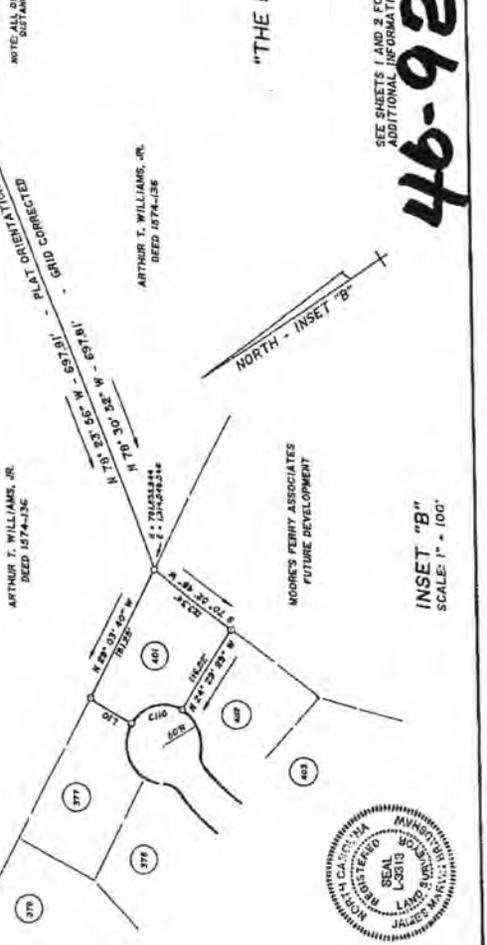
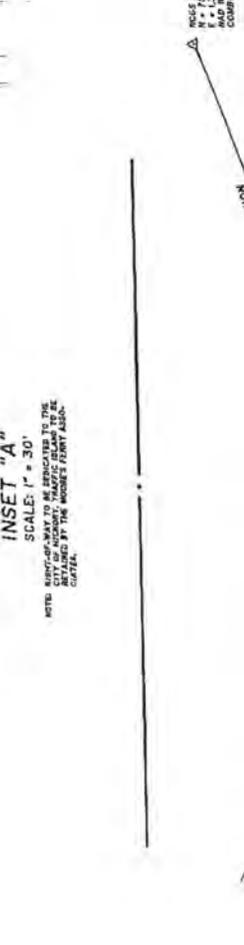
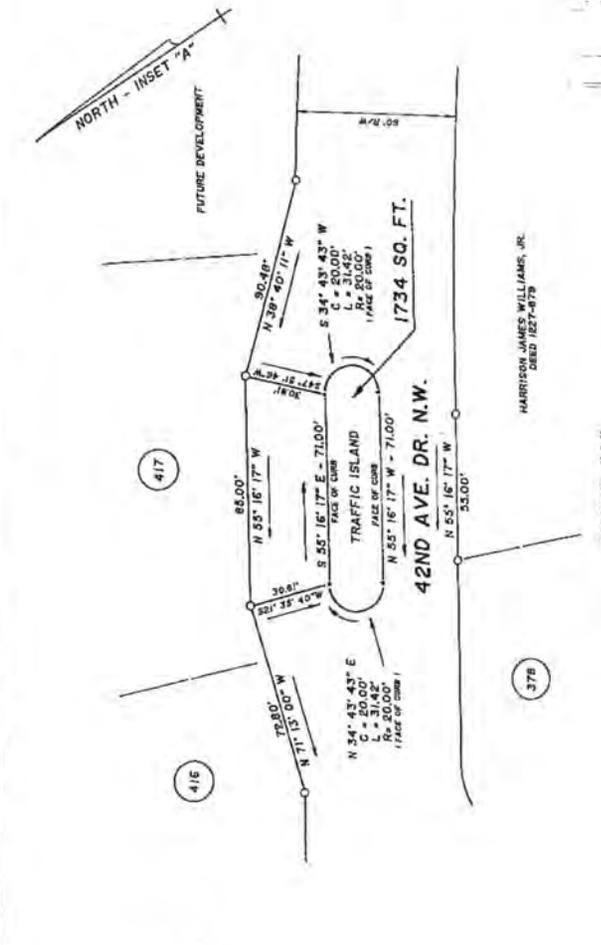
DATE: *July 10, 1984*

FILED FOR REGISTRATION AT CATAWBA COUNTY, THIS THE 24 DAY OF *November*, 1984 AND RECORDED IN PLAT BOOK *46* PAGE *92* TIME *2:38 PM*

Ruth M. Perkins
 REGISTERED CLERK

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

DATE: OCT. 23RD, 1983
 BY: JAMES M. BRADSHAW, JR.
 FIELD BOOK: 149
 IRON STAKES: FOUND
 SET BY: VAUGHN & BRADSHAW SURVEYING CO.
 75-300 FISH CREEK RD., GREENSBORO, N.C. 27409



THE FOLLOWING IMPROVEMENTS HAVE BEEN MADE BY MOORE'S FERRY ASSOCIATES: 1. IMPROVEMENTS TO THE TRAFFIC ISLANDS AND SIDEWALKS. 2. IMPROVEMENTS TO THE CURBS AND GUTTERS. 3. IMPROVEMENTS TO THE PAVEMENT. 4. IMPROVEMENTS TO THE LIGHTING. 5. IMPROVEMENTS TO THE SIGNAGE. 6. IMPROVEMENTS TO THE LANDSCAPING. 7. IMPROVEMENTS TO THE UTILITY LINES. 8. IMPROVEMENTS TO THE DRAINAGE. 9. IMPROVEMENTS TO THE FLOOD PROTECTION. 10. IMPROVEMENTS TO THE SECURITY.

THIS FINAL PLAT AND THE STREET NAMES SHOWN HEREIN HAVE BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MOORE'S FERRY, NORTH CAROLINA. THE PLAT WAS PREPARED BY VAUGHN & BRADSHAW SURVEYING CO., INC. AND APPROVED BY THE CITY ENGINEER AND THE CITY COMMISSIONERS. THE RESULTS OF THIS STUDY AND ANALYSIS CAN BE OBTAINED FROM MOORE'S FERRY ASSOCIATES.

NOTARY PUBLIC
 JAMES M. BRADSHAW, JR.
 DIVISION OF HIGHWAYS

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

SEAL
 L3813
 JAMES M. BRADSHAW, JR.
 DIVISION OF HIGHWAYS

CONTIGUOUS ANNEXATION
BY THE CITY OF HICKORY
Of A PORTION OF RIGHT-OF-WAY
KNOWN AS:

0-100 Block 42nd Avenue Drive NW

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

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

VOLUNTARY CONTIGUOUS ANNEXATION ANALYSIS

APPLICANT: Moore's Ferry Associates, LLC and The Horsebarn, LLC

PROPERTY LOCATION (See Map 1): 42nd Avenue Drive NW

PIN NUMBER: None. The area consists of publicly dedicated street right-of-way.

WARD: If annexed, the subject property will be located in Ward 2 (Councilman Tarlton).

REQUESTED ACTION: The request is for a voluntary contiguous annexation. The annexation is being requested so that the existing publicly dedicated street can be offered for public maintenance.

ACREAGE: 1.1 acres (47,916 ft²)

DEVELOPMENT POTENTIAL: The subject property is currently publicly dedicated street right-of-way, which contains a segment of 42nd Avenue Drive NW. The existing street provides access from the Moore's Ferry development to North Center Street (NC 127 N). The right-of-way is developed to the maximum extent currently practical.

The annexation of the right-of-way will afford the city the opportunity to assume maintenance of the existing street. The street, while publicly dedicated, is privately maintained, and is a link between publicly maintain streets within the Moore's Ferry development to the west and North Center Street (NC 127 N) to the east.

TAX VALUE: The property consists of publicly dedicated street right-of-way, as has no value for tax purposes.

POPULATION INCREASES: As previously outlined, the property is publicly dedicated street right-of-way, and possess no potential to increase the city's population.

SCHOOL DISTRICTS: The property is located within the jurisdictional area of the Hickory Public School System. The annexation of the street right-of-way is not anticipated to have any negative impacts on the school system.

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

- **North:** The properties are zoned Medium Density Residential (R-2), and consist of vacant residential lots;
- **South:** The properties across North Center Street (NC 127 N) are zoned Medium Density Residential, and are occupied by residences;
- **East:** The property is Medium Density Residential (R-2), and consist of a large vacant tract of property occupied by equestrian stables; and
- **West:** The properties are zoned Medium Density Residential (R-2), and consist of vacant residential lots.

UTILITY SERVICE: Water and sanitary sewer are available to this property. If any of the adjacent properties are developed, the developer will be responsible for all costs associated with directly serving any properties annexed, including planning, design, permitting, and construction and certification.

ACCESS: The annexation area consists of a public street, which connects to 1st Street Drive NW to the NW and North Center Street (NC 127 N) to the SE.

DISTANCE FROM CITY LIMITS (See Map 1): The proposed annexation area is immediately contiguous to the city's proper corporate boundary on its NW and SE margins.

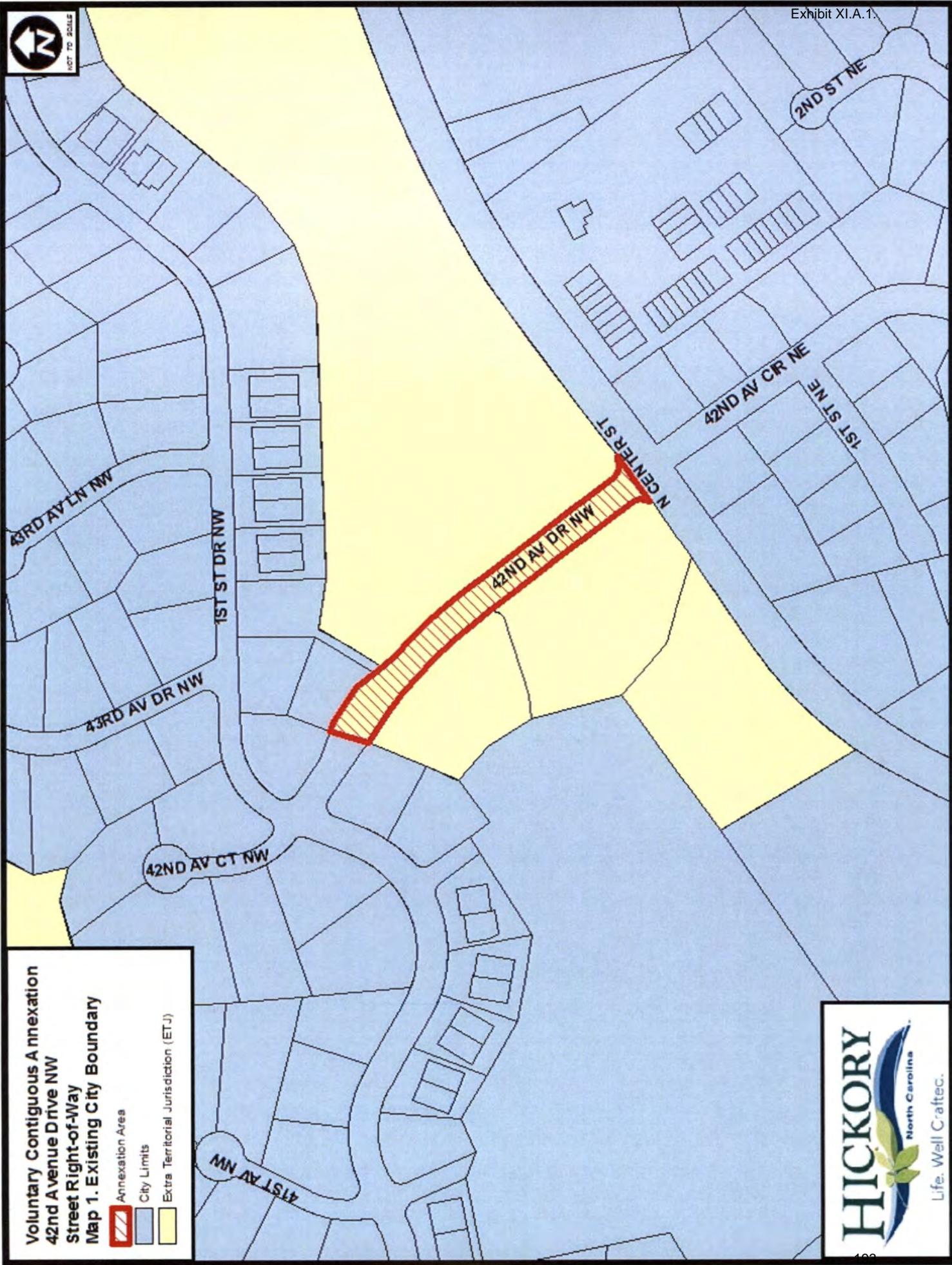
STAFF COMMENTS:

- Fire: Annexation of this property would not adversely affect the operations of the fire department. The property is currently served by Fire Station 6 rural response district. As the adjacent properties are developed, the developer shall provide a fire hydrant at a location determined by the Hickory Fire Department.
- Police Department: Police protection is adequate. The property will be located within the patrol area of Adam PACT.
- Engineering: No objections.
- Planning: No objections.
- Public Services: Solid Waste can service this property with no issues or disruptions to our current service level.
- Public Utilities: Water and sanitary sewer are available to this property. If any of the adjacent properties are developed, the developer will be responsible for all costs associated with directly serving any properties annexed, including planning, design, permitting, and construction and certification.
- Legal: No objections.
- City Manager's Office: No objections.

STAFF RECOMMENDATION: Upon evaluation staff has found the following:

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

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



**Voluntary Contiguous Annexation
42nd Avenue Drive NW
Street Right-of-Way
Map 1. Existing City Boundary**

-  Annexation Area
-  City Limits
-  Extra Territorial Jurisdiction (ETJ)



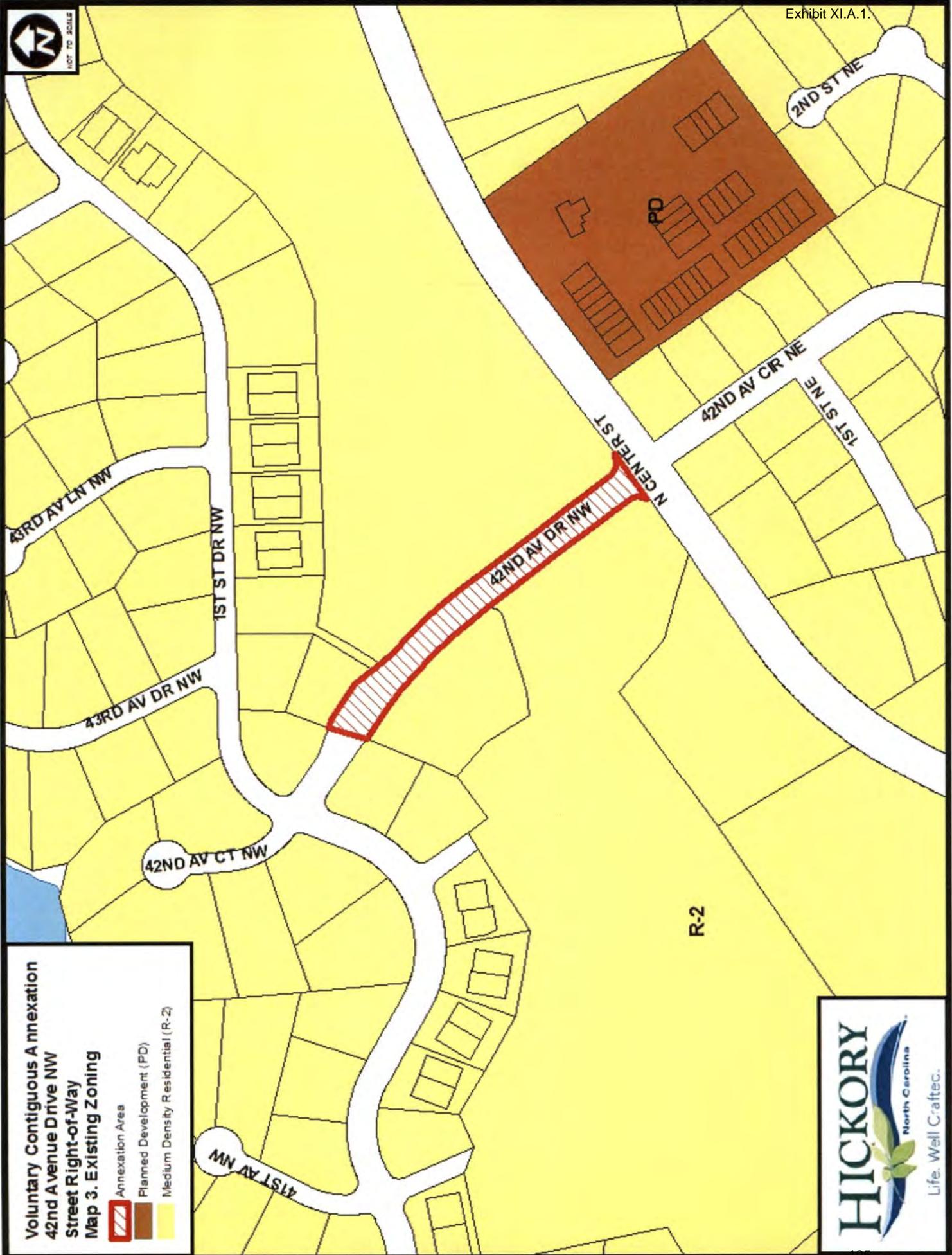


Voluntary Contiguous Annexation
42nd Avenue Drive NW
Street Right-of-Way
Map 2. Existing Land Use



Annexation Area





**Voluntary Contiguous Annexation
42nd Avenue Drive NW
Street Right-of-Way
Map 3. Existing Zoning**

-  Annexation Area
-  Planned Development (PD)
-  Medium Density Residential (R-2)

R-2



PREPARED BY: LEGAL DEPARTMENT, CITY OF HICKORY
P.O. BOX 398, HICKORY, NC 28603

ANNEXATION ORDINANCE NO. 433

VOLUNTARY ANNEXATION ORDINANCE (CONTIGUOUS)

**Moore's Ferry Associates LLC and
The Horsebarn, LLC**

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

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

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

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the

following-described territory is hereby annexed and made a part of the City of Hickory as of September 30, 2016.

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

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

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having a radius of 994.46 feet, a delta angle of 11 degrees 33 minutes 04 seconds, a chord bearing and distance of South 43 degrees 16 minutes 40 seconds East 204.13 feet to an iron, thence South 37 degrees 23 minutes 13 seconds East 364.86 feet to an iron, thence as a convex curve to the left, said curve having a radius of 30.00 feet, a delta angle of 82 degrees 39 minutes 59 seconds, a chord bearing and distance of South 82 degrees 33 minutes 02 seconds East 42.54 feet to the point of beginning. Containing 1.1 acres more or less.

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

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

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

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

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

ADOPTED THIS 20th DAY OF SEPTEMBER, 2016

Rudy Wright
Mayor

Andrea Surratt, Interim City Manager

Approved As To Form:

Deputy City Attorney for the City of Hickory

CERTIFICATION OF ANNEXATION ORDINANCE

NORTH CAROLINA
CATAWBA COUNTY
CITY OF HICKORY

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the Annexation Ordinance of Moore's Ferry Associates LLC and The Horsebarn, LLC was adopted at a regular meeting of the Hickory City Council held on September 20, 2016, and that said Ordinance is in full force and effect on September 30, 2016.

City Clerk

NORTH CAROLINA
CATAWBA COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Debbie D. Miller, City Clerk of the City of Hickory, personally appeared before me this date and acknowledged the due execution of the foregoing certificate for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Planning & Development Services Department

Contact Person: Cal Overby, Principal Planner

Date: September 8, 2016

Re: Voluntary Satellite Annexation of REC Group II, LLC Property

REQUEST

Consideration of the voluntary satellite annexation of 3.18 acres (138,520 ft²) of property, which consists of property located at 2520 and 2530 Brookford Boulevard (NC 127 S).

BACKGROUND

REC Group II, LLC has submitted a petition for the voluntary satellite annexation of 3.18 acres of property located at 2520 and 2530 Brookford Boulevard (NC 127 S). The annexation is being requested so that the property, once developed, can be connected to the city's water and sewer system.

ANALYSIS

The petitioners are seeking annexation in order to obtain connections to the city's water and sewer system. The property is currently located in the city's extra-territorial jurisdictional (ETJ) area, and zoned Community Center Commercial (CC-1). The petitioners intend to develop the property into two commercial lots, with one lot being the future location of a fast-food restaurant.

The current tax value of the vacant land is \$152,100.00. If annexed with its present value, the property would generate approximately \$861.00 in additional tax revenues. The estimated costs of the first phase of the development, which includes the construction of a fast-food restaurant (Bojangles') is \$2,475,000.

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

RECOMMENDATION

Staff finds the petition to be in conformity with applicable statutes, and recommends approval of the requested annexation.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier

Initiating Department Head

9/8/2016

Date

Amata M. Dula
Deputy City Attorney, A. Dula

9-9-16

Date

Rodney Miller
Asst. City Manager Rodney Miller

9/13/16

Date

A. Surratt
Asst. City Manager, A. Surratt

9-10-16

Date

Melissa Miller
Finance Officer, Melissa Miller

9/12/16

Date

Bo Weichel
Purchasing Manager, Bo Weichel

9-12-16

Date

Date

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

A. Surratt
Interim City Manager, A. Surratt

9/10/16

Date

**CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION**

DATE SUBMITTED: 8-5-2016

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

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

1. The property be voluntarily annexed is located on Brookford Blvd
 between US 321 and Zion Church
Rd and is shown in more detail on the attached survey.

PIN NO. (S) : 3701-09-15-0290

Physical (Street) Address: 2520 + 2530 Brookford Blvd, Hickory NC 28602

2. The property is owned by: (please print) REC Group II, LLC
 (Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

Owner Information:

Name: REC Group II LLC

Address: PO Box 3916, Hickory NC 28603

Phone Number: 828-324-6774

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

Agent Information:

Name: _____

Address: _____

Phone Number: _____

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

5. WATER AND SEWER AVAILABILTY AND CONNECTIONS

We, the undersigned property owner(s), herby understand and agree we shall be responsible for all costs associated with providing for extensions and/or connections to the City of Hickory public utility system (water and sewer). This includes all design, permitting, construction, legal and applicable City of Hickory Tap Fees. Furthermore, we shall be responsible for obtaining any and all necessary easements and encroachment agreements needed to provide for such extensions or connections and provide those to the City of Hickory as appropriate.

The undersigned owner further acknowledges, they shall be responsible for any future utility extensions required to serve the property due to subdivision of the property.

6. APPLICANT'S AFFIDAVIT

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

J. Clayton Neill Managing Member REC Group II LLC
Printed Name of Property Owner(s)
Signature of Property Owner(s)
PO Box 3916, Hickory NC 28603
Address of Property Owner(s)
Telephone Number of Property Owner(s) 828-324-6774

(Please choose the appropriate notary block)

State of North Carolina - County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that J. Clayton Neill personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this 22nd day of July, 2016.

My Commission Expires: Notary Public

State of North Carolina - County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that J. Clayton Neill personally came before me this day an acknowledged the he / she is the Managing Member of REC Group II LLC corporation / limited liability corporation / general partnership / limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in its mane on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 22nd day of July, 2016.

My Commission Expires: 8-2-2020 Notary Public Susan J. Wilson

SUSAN J WILSON
Notary Public
North Carolina
Catawba County

3182-0679

FILED Catawba County
on Apr 10, 2013 at 02:41:00 pm

Excise Tax \$437.00 (PS)

INST.# 07101

DONNA HICKS SPENCER,
Register of Deeds

Ex 03182 Pg 0679-0681

Return to Terry Taylor

Excise Tax \$437.00	Return after recording to →	The Williams Law Firm, PLLC
Tax Map ID # 43878	Prepared by	PO BOX 3739
PIN ID # 370109150290	R. Kelsey Williams	Hickory, NC 28603

BRIEF DESCRIPTION FOR INDEX →

STATE OF NORTH CAROLINA
COUNTY OF Catawba

DATE
April 9, 2013

**GENERAL
WARRANTY DEED**

Margaret R. Burns, sole surviving Trustee of the Burns Revocable Living Trust dated December 16, 2003 Whose mailing address is: 107 33 rd Ave. NW Hickory, NC 28601	REC Group II, LLC, a North Carolina limited liability company Whose mailing address is: P.O. Box 3916 Hickory, NC 28603
"Grantor"	"Grantee"

Enter in appropriate block for each Grantor and Grantee: title vesting name, mailing address, and, if appropriate, character of entity, (e.g., corporation, partnership, trust, unincorporated association, etc.)

NOTE: When reference herein is made to the GRANTOR and/or the GRANTEE, the singular shall include the plural, the neuter shall include the masculine as well as the feminine.

WITNESSETH

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land the City of _____, Hickory Township Catawba County more particularly described as follows:

**FOR LEGAL DESCRIPTION SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

3182-0680

TO HAVE AND TO HOLD this realty and all privileges and appurtenances thereto belonging unto the GRANTEE its heirs, successors and/or assigns 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 the title is marketable and free and clear of all encumbrances, and that GRANTOR will forever warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: **0680**

Any restrictions and/or easements affecting the subject realty.

Any matters an accurate survey of the subject realty would have revealed.

2013 Ad Valorem taxes.



Seller(s) to CHECK

SELLER'S "RESIDENCE" DISCLOSURE

If checked, the property described herein includes the primary residence of at least one of the Grantor(s) pursuant to N.C. Gen. Stat. 105-317.2.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

BURNS REVOCABLE LIVING TRUST dated December 16, 2003

By: Margaret R. Burns (Seal)
Margaret R. Burns Title: Trustee

BY: _____ (Seal)
Title: _____

USE BLACK INK ONLY

	<p>STATE OF NORTH CAROLINA COUNTY OF CATAWBA</p> <p>I, R. Kelsey Williams, a Notary Public for the State of North Carolina, County of Catawba, certify that MARGARET R. BURNS personally appeared before me this day and acknowledged that she is the Trustee of the Burns Revocable Living Trust dated December 16, 2003 and that she, as Trustee, being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of the Trust for the purposes stated herein.</p> <p>Witness my hand and Official Seal on this Date shown.</p> <p><u>R. Kelsey Williams</u> Date: April 9, 2013 R. Kelsey Williams, Notary Public: My Commission Expires: April 11, 2014</p>

3182-0681

EXHIBIT "A"

0681

BEGINNING at an established iron pin being a ½" rebar set in the Southern margin of right of way of North Carolina Highway 127, said point also being the Western corner of the lot owned by Wayne and Larry Sharpe, and running thence with Sharpe's line North 88° 50' 56" East 312.55 feet to a concrete monument; continuing thence with NCDOT Controlled Access and Right of Way North 89° 23' 34" East 60.78 feet to a concrete monument; continuing thence with US Highway 321 South 31° 36' 02" East 92.09 feet to a concrete monument; and continuing thence with US Highway 321 South 32° 27' 34" East 211.74 feet to a concrete monument being a common corner and in the Northern line of Wayne and Larry Sharpe (Deed Book 2091, Page 1764); continuing thence with the line of Sharpe, the following calls and distances: North 87° 15' 09" West 89.02 feet; North 86° 40' 09" West 173.42 feet; continuing thence with the line of Wayne and Larry Sharp: (Deed Book 2293, Page 593 and LSW Family Limited Partnership (Deed Book 2628, Page 455) North 86° 42' 40" West 539.40 feet to a point; continuing thence North 05° 28' 59" West 55.90 feet to a point set in the right of way of US Highway 127 South; continuing thence in the right of way North 61° 08' 14" East 25.20 feet and North 61° 08' 14" East 283.87 feet to the point and place of Beginning and being a total of 3.322 total acres according to a survey entitled "REC Group II, LLC, prepared by Darrin L. Reid Land Surveying being dated April 4, 2013", to which reference is hereby made for greater certainty in description.

WEB

189606-1

VOLUNTARY SATELLITE ANNEXATION ANALYSIS

APPLICANT: REC Group II, LLC

AGENT: J. Clayton Neill, Member / Manager

PROPERTY LOCATION (See Map 1): 2520 and 2530 Brookford Blvd (NC 127 S)

PIN NUMBER: 3701-09-15-0290

WARD: If annexed, the subject property will be located in Ward 4 (Councilman Guess).

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

ACREAGE: 3.18 acres (138,520 ft²)

DEVELOPMENT POTENTIAL: The subject property is currently located within the city's extra-territorial jurisdictional (ETJ) area, and zoned Community Center Commercial (CC-1). Properties located within CC-2 districts can be developed primarily for commercial purposes at a maximum floor area ration (FAR) of 0.85. Multi-family residential is also permitted at a rate of thirty (30) dwelling units per acre. Given these intensities, the subject property could theoretically yield 117,742 ft² of commercial building area, or 100 multi-family residential units.

The property owners are proposing to divide the property into two building lots. One of lots is proposed to be the location of a 3,800 ft² Bojangles' fast-food restaurant. The second building lot does not have an identified end-user at this time.

TAX VALUE: The current tax value of the vacant land is \$152,100.00. If annexed with its present value, the property would generate approximately \$861.00 in additional tax revenues. The estimated costs of the first phase of the development, which includes the construction of the Bojangles', is \$2,475,000.

POPULATION INCREASES: As previously outlined, the property is proposed to be developed for commercial purposes, as such an increase in the city's population is not expected. However, if plans change and the property is developed for multi-family residential purposes at maximum intensities, the annexation could potentially increase the city's population by 242 residents. This number was derived using the US Census Bureau's estimate of 2.42 occupants per household in the Hickory MSA.

SCHOOL DISTRICTS: The property is located within the jurisdictional area of the Catawba County Public School System. As previously noted, the property is to be utilized for commercial purposes, so impacts on the school system would not be expected. However, the property could potentially be developed for multi-family residential purposes, and if this were to occur the table below depicts possible student numbers for the school district.

School Type	School District	Student Multiplier Per Dwelling	Number of Potential Dwelling Units	Potential Additional Students
Elementary	Mountain View	0.22	100	22
Middle	Jacobs Fork	0.06	100	6
High	Foard	0.04	100	4

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

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

- **North:** The property is zoned Community Center Commercial (CC-1), and is vacant;
- **South:** The properties are zoned Community Center Commercial (CC-1), and are occupied by commercial buildings;
- **East:** The properties across the US 321 interchange are zoned Low Density Residential (R-1), and are either occupied single-family residences or are vacant; and
- **West:** The properties across Brookford Boulevard (NC 127 S) are zoned Low Density Residential (R-1) and Community Center Commercial (CC-1), and are occupied by single-family residences and a shopping center (Lowe's Foods).

UTILITY SERVICE: Water and wastewater infrastructure are available to serve the property. The developers have provided extension plans to provide services to the property. The design, permitting, and installation costs will be the responsibility of the developers.

ACCESS: Access to the subject property is available, and planned to be from Brookford Boulevard (NC 127 S).

DISTANCE FROM CITY LIMITS (See Map 1): The proposed annexation area is approximately 363 feet east of the city's proper corporate boundary.

STAFF COMMENTS:

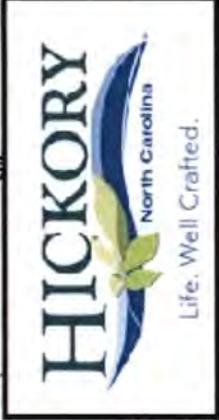
- **Fire:** Annexation of this property would not adversely affect the operations of the fire department. The property is currently in Engine 7 fire district and will remain.
- **Police Department:** Police protection is adequate. The property will be located within the patrol area of Edward PACT.
- **Engineering:** No objections.
- **Planning:** No objections.

- Public Services: Solid Waste can service this property with no issues or disruptions to our current service level.
- Public Utilities: Water and wastewater infrastructure are available to serve the property. The developers have provided extension plans to provide services to the property. The design, permitting, and installation costs will be the responsibility of the developers.
- Legal: No objections.
- City Manager's Office: No objections.

STAFF RECOMMENDATION: Upon evaluation staff has found the following:

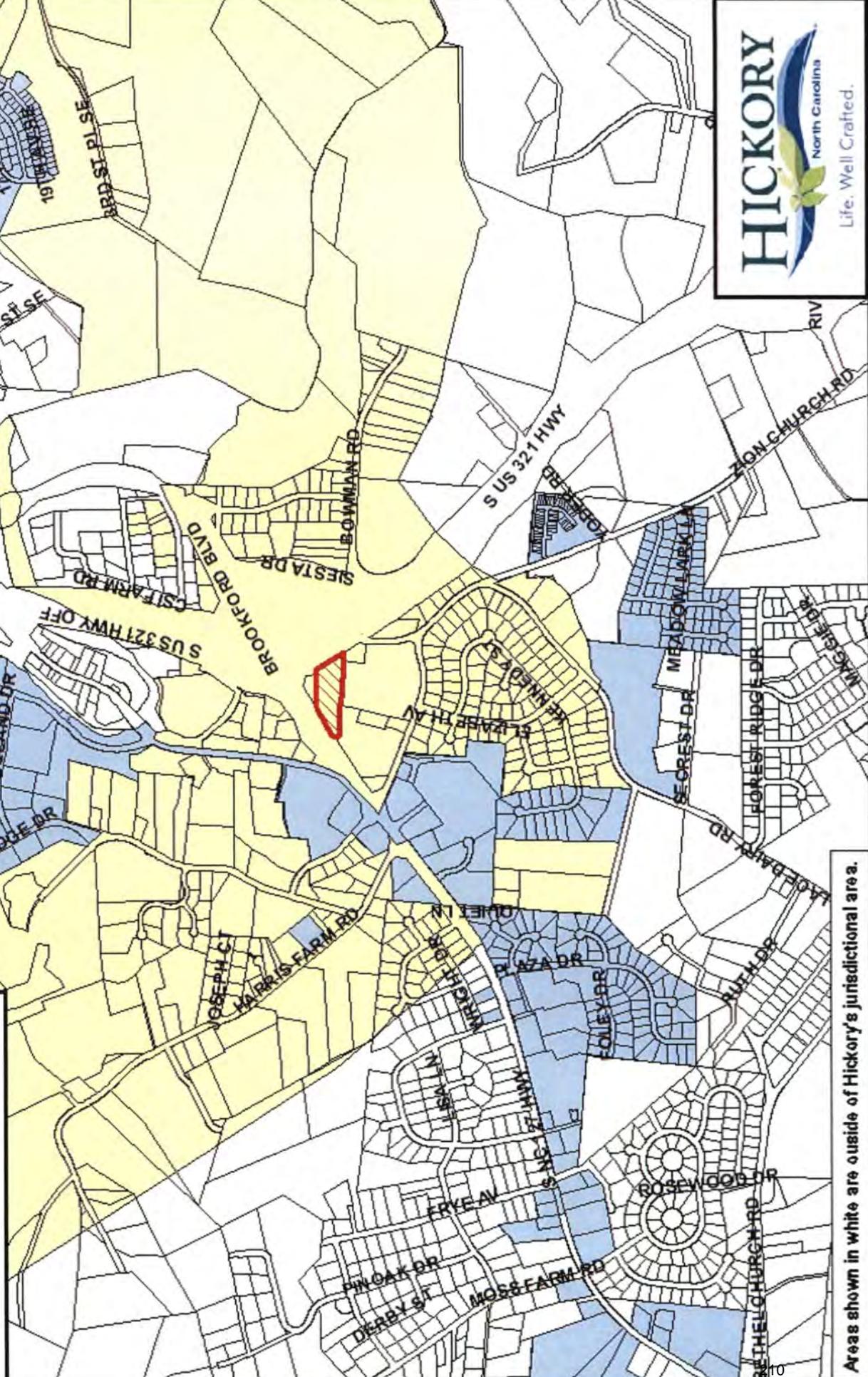
1. The voluntary annexation petition complies with all applicable statutes regarding the voluntary annexation of non-contiguous properties;
2. Adequate public services are available in sufficient quantities to properly serve the subject property; and
3. The annexation of the property will not cause available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

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

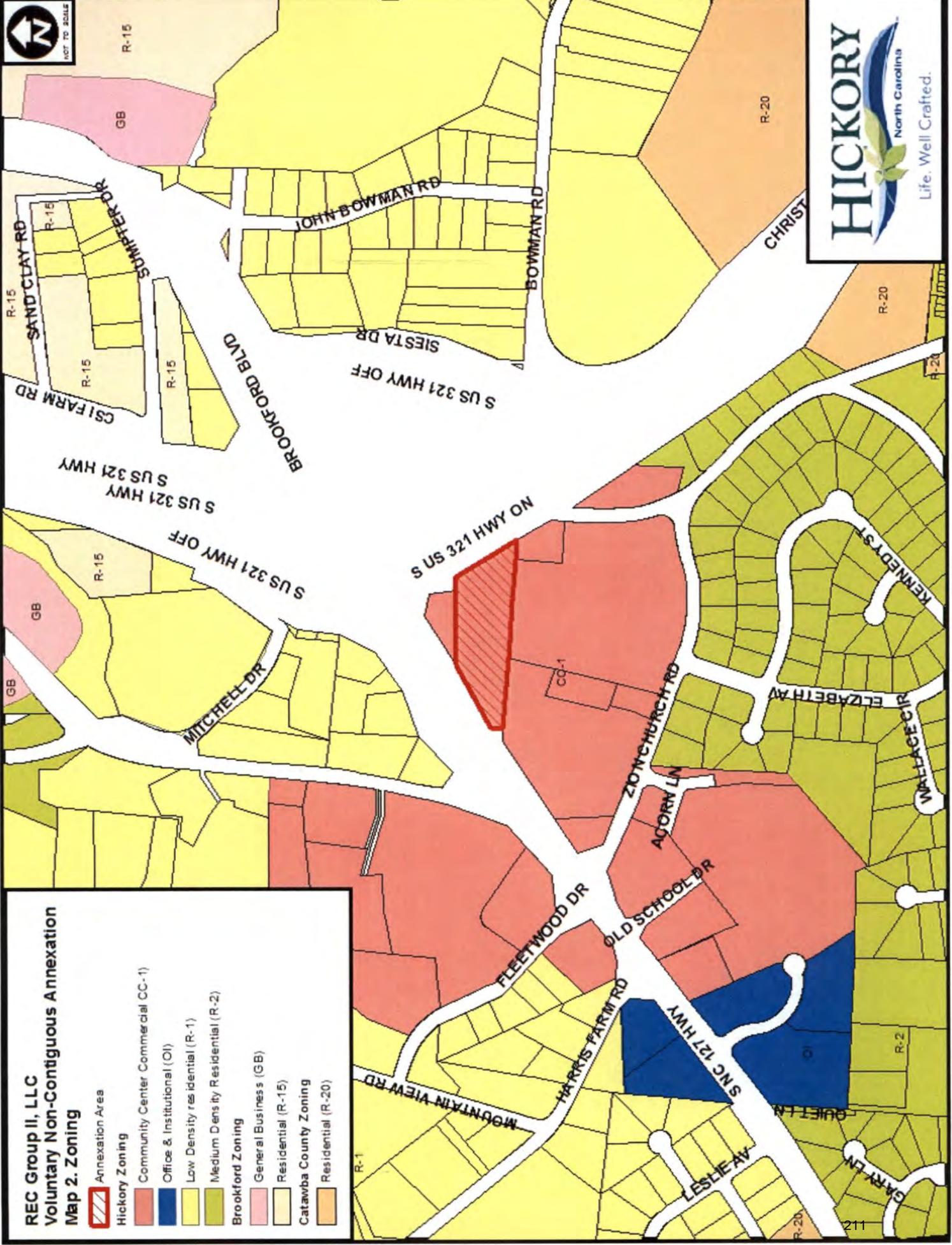
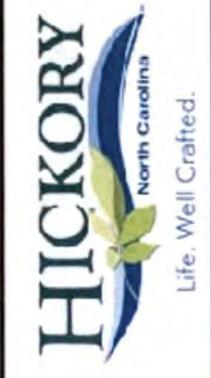


REC Group II, LLC
Voluntary Non-Contiguous Annexation
Map 1. Jurisdictional A Area

 Annexation Area
 City Limits
 ETJ



Areas shown in white are outside of Hickory's jurisdictional area.



**REC Group II, LLC
Voluntary Non-Contiguous Annexation
Map 2. Zoning**

	Annexation Area
	Hickory Zoning
	Community Center Commercial CC-1)
	Office & Institutional (OI)
	Low Density residential (R-1)
	Medium Density Residential (R-2)
	Brookford Zoning
	General Business (GB)
	Residential (R-15)
	Catawba County Zoning
	Residential (R-20)



REC Group II, LLC
 Voluntary Non-Contiguous Annexation
 Map 3. 2014 Aerial Photo

 Annexation Area

Prepared by: Arnita Dula, Deputy City Attorney, City of Hickory
P.O. Box 398, Hickory, NC 28603-0398

ANNEXATION ORDINANCE NO. 434

VOLUNTARY ANNEXATION ORDINANCE (NON-CONTIGUOUS)

REC Group II, LLC

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

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

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

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

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

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

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

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

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

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

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

Beginning on the northwest property corner of Rec Group II, LLC (Deed Book 3182 page 679 located in the eastern right of way margin of N.C. Highway 127 South and the southwest property corner of Wayne and Larry Sharpe; thence leaving said right of way margin and with the southern line of Wayne and Larry Sharpe N 88°50'56" E 312.55 feet to an existing concrete right of way monument the southeast corner of Wayne and Larry Sharpe in the western right of way margin of U.S. Highway 321; thence continuing with the right of way margin of U.S. Highway 321 N 89°23'34" E 60.78 feet to an existing right of way monument in said right of way; thence, continuing with said right of way S 31°36'02" E 92.09 feet to an existing concrete right of way monument; thence, continuing with said right of way of U.S. Highway 321 S 32°27'34" E 211.74 feet to an existing concrete right of way monument the northeast corner of another property owned by Wayne and Larry Sharpe (Deed Book 2091 page 1764); thence leaving said right of

margin and with the northern line of Wayne and Larry Sharpe N 87°15'09" W 89.02 feet to an existing ½" pipe the northeast corner of Wayne and Larry Sharpe (Deed Book 2293 Page 593, Tract Two); thence continuing N 86°40'09" W 173.42 feet to nail @ base of bent 1 ¼" pipe the northeast corner of Wayne and Larry Sharpe (Deed Book 2293 Page 593, Tract One); thence with the northern line of Wayne and Larry Sharpe and L.S.W.S. Family Limited Partnership (Deed Book 2628 page 455) N 86°42'20" W 539.35 feet to an existing ¾" pipe ; thence N 5°28'59" W 21.83 feet to a point in the eastern right of way margin of N.C. Highway 127 South ; thence with said right of way N 75°12'05" E 26.04 feet to a bent point in said right of way ; thence continuing with said right of way margin along a curve to the left having a chord bearing of N 53°55'46" E, a chord distance 299.71 feet, radius 22793.31 feet, and an arch length of 299.70 feet to the point and place of beginning. CONTAINING 3.18 acres more or less TO BE ANNEXED.

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

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

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

ADOPTED THIS 20th DAY OF SEPTEMBER, 2016.

Rudy Wright, Mayor

Andrea Surratt, Interim City Manager

Approved As To Form:

Arnita M. Dula, Deputy City Attorney

CERTIFICATION OF ANNEXATION ORDINANCE

NORTH CAROLINA
CATAWBA COUNTY
CITY OF HICKORY

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the Annexation Ordinance of REC Group II, LLC was adopted at a regular meeting of the Hickory City Council held on September 20, 2016, and that said Ordinance is in full force and effective on September 30, 2016.

City Clerk

NORTH CAROLINA
CATAWBA COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Debbie D. Miller, City Clerk for the City of Hickory, personally appeared before me this date and acknowledged the due execution of the foregoing certificate for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Planning & Development Services Department

Contact Person: Cal Overby, Principal Planner

Date: September 8, 2016

Re: Voluntary Contiguous Annexation of US Conec, LTD Property

REQUEST

Consideration of the voluntary contiguous annexation of 2.135 acres (93,000.6 ft²) of property, which consists of property located at 826 and 828 21st Street Drive SE, 857, 863 and 903 23rd Street Court SE.

BACKGROUND

US Conec, LTD has submitted a petition for the voluntary contiguous annexation of 2.135 acres (93,000.6 ft²) of property, which consists of property located at 826 and 828 21st Street Drive SE; and 857, 863 and 903 23rd Street Court SE. The annexation is being requested so that the property, once developed, can be connected to the city's water and sewer system.

ANALYSIS

The petitioners are seeking annexation in order to obtain connections to the city's water and sewer system. The property is currently located in the city's extra-territorial jurisdictional (ETJ) area, and zoned Industrial (IND). The petitioners intend to utilize the property as space for an expansion of their industrial operations.

The current tax value of the vacant land is \$46,100.00. If annexed with its present value, the property would generate approximately \$260.00 in additional tax revenues. The estimated cost of construction for the renovations and expansion provided by US Conec, LTD are 3-5 million dollars.

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

RECOMMENDATION

Staff finds the petition to be in conformity with applicable statutes, and recommends approval of the requested annexation.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier
Initiating Department Head

9/8/2016
Date

Aunity M. Dula
Deputy City Attorney, A. Dula

9-9-16
Date

Rodney Miller
Asst. City Manager Rodney Miller

9/13/16
Date

A. Surratt
Asst. City Manager, A. Surratt

9-10-16
Date

Melissa Miller
Finance Officer, Melissa Miller

9/12/16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

9-12-16
Date

Date

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

A. Surratt
Interim City Manager, A. Surratt

9/10/16
Date

**CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION**

DATE SUBMITTED: 8-5-2016

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

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

1. The property be voluntarily annexed is located on 23rd St Ct SE
~~between~~ and 21st Dr SE
 and is shown in more detail on the attached survey.
 PIN NO. (S): 3336/0137, 3336/0131, 3336/0134, 3336/0137, 3336/137
372213041168, 372213042269, 372213043327, 372213043580, 372213044475
 Physical (Street) Address: 828, 826 21st St Dr SE, 857, 863, 903 23rd St Ct SE

2. The property is owned by: (please print) US CONEC LTD
 (Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

Owner Information:

Name: US CONEC, Russ Granger VP of OPERATIONS
 Address: 1138 25th St SE, Hickory NC 28602
 Phone Number: 828-312-8158 (Russ cell)

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

Agent Information:

Name: _____
 Address: _____
 Phone Number: _____

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

5. APPLICANT'S AFFIDAVIT

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

RUSSELL J GRANGER
Printed Name of Applicant

Russell J Granger
Signature of Applicant

1138 25th St SE Hickory NC 28168
Address of Applicant

828 312 8158
Telephone Number of Applicant



(Please choose the appropriate notary block)

State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Russell J. Granger personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this 5th day of August, 2016.

My Commission Expires: 6-17-2017

Teri R Van Horn
Notary Public

State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Russell J. Granger personally came before me this day and acknowledged the he / she is the Vice President Operations of US Conec Ltd. corporation / limited liability corporation / general partnership / limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 5th day of August, 2016.

My Commission Expires: 6-17-2017

Teri R Van Horn
Notary Public

FILED Catawba County
on Apr 08, 2016 at 02:24:00 pm
Excise Tax \$580.00 (PS)
INST. # 05351
DONNA HICKS SPENCER,
Register of Deeds
Bk 03336 Pg 0137-0140

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$580.00

Parcel Identifier No. _____; Verified by _____ County on the ____ day of _____, 20____
By: _____

✓ Mail/Box to: Eloise D. Bradshaw, Patrick, Harper & Dixon LLP, PO Box 218, Hickory, NC 28603

This instrument was prepared by: Eloise D. Bradshaw, Patrick, Harper & Dixon LLP, PO Box 218, Hickory, NC 28603

Brief description for the Index: 903 23rd Street Court, SE, Hickory, Catawba County, North Carolina
826 and 828 21st Street Drive, SE, Hickory, Catawba County, North Carolina

THIS DEED made this 8th day of April, 2016, by and between

GRANTOR

GRANTEE

**Ker Thao and spouse,
Mee Khang Thao, a/k/a
Mee Kh Thao,
Mee K. Thao, and
Mee Khang**

903 23rd Street Court, SE
Hickory, NC 28602

US Conec, Ltd.
a Delaware corporation

P. O. Box 2306
Hickory NC 28603-2306

Enter in appropriate block for each Grantor and Grantee: name, mailing 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 Hickory Township, Catawba County, North Carolina and more particularly described as follows:

See Exhibit A

For reference to the chain of title, see the deeds recorded in Book 3212 at Page 1089, Book 2829 at Page 20, and Book 2090138 Page 368, Catawba County Registry.

The property herein conveyed does include the primary residence of Grantor.

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, other than the following exceptions:

1. All easements, restrictions, and rights-of-way of record;
2. Ad valorem taxes for 2015 to be prorated as of the closing date; and
3. Any local, county, state or federal laws, ordinances or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.

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

Ker Thao (SEAL)
 Ker Thao

Mee Khang Thao (SEAL)
 Mee Khang Thao a/k/a
 Mee Kh Thao,
 Mee K. Thao, and
 Mee Khang

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, a Notary Public for Caldwell County, North Carolina, do hereby certify that **Ker Thao and spouse, Mee Khang Thao**, personally appeared before me this day, acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 8th day of April, 2016.

My Commission Expires: 10/12/2018

Beverly L Cook
 Notary Public

Beverly L. Cook
 Printed Name of Notary Public



Exhibit A

0139

Tract One:

BEGINNING at a new ½" iron rebar located within the right-of-way for Sweetwater Road, also known as 21st Street Drive SE (SR 1468), and the eastern margin of the original 40' right-of-way of 23rd Street Court SE (SR 1563); thence South 52° 21' 19" East 100.00 feet to a new ½" iron rebar, the northwestern corner of the property of Ker Thao and Mee Khang acquired by deed recorded in Deed Book 3212, Page 1089, Catawba County Registry; thence with the line of Thao and Khang South 43° 55' 20" West 199.94 feet to an existing iron axle shaft set in the line of the property of John Precup acquired by deed recorded in Deed Book 1660, Page 223; thence with the line of Precup North 52° 28' 38" West 98.94 feet to an existing ½" iron conduit base in the line of the original 40' right-of-way for 21st Street Court SE; thence with the original 40' right-of-way for 23rd Street Court SE North 43° 36' 51" East 200.04 feet to a new ½" iron rebar, the POINT OF BEGINNING, and containing 0.454 acres, more or less, according to a survey entitled "Boundary Topography and Location Survey for US Conec, Ltd.," dated March 31, 2016 by Darrin L. Reid, PLS, to which survey reference is hereby made for greater certainty of description.

For reference to the chain of title, see the deed recorded in Book 2829, Page 20, Catawba County Registry.

Tract Two:

BEGINNING at a new ½" iron rebar within the right-of-way of Sweetwater Road, also known as 21st Street Drive SE (SR 1468), a corner to Tract One described above; thence South 52° 21' 19" East 100.00 feet to a new ½" iron rebar; thence South 43° 40' 57" West 12.94 feet to a new ½" iron rebar in the southern margin of the right-of-way of Sweetwater Road, a corner to the property of US Conec, Ltd. acquired by deed recorded in Deed Book 3250, Page 815; thence South 43° 40' 57" West 187.15 feet to a 1¼" base bent pipe, a corner to the property of John Precup acquired by deed recorded in Deed Book 1660, Page 223, Catawba County Registry; thence with the line of Precup North 52° 13' 09" West 100.82 feet to an existing iron axle shaft, a corner to Tract One; thence with the line of Tract One North 43° 55' 20" East 199.94 feet to a new ½" iron rebar, the POINT OF BEGINNING, and containing 0.458 acres, more or less according to a survey entitled "Boundary Topography and Location Survey for US Conec, Ltd.," dated March 31, 2016 by Darrin L. Reid, PLS, to which survey reference is hereby made for greater certainty of description.

For reference to the chain of title, see the deed recorded in Book 3212, Page 1089, Catawba County Registry.

Tract Three:

BEGINNING at an existing iron railroad spike set over an existing iron in the drive, which point is a common corner to the property of US Conec, Ltd. as described in a deed recorded in Deed Book 3250, Page 815, said iron pin being in the eastern margin of the original 40' right-of-way for 23rd Street Court SE (SR 1563); thence with the line of US Conec, Ltd. South 52° 07' 35" East 199.38 feet to an existing 2" leaning iron pipe base, thence continuing with the line of US Conec, Ltd. South 43° 23' 20" West 28.91 feet to an existing ½" iron rod, the northwest corner of the property of Robert Lee Yount Family

Limited Partnership as described in a deed recorded in Deed Book 2885, Page 1574, said property being Lot 4 as shown on Plat Book 41, Page 130; thence with the line of Yount Family Limited Partnership⁰¹⁴⁰ South 43° 37' 04" West 70.37 feet to an existing iron nail set at a base bent ½" pipe, a common corner to the property of Garfield O. Woody, Jr. described in a deed recorded in Deed Book 1404, Page 1512; thence with the line of Woody North 52° 19' 15" West 199.64 feet to an existing 1/3" iron pipe under a wood fence set in the eastern margin of the original 40' right-of-way for 23rd Street Court SE; thence with the original 40' right-of-way for 23rd Street Court SE North 43° 39' 41" East 99.98 feet to an existing iron railroad spike set over an existing iron in the drive, the POINT OF BEGINNING, and containing 0.454 acres, more or less, to a survey entitled "Boundary Topography and Location Survey for US Conec, Ltd.," dated March 31, 2016 by Darrin L. Reid, PLS, to which survey reference is hereby made for greater certainty of description.

For reference to the chain of title, see the deed recorded in Book 2097, Page 368, Catawba County Registry.

FILED Catawba County
on Apr 08, 2016 at 02:23:00 pm

Excise Tax \$200.00 (PS)

INST. # 05350

DONNA HICKS SPENCER,
Register of Deeds

Bk 03336 Pg 0134-0136

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$200.00

Parcel Identifier No. _____; Verified by _____ County on the ____ day of _____, 20____
By: _____

✓ Mail/Box to: Eloise D. Bradshaw, Patrick, Harper & Dixon LLP, PO Box 218, Hickory, NC 28603

This instrument was prepared by: Eloise D. Bradshaw, Patrick, Harper & Dixon LLP, PO Box 218, Hickory, NC 28603

Brief description for the Index: 857 23rd Street Court, SE, Hickory, Catawba County, North Carolina

THIS DEED made this 8th day of April, 2016, by and between

GRANTOR

GRANTEE

Ioan Precup, widowed, a/k/a
John Precup

863 23rd Street Court, SE
Hickory, NC 28602

US Conec, Ltd.
a Delaware corporation

P. O. Box 2306
Hickory NC 28603-2306

Enter in appropriate block for each Grantor and Grantee: name, mailing 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 Hickory Township, Catawba County, North Carolina and more particularly described as follows:

See Exhibit A

For reference to the chain of title, see the deeds recorded in Book 1981 at Page 842 and Book 1660 at Page 223, Catawba County Registry.

The property herein conveyed does not include the primary residence of Grantor.

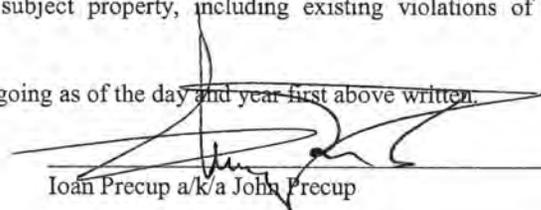
0135

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, other than the following exceptions:

1. All easements, restrictions, and rights-of-way of record;
2. Ad valorem taxes for 2015 to be prorated as of the closing date; and
3. Any local, county, state or federal laws, ordinances or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.

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


 _____ (SEAL)
 Ioan Precup a/k/a John Precup

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, a Notary Public for Caldwell County, North Carolina, do hereby certify that Ioan Precup, widowed, personally appeared before me this day, acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 8th day of April, 2016.

My Commission Expires: 10/12/2018

Beverly L. Cook
Notary Public

Beverly L. Cook
Printed Name of Notary Public



Exhibit A**0136**

BEGINNING at a new ½" iron rebar located in the eastern margin of the original 40' right-of-way for 23rd Street Court SE (SR 1563), said new iron pin being a corner to the property of John Precup described in a deed recorded Deed Book 1981, Page 842; thence with the eastern margin of the original right-of-way of 23rd Street Court SE North 43° 29' 25" East 100.03 feet to an existing ½" base conduit, the southwest corner of the property of Ker Thao and Mee Khang described in a deed recorded in Deed Book 2829, Page 20; thence with the line of Thao and Khang South 52° 28' 38" East 98.94 feet to an existing iron axle shaft, the southwest corner of the property of Ker Thao and Mee Khang acquired by deed recorded in Deed Book 3212, Page 1089; thence with the line of Thao and Khang South 52° 13' 09" East 100.82 feet to a 1¼" base bent pipe in the line of the property of US Conec, Ltd. acquired by deed recorded in Deed Book 3250, Page 815; thence with the line of US Conec, Ltd. South 43° 40' 57" West 99.51 feet to an existing 1¼" pipe, the northeastern corner of Tract One described above; thence with the line of Tract One North 52° 30' 19" West 199.48 feet to a new ½" iron rebar, the POINT OF BEGINNING, and containing 0.455 acres, more or less, according to a survey entitled "Boundary Topography and Location Survey for US Conec, Ltd.," dated March 31, 2016 by Darrin L. Reid, PLS, to which survey reference is hereby made for greater certainty of description.

For reference to the chain of title, see the deed recorded in Book 1660, Page 223, Catawba County Registry.

FILED Catawba County
on Apr 08, 2016 at 02:20:00 pm
Excise Tax \$1000.00 (PS)
INST. # 05349
DONNA HICKS SPENCER,
Register of Deeds
Bk 03336 Pg 0131-0133

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$1,000.00

Parcel Identifier No. _____; Verified by _____ County on the ____ day of _____, 20____
By: _____

✓ Mail/Box to: Eloise D. Bradshaw, Patrick, Harper & Dixon LLP, PO Box 218, Hickory, NC 28603

This instrument was prepared by: Eloise D. Bradshaw, Patrick, Harper & Dixon LLP, PO Box 218, Hickory, NC 28603

Brief description for the Index: 863 23rd Street Court, SE, Hickory, Catawba County, North Carolina

THIS DEED made this 8th day of April, 2016, by and between

GRANTOR

GRANTEE

Ioan Precup, widowed, a/k/a
John Precup

863 23rd Street Court, SE
Hickory, NC 28602

US Conec, Ltd.
a Delaware corporation

P. O. Box 2306
Hickory NC 28603-2306

Enter in appropriate block for each Grantor and Grantee: name, mailing 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 Hickory Township, Catawba County, North Carolina and more particularly described as follows:

See Exhibit A

For reference to the chain of title, see the deeds recorded in Book 1981 at Page 842 and Book 1660 at Page 223, Catawba County Registry.

The property herein conveyed does include the primary residence of Grantor.

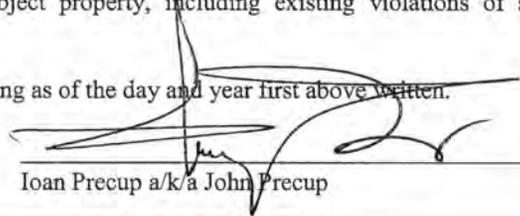
0132

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, other than the following exceptions:

1. All easements, restrictions, and rights-of-way of record;
2. Ad valorem taxes for 2015 to be prorated as of the closing date; and
3. Any local, county, state or federal laws, ordinances or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.

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


 _____ (SEAL)
 Ioan Precup a/k/a John Precup

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, a Notary Public for Caldwell County, North Carolina, do hereby certify that Ioan Precup, widowed, personally appeared before me this day, acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 8th day of April, 2016.

My Commission Expires: 10/12/2018

Beverly L. Cook
 Notary Public

Beverly L. Cook
 Printed Name of Notary Public



Exhibit A**0133**

BEGINNING at an existing $\frac{3}{4}$ " iron bolt located in the eastern margin of the original 40' right-of-way for 23rd Street Court SE (SR 1563), thence North $43^{\circ} 29' 25''$ East 99.99 feet to a new $\frac{1}{2}$ " iron rebar which rebar is located 1.69 feet east of an existing $\frac{1}{2}$ " iron conduit pipe, said rebar being the southwest corner of the property of John Precup acquired by deed recorded in Deed Book 1660, Page 223; thence with the line of Precup South $52^{\circ} 30' 19''$ East 199.48 feet to an existing $1\frac{1}{4}$ " pipe in the line of the property of US Conec Ltd.; thence with the line of US Conec Ltd. for two (2) calls: (1) South $43^{\circ} 29' 17''$ West 100.36 feet to an existing $\frac{1}{2}$ " iron rebar; (2) North $52^{\circ} 23' 55''$ West 199.44 feet to an existing $\frac{3}{4}$ " bolt, the POINT OF BEGINNING, and containing 0.456 acres, more or less, according to a survey entitled "Boundary Topography and Location Survey for US Conec, Ltd.," dated March 31, 2016 by Darrin L. Reid, PLS, to which survey reference is hereby made for greater certainty of description.

For reference to the chain of title, see the deed recorded in Book 1981, Page 842, Catawba County Registry.

VOLUNTARY CONTIGUOUS ANNEXATION ANALYSIS

APPLICANT: US Conec, LTD

AGENT: Russ Granger, VP of Operations

PROPERTY LOCATION (See Map 1): 826 and 828 21st Street Drive SE; and 857, 863, and 903 23rd Street Court SE

PIN NUMBERS: 3722-13-04-1168, 3722-13-04-2269, 3722-13-04-3327, 3722-13-04-3592, and 3722-13-04-4475

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

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

ACREAGE: 2.135 acres (93,000.6 ft²)

DEVELOPMENT POTENTIAL: The subject properties are currently zoned Industrial (IND), and can be utilized for manufacturing, processing, and office type land-uses. Intensity of development within Industrial (IND) districts is not limited to a prescribed floor area ratio, as is the case within all other non-residential districts. Development is permitted at maximum intensities, provided building setbacks and heights, stormwater controls, and other related design requirements are met.

US Conec, LTD is the process of renovating an existing 80,000 ft² industrial facility to expand its manufacturing operations. The renovation of the existing facility will also include a future 40,000 ft² building expansion. The properties in which the expansion is to be located was recently acquired by US Conec, LTD. These properties were formerly occupied by several single-family residences and an auto repair facility, which have all been demolished.

US Conec, LTD has indicated the renovation and future expansion will allow for the creation of 10 to 13 new employees in the areas of engineering, customer services, and manufacturing technicians and operators.

TAX VALUE: The current tax value of the vacant land is \$46,100.00. If annexed with its present value, the property would generate approximately \$260.00 in additional tax revenues. The estimated cost of construction for the renovations and expansion provided by US Conec, LTD are 3-5 million dollars.

POPULATION INCREASES: As previously outlined, the property is proposed to be developed for industrial purposes, as such the annexation of the subject properties will not increase the city's population.

SCHOOL DISTRICTS: The property is located within the jurisdictional area of the Catawba County Public School System. However as previously noted, the subject properties are to be utilized for industrial purposes, and would not impact the school system. Additionally, being the properties are currently zoned Industrial (IND), the construction of residential uses would not be permissible.

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

- **North:** The properties across 21st Street Drive SE (Sweetwater Road) are zoned Industrial (IND), and are occupied by single-family residences or are vacant;
- **South:** The properties are zoned High Density Residential – 4 (R-4) and Industrial (IND), and are occupied by single-family residences and industrial facilities;
- **East:** The properties are zoned Industrial (IND), and are occupied by industrial facilities; and
- **West:** The properties across 23rd Street Court SE are zoned High Density Residential – 4 (R-4), and are occupied by a single-family residences.

UTILITY SERVICE: Water and sewer are available to serve the properties. The owner's engineer has been in contact with the Public Utilities Department, and has designed all necessary improvements to connect the site to sanitary sewer. The owner is responsible for all cost associated with extension of and connection to infrastructure.

ACCESS: Access to the subject property is available, and is currently provided from 21st Street Drive Se and 24th Street Court SE.

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

STAFF COMMENTS:

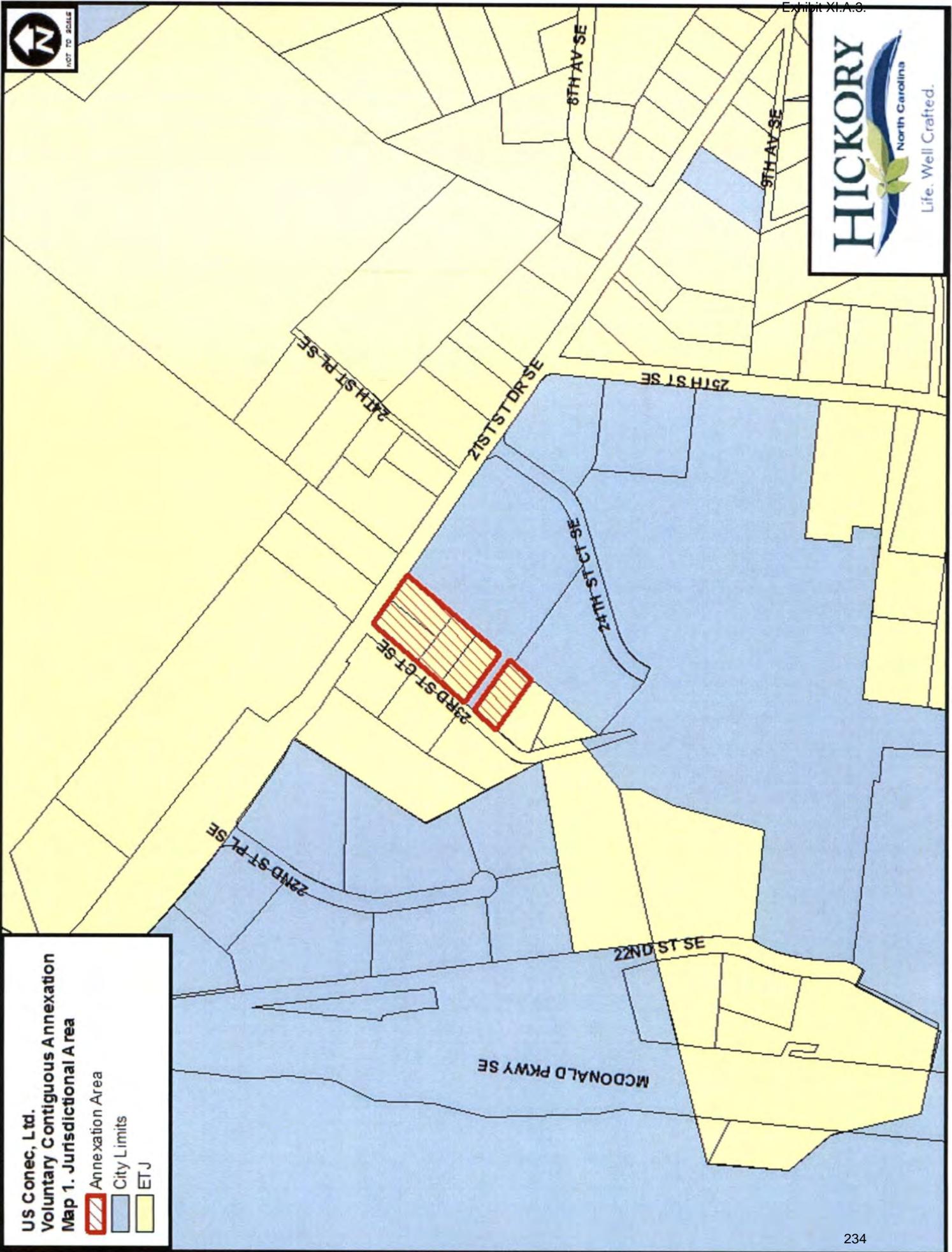
- **Fire:** Annexation of this property would not adversely affect the operations of the fire department. The property is currently in Engine 5 fire district and will remain.
- **Police Department:** Police protection is adequate. The property will be located within the patrol area of Charles PACT.
- **Engineering:** No objections.
- **Planning:** No objections.
- **Public Services:** Solid Waste can service this property.
- **Public Utilities:** Water and sewer are available to serve the properties. The owner's engineer has been in contact with the Public Utilities Department, and has designed all necessary improvements to connect the site to sanitary sewer. The owner is responsible for all cost associated with extension of and connection to infrastructure.
- **Legal:** No objections.

- City Manager's Office: No objections.

STAFF RECOMMENDATION: Upon evaluation staff has found the following:

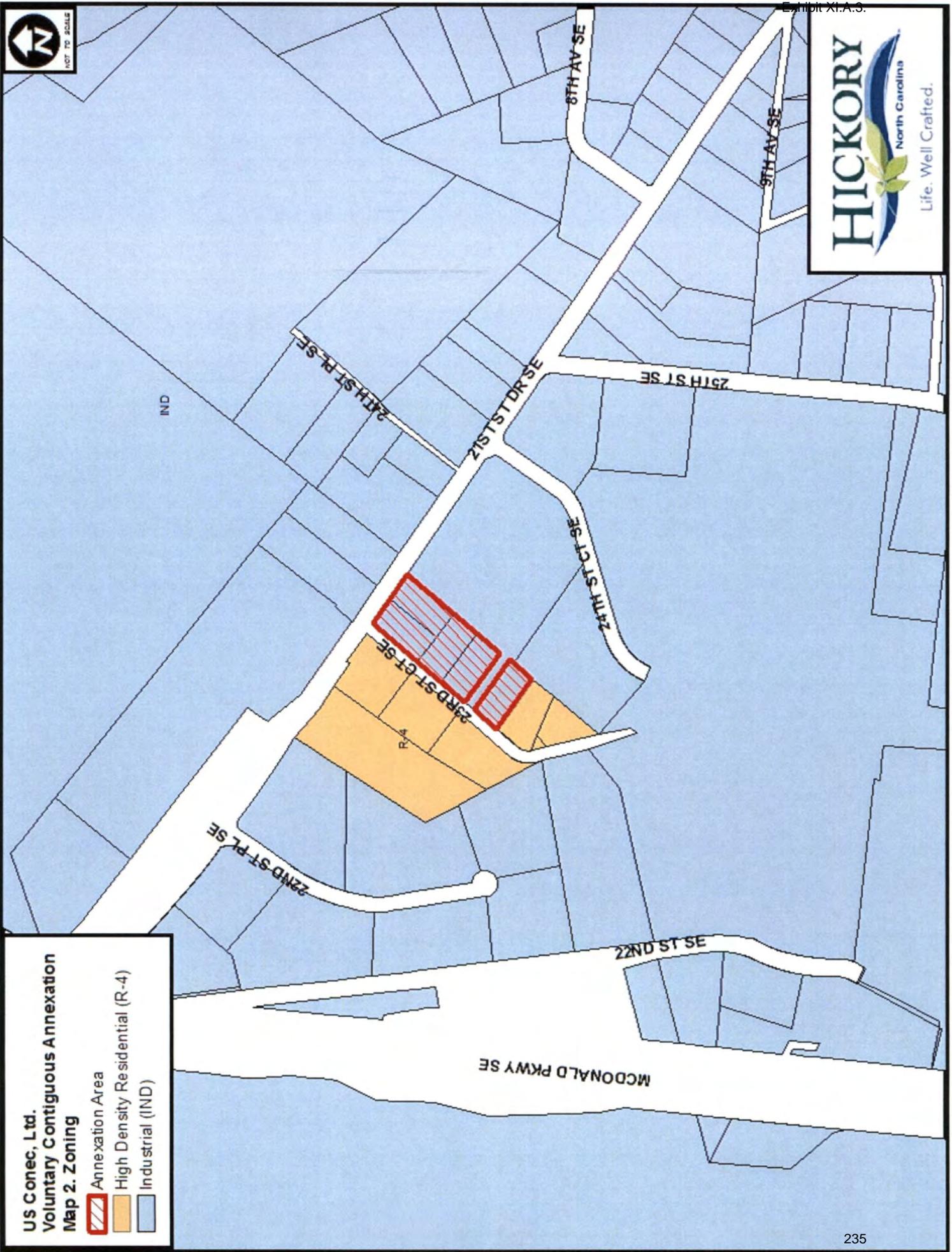
1. The voluntary annexation petition complies with all applicable statutes regarding the voluntary annexation of contiguous properties;
2. Adequate public services are available in sufficient quantities to properly serve the subject property; and
3. The annexation of the property will not cause available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

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



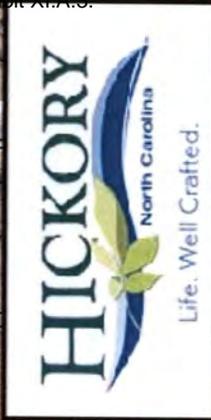
US Conec, Ltd.
 Voluntary Contiguous Annexation
 Map 1. Jurisdictional Area

-  Annexation Area
-  City Limits
-  ETJ



**US Conec, Ltd.
Voluntary Contiguous Annexation
Map 2. Zoning**

-  Annexation Area
-  High Density Residential (R-4)
-  Industrial (IND)



US Conec, Ltd.
 Voluntary Contiguous Annexation
 Map 3. 2014 Aerial Photo
 Annexation Area

PREPARED BY: LEGAL DEPARTMENT, CITY OF HICKORY
P.O. BOX 398, HICKORY, NC 28603

ANNEXATION ORDINANCE NO. 435

VOLUNTARY ANNEXATION ORDINANCE (CONTIGUOUS)

US Conec, Ltd.

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

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

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

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

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

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

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

as of September 30, 2016.

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

Annexation Area # 1

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

Annexation Area # 2

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

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

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

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

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

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

ADOPTED THIS 20th DAY OF SEPTEMBER, 2016

Rudy Wright
Mayor

Andrea Surratt, Interim City Manager

Approved As To Form:

Deputy City Attorney for the City of Hickory

CERTIFICATION OF ANNEXATION ORDINANCE

NORTH CAROLINA
CATAWBA COUNTY
CITY OF HICKORY

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the Annexation Ordinance of US Conec, Ltd. was adopted at a regular meeting of the Hickory City Council held on September 20, 2016, and that said Ordinance is in full force and effect on September 30, 2016.

City Clerk

NORTH CAROLINA
CATAWBA COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Debbie D. Miller, City Clerk of the City of Hickory, personally appeared before me this date and acknowledged the due execution of the foregoing certificate for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

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COUNCIL AGENDA MEMOS

Exhibit XI.A.4.

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: September 7, 2016
Re: Conduct Public Hearing to Consider Vacant Building Demolition Grant for Jerry Lee Pruitt, LLC.

REQUEST

Conduct public hearing to consider Vacant Building Demolition Grant Performance Agreement with Jerry Lee Pruitt, LLC.

BACKGROUND

City Council established the Vacant Building Revitalization and Demolition Grant program on September 16, 2008. The program provides grant funding up to \$15,000 for projects to demolish vacant buildings within the Urban Revitalization Area and targeted industrial buildings in other areas of the city. Jerry Lee Pruitt, LLC has applied for a Vacant Building Demolition Grant in the amount of \$15,000 to assist in the demolition of the former Regal Manufacturing building at 212 12th Avenue NE. After demolition, the applicant plans to market the property for redevelopment.

ANALYSIS

The building is not located within the Urban Revitalization Area, but is eligible to receive funding as a high priority Brownfield site. The applicant is working with the North Carolina Department of Environmental Quality to obtain a Brownfield Agreement for the site, which will ensure that the site is cleaned up and safe for its end use upon redevelopment. The applicant plans to spend approximately \$157,000 to demolish the building. The applicant has not decided on an end use, but has been advised by real estate professionals that demolition of the building is necessary to spur developer interest in redeveloping the site. The project would be eligible for a \$15,000 demolition grant.

Recent changes to the North Carolina General Statutes require a public hearing prior to approval of the grant.

RECOMMENDATION

Staff recommends that City Council approve the Vacant Building Demolition Grant Agreement with Jerry Lee Pruitt, LLC.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

010-5016-558-30-04

Reviewed by:

Brian Frazier BMF 9/7/16
 Initiating Department Head Date

Rodney Miller RM 9/13/16
 Asst. City Manager Date

Melissa Miller MM 9/12/16
 Finance Officer, Date

Amanda M. Dula AM Dula 9-9-16
 Deputy City Attorney, A. Dula Date

A. Surratt AS 9-10-16
 Asst. City Manager, A. Surratt Date

Bo Weichel Bo Weichel 9-12-16
 Purchasing Manager, Bo Weichel Date

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

A. Surratt
 Interim City Manager, A. Surratt

9/10/16
 Date

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

STATE OF NORTH CAROLINA

**VACANT BUILDING
REVITALIZATION AND
DEMOLITION GRANT
AGREEMENT**

COUNTY OF CATAWBA

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the **CITY OF HICKORY**, a municipal corporation of Catawba County, North Carolina, hereinafter referred to as the CITY, and having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, and **JERRY LEE PRUITT, LLC**, a North Carolina limited liability company, hereinafter referred to as the RECIPIENT, and having a mailing address of 245 11th Avenue NE, Hickory, North Carolina, 28601

WITNESSETH

THAT WHEREAS, the City is dedicated to the redevelopment and reuse of vacant commercial and industrial buildings and the demolition of substandard buildings located within the Urban Revitalization Area as defined in the City of Hickory's Economic Development Assistance Guidelines;

WHEREAS, the City is willing to award grants for demolition of substandard buildings for the purpose of assisting in the redevelopment of the Urban Revitalization area and high priority Brownfield sites outside Urban Revitalization Area provided the Recipient agrees to certain conditions;

WHEREAS, the City's Vacant Building Revitalization Grant Guidelines state that the City will reimburse up to \$15,000 or 35% percent of eligible project costs (whichever is less) for the demolition of substandard buildings.

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 as described in the Vacant Building Revitalization Grant Guidelines and Application Materials attached hereto as Exhibit "A" and to utilize said funds solely for physical improvements. Said guidelines and application materials are made a part of this Agreement and incorporated herein by reference as if more fully set forth.
2. The Recipient agrees to conduct the scope of work described in the Vacant Building Grant Project Summary contained Exhibit "A" in accordance with the intent of the Vacant Building Revitalization Grant guidelines and to demolish substandard buildings and structures in accordance with the specifications established in attached "Exhibit A".

3. 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.
4. The amount of this grant is Fifteen Thousand Dollars (\$15,000). The grant is payable upon completion and inspection of said project and issuance and completion of the site restoration plan described in Exhibit "A." The City shall require itemized documentation of project expenses and documentation confirming payment of all contractors and/or subcontractors. The City reserves the right to ask for additional information it deems necessary to determine the amount of funds spent on eligible project activities. Said project must be completed within 180 days from the date of this agreement being signed in accordance with those provisions specified in the Vacant Building Revitalization and Demolition Grant Guidelines and Application.
5. The Recipient agrees that in the event the actual project costs eligible for participation in this program are less than Forty-two thousand eight hundred fifty seven dollars and fourteen cents (\$42,857.14), the total City grant will be reduced to Thirty Five (35) percent of the actual project costs that would be eligible for participation in this program. The reduced grant amount will be disbursed according to the procedure outlined in paragraph 5 above.
6. 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.
7. 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 thirty (30) calendar days in which to cure said breach.
8. By executing this Agreement/Contract, Jerry Lee Pruitt certifies that Jerry Lee Pruitt, LLC is not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Jerry Lee Pruitt, LLC shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated at least every 180 days.

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

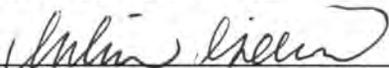
ATTEST: (SEAL)

Debbie D. Miller, City Clerk

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

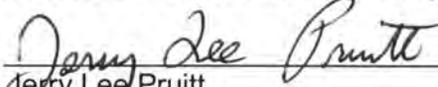
Attorney for the City of Hickory

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



Melissa Miller, Financial Officer

JERRY LEE PRUITT, LLC
A North Carolina Limited Liability Company

By: 

Jerry Lee Pruitt
Member Manager

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

Witness my hand and seal this _____ day of _____, 2016.

(Seal) _____
Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, Teresa L Hamby, a Notary Public of Catawba County, North Carolina, do hereby certify that Jerry Lee Pruitt, Member Manager of Jerry Lee Pruitt 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 official stamp or seal this 8 day of September, 2016.



Teresa L Hamby
Notary Public

My Commission Expires: 3-14-2019

Exhibit A Page 1 of 25**Vacant Building Revitalization and Demolition Grant Guidelines**

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

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

Purpose of the Vacant Building Revitalization Grant Program

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

Geographic Boundaries of the Grant Program

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

Features of the Vacant Building Revitalization Grant

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

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

Exhibit A Page 2 of 25

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

Review Criteria

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

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

When evaluating proposals, the Business Development Committee, in light of the above factors, shall recommend approval or denial of the proposal by the Hickory City Council. If the Business Development Committee recommends

Exhibit A Page 3 of 25

disapproval of the grant, the application will only be presented to City Council if a written request of the applicant to proceed is received within 7 days of the Business Development Committee's decision.

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

Payment Schedule

Building Renovations

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

Performance Agreement Required

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

Building Demolition

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

Applicant Eligibility

Applicant must:

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

Funding Eligibility Exclusions

The following uses are not eligible for funding:

Exhibit A Page 4 of 25

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

Funding Constraints

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

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

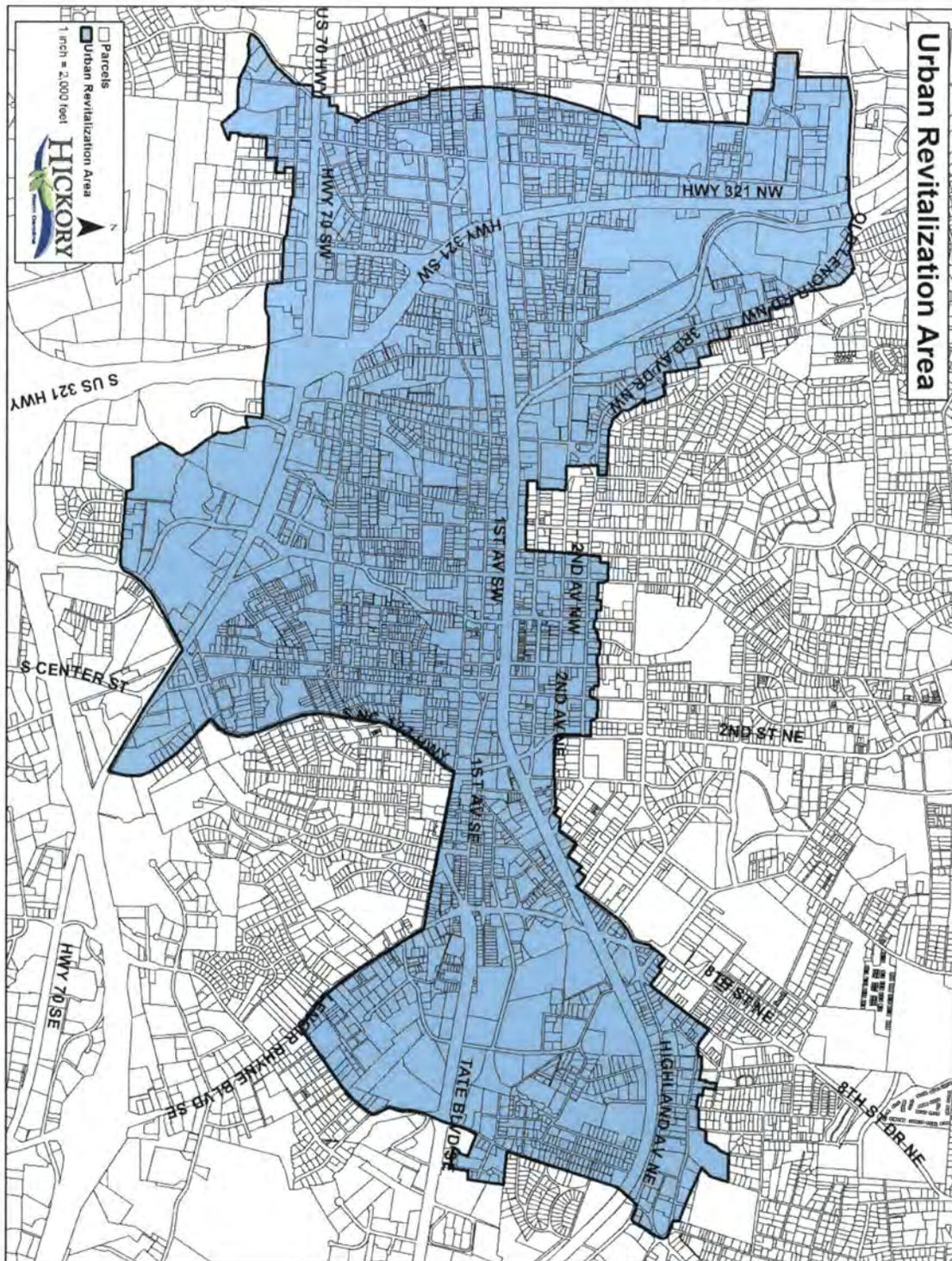


Exhibit A Page 6 of 25



VACANT BUILDING REVITALIZATION GRANT PROGRAM APPLICATION

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

APPLICANT INFORMATION

Legal Name of Applicant (must be the owner of the property): Jerry Lee Pruitt LLC
 Mailing Address: 245 11th Ave NE Street Address: 245 11th Ave NE
 City: Hickory State: NC Zip: 28601
 Telephone: 828-446-5522 FAX: 828-8777 E-Mail: dermcenterdrp@comcast.net
 Project Manager Name and Title (if different than above.): same (Jerry Pruitt)
 Project Manager Organization Name: same

PROJECT INFORMATION

Amount Requested: \$ _____ Project Title: Demolition Grant
 Address of Building: 12th Ave NE Zoning of the Parcel: Commercial Industrial
 Proposed Use: Demolition
 Year Building was constructed: 1960's Length of Time Building has been Vacant: 20⁺ years
 Square Footage of Building: 59,000 SF - 2 story Brick

BUDGET INFORMATION

Demolition
 Total Cost of Demolition Project (excluding property acquisition): \$ 157,000 (2nd Bid Pending)
 Total Eligible Project Expenses: \$ _____ Amount of Grant Request: \$ 15,000
 Total Public Investment: \$ _____ Total Private Investment: \$ _____

REQUIRED ATTACHMENTS

All applications must include the following information:

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

Exhibit A Page 7 of 25

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

Property Owner Signature: *Jerry Lee Pruitt*
 (Must be Notarized) Jerry Lee Pruitt LLC

NORTH CAROLINA
 Alexander COUNTY

I, Ashlyn M McCann, a Notary Public for said County and State, do hereby certify that
Jerry Lee Pruitt personally appeared before me this day and acknowledge the due execution
 of the foregoing instrument.

Witness my hand and official seal, this the 4th day of August 2016

Ashlyn M McCann
 Notary Public
 My Commission Expires: 4/27/21

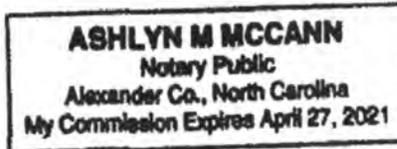


Exhibit A Page 8 of 25

Plan for Demolition:

Former Regal Mfg. Building
Hickory, N.C.

Description of Property and History:

The building is a 2 story brick and concrete structure sitting on 2.0 acres in Viewmont. It was built in 1960's and has been a deteriorating vacant community eyesore for 20 plus years. The history of elastic yarn manufacture, risk of environmental contamination, 2 suspect UST's (underground storage tanks), and prior hydraulic lift have all required intense research and review. An area of the facility was designated machine shop and laboratory, also requiring environmental review.

(attachments)

Former Regal Mfg. 212 12th ave. NE Hickory 2.0 acres

The current appearance of the "alley" between my occupied 2 story office building and Regal— immediately in the front door of Hickory High School— well exemplifies my community concern. The current picture 8-2-16 shows vandalism occurring over the weekend, one of many HPD police reports. Prior problems and incidents include drug use by students on top the white building, an abandoned crack cocaine pipe at my back door, evidence of a fire on the wood floor (yes, 80 feet or so wood floor upstairs, not too far from ten or more gasoline pumps of contiguous Exxon and Citgo stations. Note fire spread up corner to ceiling before it was extinguished.

Brownfields Eligibility Letter (September, 2015)

Julie Pruetts' letter of support for a prior Brownfields application in 2008 eloquently expresses the positive impact that demolition and redevelopment would have on the Viewmont community. I am grateful to Julie, Brian Frazier, Cal Overby, Mayor Wright, and City of Hickory for support in achieving this important first step. A final Brownfields Agreement legal document will reflect the final redevelopment.

NC-DENR in granting B. E. acknowledged the importance of demolition of this structure to Viewmont's future. Therefore, early demolition has been approved without definitive redevelopment plan as of present.

Redevelopment and Brownfields Site Remediation:

My B.E. application indicated commercial, office, retail, mixed use probability. The idea of mixed retail residential or possibly even all residential has evolved. Fielding all such options I am optimistic that remediation measures are likely to be minor (as vapor intrusion barrier) and land use restrictions not a major obstacle. My immediate goal is that the new grass field ambience will be inspiring and generate some best site use ideas for Viewmont. My proposed name for this project is:

VIEWMONT TOWNE CENTRE

Post-demolition: What now? ... And for how long?...

Photo of Citgo/ Robo car wash that was demo to slab...many months (?years) ago. This is not what I want. However, without definite redevelopment concept, it would seem foolish to remove all asphalt (some of which has necessary environmental monitoring wells). Thus, the immediate appearance will reflect "wow, what potential—let's think about best site use concepts" not "wow, that's beautiful" i.e. compromise.

Note the large tract on the other side of 12th Ave. belonging to Viewmont Baptist Church with comparable grass—asphalt. Prior discussions included perimeter landscape improvements to include sidewalk, collar of grass and trees, extending from Lowe's foods to Dr. Hamilton's office. I have begun this experimental transition on my 245 11th Ave corner property with which I am very pleased, and which I offer as a possible template for Viewmont Towne Centre and Viewmont Baptist Church.

The immediate goal is that someone will approach me or David Looper- Roger Young, or City-County

Exhibit A Page 9 of 25

offices with a project to propose. The back-up plan is to discuss mixed retail-residential, with those experienced in the rather remarkable success of this in the Charleston - Mt. Pleasant SC area. My son Zach can list the property as available but I am optimistic that our joint efforts will yield a development we all can be proud of.

Attached Information & Documents



The fire that
almost was ...

Upper level 80' X 25'
area of wood floor
(near property line ...
Exxon - (itgo on
other side)

Fire ran up corner &
into ceiling before
extinguished ...

Demolition before winter ...

Demolition

Contractor :

D.H. Griffin

(2nd Bid
Attached)

Exhibit A Page 12 of 25

Rebecca Rowe

From: Will Dellinger <will@jwdemolition.com>
Sent: Friday, August 05, 2016 4:17 PM
To: Rebecca Rowe
Cc: dermcenterdrp@comcast.net
Subject: 245 11th Av, NE. Demolition

Jerry,

Jerry per your request please find my notes below on the former Regal Manufacturing located at 245 11th Av, NE.

Scope:

- JW Demolition will demolish approximately 59,000 sq ft building
- We will remove all concrete slabs footers and foundations
- Remove two UST's
- Clean inert material to be used on site to establish proper drainage
- This quote includes asbestos that was identified on survey provided by owner
- Does not include asphalt
- Owner will provide water to site
- Owner will disconnect utilities
- Does not include PCBs

Duration:

- JW Demolition will perform the work in 75 days

Fee:

- JW Demolition will perform the work for a Sum of \$385,000.00

Payment Terms:

- %10 due upfront
- %30 in 30 days
- %30 in 60 days

Exhibit A Page 13 of 25

- Balance upon completion

Look Forward to hearing from you Jerry. Have great weekend!

Cordially,

J. Will Dellinger
JW Demolition
www.jwdemolition.com
 2130 N. Tryon St.
 Charlotte, NC 28206



Email: will@jwdemolition.com
 Office: 704-332-7150
 Fax: 704-332-7151

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|*****| ||_
|   JW Demolition   | ||'\"',_
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Exhibit A Page 14 of 25

From: Foyle Perkins WPerkins@DHGRIFFIN.com
Subject: FW: Message from "RNP0026737A03BE"
Date: June 7, 2016 at 10:51 AM
To: dermcenterdp@comcast.net

Jerry
We appreciate the opportunity to quote this project.

I talked with Jerry Deakle and he told me there shouldn't be any problems with removing the concrete, your environmental exposure is minimal.

If we can't find the asbestos survey and you decide to proceed we will pickup that cost and removal is included in our number. I'm sure the previous survey was sufficient for demolition.

If you have any questions, please call.
Foyle

W.F.Perkins
WNC Regional Manager
D.H.Griffin Wrecking Co.Inc.
828-397-7570
Cell 228-2036

-----Original Message-----
From: HickoryCopier@dhgriffin.com [mailto:HickoryCopier@dhgriffin.com]
Sent: Tuesday, June 07, 2016 10:43 AM
To: Foyle Perkins
Subject: Message from "RNP0026737A03BE"

This E-mail was sent from "RNP0026737A03BE" (MP C3003).

Scan Date: 06.07.2016 10:42:34 (-0400)
Queries to: HickoryCopier@dhgriffin.com



D. H. GRIFFIN WRECKING CO., INC.

Exhibit A Page 15 of 25



8880 Dietz Ave. Hickory, NC 28602
Phone 828-397-7570 Fax: 828-397-8543
Visit us @ www.DHGRIFFIN.com

DHG to secure all work permits

DHG to secure ACM removal permits, if any.

DATE: 6/7/2016

PROPOSAL SUBMITTED TO:

to clarify, who will coordinate electrical, phone, natural gas, and sewer disconnects. Note DHG will not remove any utilities on site. I am not aware of any utility as a site civil engineer should be contacted for an opinion.

JOB NAME / LOCATION
Former Regal Furniture
212 12th Ave NE
Hickory, NC

FAX: 828-397-8543

PLEASE SIGN, DATE AND RETURN ORIGINAL
We hereby submit specifications and estimates

Based on site inspection and plans descriptions, DH Griffin Wrecking Company, Inc. (DHG) proposes the following scope of services:

1. Provide necessary labor, equipment, materials, insurance, etc. to perform demolition.
2. Demolish & remove all the buildings including footings, foundations.
3. Remove and dispose asbestos reported in survey dated 3/13/2001.
4. Dispose of materials off site in accordance with local, state and federal regulations.
5. DHG retains salvage rights to materials under contract.
6. If all concrete trenches can be left broken off and filled with brick and block 2' below grade instead of being removed. \$160,000.00
7. Demolish all buildings down to top of slab for filling pits with brick and block from demolition. \$130,000.00
8. **PROPOSAL EXCLUDES:** Rerouting, removing or disconnecting utilities or any sub-grade utilities, new construction or new materials, reclamation, storage or relocation of any items for others, Environmental monitoring, underground storage tanks, contaminated soil, site work, fill material, any asbestos not listed any hazardous materials removal and any work not listed.

This needs to be amended to 4' below grade.

Demolition debris used for fill shall be placed so as to cause no subsidence of overlying fill.

We propose hereby to perform the work as listed in items above, in accordance with above specifications, for the sum of

One Hundred Seventy Five Thousand Dollars and no/100ths
Payment to be made as follows: Upon Completion

DHG has excluded any fill. A site civil engineer should be consulted to render an opinion from a topo as to the possibility of balancing the site. Civil engineer can also opine about interim sedimentation control and future storm water.

We hereby exclude the following: Relocation and disconnection of utilities, responsibility for locating and marking utilities within the demolition limits, protection of utilities which are not marked within the limits of demolition; shoring and bracing of structures to remain; cost of performance and payment bonds; removal and disposition of any hazardous or asbestos materials except those items, if any, which are described and itemized above, whether concealed or not. All salvage to become the property of DHG.

All payments are due and payable as noted. Whenever retainage is required to be withheld, upon completion of D.H. Griffin Wrecking Company, Inc.'s (DHG) scope of work (contract or sub-contract) DHG will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than ninety (90) days from date of final invoice. The undersigned further agrees to pay to D.H. Griffin Wrecking Company, Inc., a reasonable attorney's fee if the obligation evidenced hereby is collected by an attorney-at-law after maturity. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature: *[Signature]*
Eugene Perkins, Division Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE SIGN, DATE AND RETURN ORIGINAL.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Name and Title

Date of Acceptance



D. H. GRIFFIN WRECKING CO., INC.

8880 Dietz Ave. Hickory, NC 28602
Phone: 828-397-7570 Fax: 828-397-6540
Visit us @ www.DHGRIFFIN.com

PROPOSAL SUBMITTED TO:

DATE: 6/7/2016

Dr. Jerry Pruitt
245-11th Ave NE
Hickory, NC 28601

JOB NAME / LOCATION:
Former Regal Furniture
212 12th Ave NE
Hickory, NC

PHONE: 446-5522

FAX: demcenterdrp@comcast.net

We hereby submit specifications and estimates

Based on site inspection and plans descriptions, DH Griffin Wrecking Company, Inc. (DHG) proposes the following scope of services:

1. Provide necessary labor, equipment, materials, insurance, etc. to perform demolition.
2. Demolish & remove all the buildings including footings, foundations.
3. Remove and dispose asbestos reported in survey dated 3/13/2001.
4. Dispose of materials off site in accordance with local, state and federal regulations.
5. DHG retains salvage rights to materials under contract.
6. If all concrete trenches can be left broken off and filled with brick and block 2' below grade instead of being removed, ~~\$160,000.00~~ \$130,000.00
7. Demolish all buildings down to top of slabs filling pits with brick and block from demolition.
8. **PROPOSAL EXCLUDES:** Rerouting, removing or disconnecting utilities or any sub-grade utilities, new construction or new materials, reclamation, storage or relocation of any items for others, Environmental monitoring, underground storage tanks, contaminated soil, site work, fill material, any asbestos not listed any hazardous materials removal and any work not listed.

\$ 157,000⁰⁰

We propose hereby to perform the work as listed in items above, in accordance with above specifications, for the sum of:

One Hundred Seventy Five Thousand Dollars and no/100's

\$175,000.00

Payment to be made as follows: Upon Completion

We hereby exclude the following: Relocation and disconnection of utilities, responsibility for locating and marking utilities within the demolition limits; protection of utilities which are not marked within the limits of demolition; shoring and bracing of structures to remain; cost of performance and payment bonds; removal and disposition of any hazardous or asbestos materials except those items, if any, which are described and itemized above, whether concealed or not. All salvage to become the property of DHG.

All payments are due and payable as noted. Whenever retainage is required to be withheld, upon completion of D.H. Griffin Wrecking Company, Inc.'s (DHG) scope of work (contract or sub-contract) DHG will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than ninety (90) days from date of final invoice. The undersigned further agrees to pay to D.H. Griffin Wrecking Company, Inc., a reasonable attorney's fee if the obligation evidenced hereby be collected by an attorney-at-law after maturity.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature: _____
days.

Fogle Perkins, Division Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE SIGN, DATE AND RETURN ORIGINAL

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Name and Title

Date of Acceptance

Exhibit A Page 17 of 25

**D. H. GRIFFIN WRECKING CO., INC.**

8880 Dietz Ave. Hickory, NC 28602

Phone: 828-397-7570 Fax: 828-397-6540

Visit us @ www.DHGRIFFIN.com

PROPOSAL SUBMITTED TO:

DATE: 6/7/2016

Dr. Jerry Pruitt
245 11th Ave NE
Hickory, NC 28601

JOB NAME / LOCATION:
Former Regal Furniture
212 12th Ave NE
Hickory, NC

PHONE: 446-5522

FAX: demcenter:drp@comcast.net

We hereby submit specifications and estimates

Based on site inspection and plans descriptions, DH Griffin Wrecking Company, Inc. (DHG) proposes the following scope of services:

1. Provide necessary labor, equipment, materials, insurance, etc. to perform demolition.
2. Demolish & remove all the buildings including footings, foundations.
3. Remove and dispose asbestos reported in survey dated 3/13/2001.

D.H. Griffin's charge for removal of Asbestos & Silica is reflected in this contract proposal.
Specifically, D.H. Griffin's umbrella liability coverage of \$10,000,000 does include coverage for liability risk of Asbestos + Silica, and that liability maximum is \$10,000,000.

4. Dispose of materials off site in accordance with local, state and federal regulations.

*Price As stated assumes landfill usage
Fee will be obligation of Jerry Pruitt LLC*

Exhibit A Page 18 of 25

- 5. DHG retains salvage rights to materials under contract.
- 6. If all concrete trenches can be left broken off and filled with brick and block ^{4-foot} below grade instead of being removed. ~~\$150,000.00~~
- 7. Demolish all buildings down to top of slabs filling pits with brick and block from demolition. ~~\$130,000.00~~

\$ 157,000

For Trenches broken off 4-foot below grade that 4-foot will be filled with fill dirt. + The compacting of concrete/bricks will meet standards satisfactory to City of Hickory/Catawba County. The base will have holes for drainage.

- 7. Price does not include asphalt removal of parking lots. All ~~demolition~~ areas of demolition will be to level of acceptable grade for water flow/erosion + will be grassed, as acceptable to City of Hickory/Catawba County.
- 8. PROPOSAL EXCLUDES: Rerouting, removing or disconnecting utilities or any sub-grade utilities, new construction or new materials, reclamation, storage or relocation of any items for others, Environmental monitoring, underground storage tanks, contaminated soil, site work, ~~fill material, any asbestos not listed~~

Excluded removal of Electrical transformer but DH Griffin will coordinate schedule with Jerry Lee Pruitt LLC (owner) any hazardous materials removal and any pit addressed here work not listed.

will be addressed in good faith at the time of discovery -

Fill material for 4' top is included.
Removal of all asbestos is included.
Silica?

UST's: One UST has been verified and another may exist. In addressing these:

- (a) The known tank will be confirmed,
 - (b) Handling of the tank shall be in accordance with requirements of DHEMR & the Brownfield Eligibility requirements which are binding on this property.
 - (c) If acceptable price cannot be agreed to by owner & DH Griffin, owner shall have option of bids from others.
 - (d) Salvage rights to ~~the~~ tank shall be reflected in final price as negotiated by DH Griffin & owner.
- If the possible 2nd UST is discovered, principles a-d shall also apply.

We propose hereby to perform the work as listed in items above, in accordance with above specifications, for the sum of:

One Hundred Seventy Five Thousand Dollars and no/100's

\$175,000.00

Payment to be made as follows: Upon Completion

We hereby exclude the following: Relocation and disconnection of utilities, responsibility for locating and marking utilities within the demolition limits; protection of utilities which are not marked within the limits of demolition; shoring and bracing of structures to remain; cost of performance and payment bonds; removal and disposition of any hazardous or asbestos materials except those items, if any, which are described and itemized above, whether concealed or not. All salvage to become the property of DHG.

All payments are due and payable as noted. Whenever retainage is required to be withheld, upon completion of D.H. Griffin Wrecking Company, Inc.'s (DHG) scope of work (contract or sub-contract) DHG will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than ninety (90) days from date of final invoice. The undersigned further agrees to pay to D.H. Griffin Wrecking Company, Inc., a reasonable attorney's fee if the obligation evidenced hereby be collected by an attorney-at-law after maturity. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature: Foyle Perlins
Foyle Perlins, Division Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE SIGN, DATE AND RETURN ORIGINAL

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Need

Certificate of Insurance
(\$10,000,000)

General liability
& Workers Comp

Need Specific statement ~~of~~
from carrier or copy of
policy that says
"Asbestos + silica"
are included

(Also if there are certain
chemicals or whatever
that are excluded need to
know what)

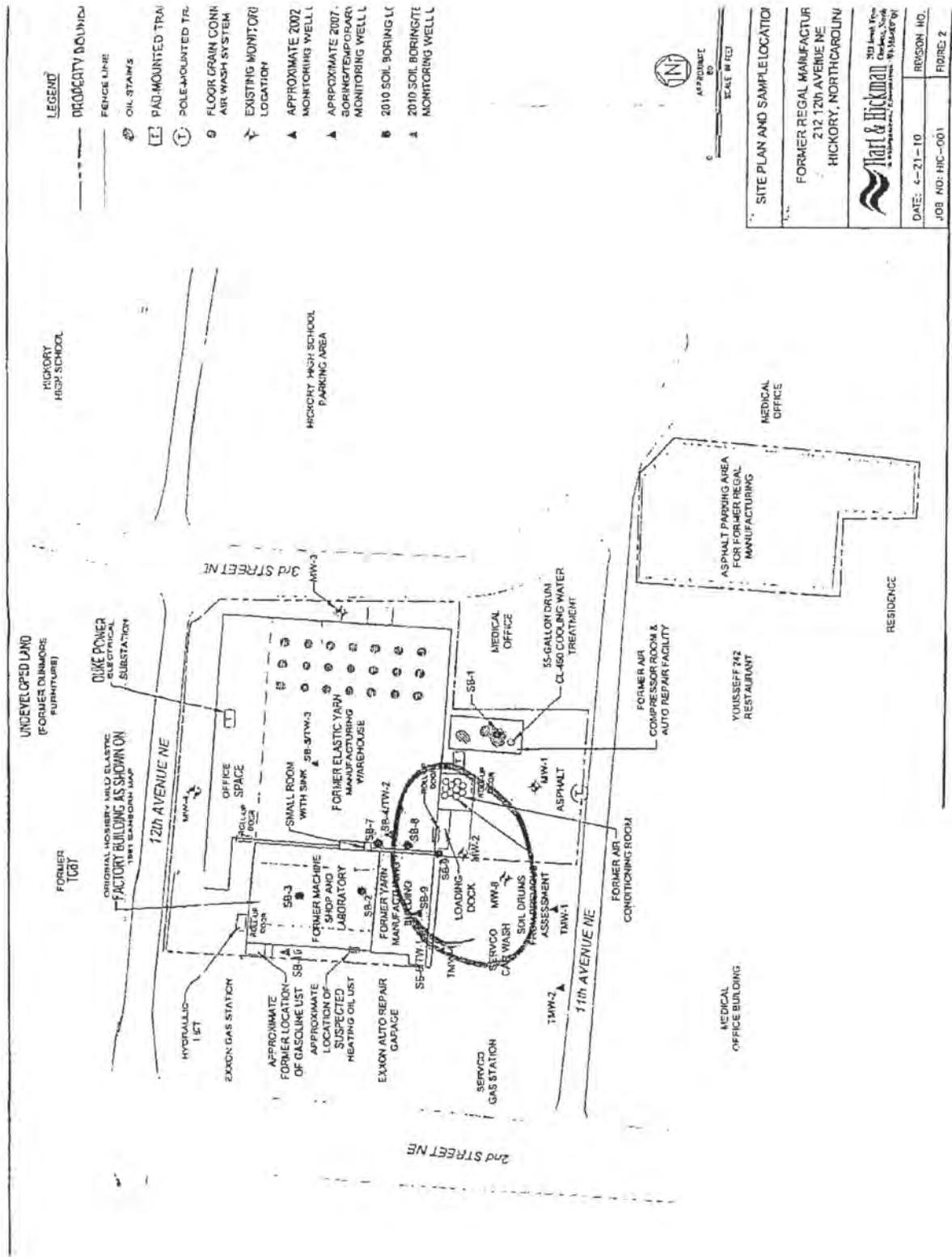
Exhibit A Page 21 of 25

Fees / Permits

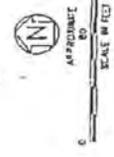
Landfill

$\frac{700 \text{ ton}}{\text{CTD}}$ \leftrightarrow $\$17,000$

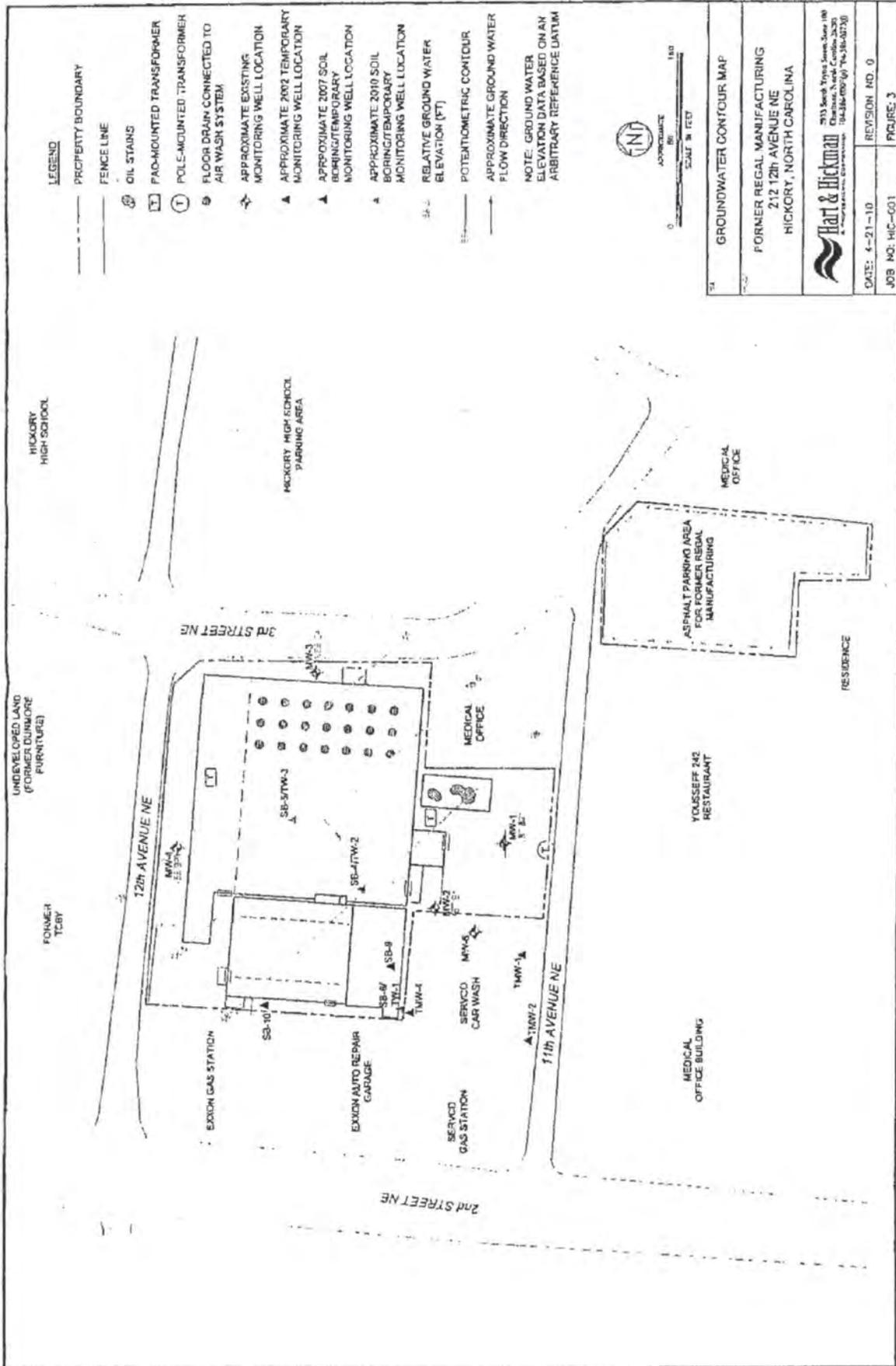
(what if Trench is
removed /
(more tons))



- LEGEND**
- PROPERTY BOUNDARY**
- FENCE LINE
 - OIL STAINS
 - PAD MOUNTED TANK
 - POLE MOUNTED TR.
 - FLOOR DRAIN CONN. AIR WASH SYSTEM
 - EXISTING MONITORING LOCATION
 - ▲ APPROXIMATE 2002 MONITORING WELL
 - ▲ APPROXIMATE 2007 BORING/TEMPORARY MONITORING WELL
 - 2010 SOIL BORING LC
 - ▲ 2010 SOIL BORING/TEMPORARY MONITORING WELL



SITE PLAN AND SAMPLE LOCATION	
FORMER REGAL MANUFACTUR 212 12th AVENUE NE HICKORY, NORTH CAROLINA	
DATE: 4-21-10	REVISION NO.
JOB NO: HIC-001	FIGURE: 2



COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Dave Leonetti, Community Development Manager, Planning Department
Contact Person: Dave Leonetti, Community Development Manager
Date: September 7, 2016
Re: Conduct Public Hearing to consider FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER)

REQUEST

Conduct public hearing to consider the FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER) 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. The 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. CDBG resources were used for the following activities:

Housing Rehabilitation	\$ 77,279.55
Housing Rehab Admin	4,691.06
City of Refuge	3,344.00
Exodus Homes	10,000.00
ALFA	15,000.00
Hickory Soup Kitchen	20,000.00
Comm. Ridge Daycare	610.82
Down Payment Assistance	22,500.00
Public Infrastructure Improvements	155,456.79
Ridgeview Library	27,123.75
Optimist Park Improvements	308,718.93
Fair Housing	1,410.00
Program Administration	<u>47,774.16</u>
TOTAL	\$693,909.06

ANALYSIS

The City of Hickory, in complying with the U.S. Department of Housing and Urban Development's requirements, has prepared the attached FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER), for submission to HUD. The CAPER outlines the City's CDBG expenditures from July 1, 2015 thru June 30, 2016. Notice of the availability of this document for public review has been published in the Hickory Daily Record on September 4th and 20th.

RECOMMENDATION

Staff recommends that City Council approve the FY 2015-2016 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

Initiating Department Head

9/7/16

Date

Amita M. Dula
Deputy City Attorney, A. Dula

9-9-16

Date

Asst. City Manager Rodney Miller

9/13/16

Date

A. Surratt
Asst. City Manager, A. Surratt

9-10-16

Date

Finance Officer, Melissa Miller

9-12-16

Date

Bo Weichel
Purchasing Manager, Bo Weichel

9-12-16

Date

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

A. Surratt
Interim City Manager, A. Surratt

Date

9/10/16

City of Hickory

Consolidated Annual Performance and Evaluation Report

July 1, 2015 to June 30, 2016



Life. Well Crafted.

City of Hickory
PO Box 398
Hickory, NC 28603
www.hickorync.gov

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Use of Resources and Program Achievements, FY 2015-2016:

1. Preservation of the City's Housing Stock: \$77,279 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 15 funding year through the City of Hickory's Housing Rehabilitation Loan Program. Four more homes were assisted by Habitat for Humanity's grant program.
2. Administration of Housing Rehabilitation Program: \$ 4,691.06 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: \$ 22,500 was used to provide downpayment assistance to First-Time Homebuyers. The City assisted 3 first-time homebuyers in obtaining homeownership.
4. Public Services Initiative: \$ 3,344.00 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: \$10,000.00 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: \$15,000 was allocated to AIDS Leadership Foothills Area Alliance (ALFA) in the form of a grant to provide case management services to people living with HIV/AIDS. ALFA also offers HIV prevention education programs to the community at large. They currently have 164 people in care through their case management program.
7. Public Services Initiative: \$20,000.00 was provided as a grant to the Hickory Soup Kitchen, which enabled the organization to serve approximately 350 meals per day to 215 residents of Hickory needing a warm meal.
8. Public Services Initiative: \$610.82 was provided to Community Ridge Day Care to assist equipment for its recently renovated infant room.

- 9. Public Infrastructure Improvements: \$155,456.79 was used to resurface portions of five neighborhood streets located within low and moderate income neighborhoods. Approximately 7,200 linear feet of two lane neighborhood streets were resurfaced. In addition, a sidewalk and street trees were installed in the right of way adjacent to the Viewmont Square Court Apartment Complex. This is a tax credit project for low and moderate income senior citizens.
- 10. Renovations of the Ridgeview Library: \$27,123.75 was used to assist with the renovations to the former Ridgeview Library.
- 11. Renovations to Hickory Optimist Park: \$308,718.93 was used to assist with providing a walking trail around the park, an outdoor gym, and constructing required drainage improvements. The improvements also include a pedestrian connection to Optimist Park to a nearby subdivision. A new community building is under construction and will be completed in early fall 2016.
- 12. Promote Fair Housing Practices: \$1,410 of funding was used to purchase newspaper advertising to inform city residents of their fair housing rights.
- 13. Program Administration: \$47,774.16 was utilized to provide program administration and planning during the 2015-2016 program year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Demolish Dilapidated Structures	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	4	0	0.00%			
Downpayment Assistance	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	25	3	12.00%	5	3	60.00%

Homeless Services and Prevention	Homeless	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	0	0.00%	400	309	77.25%
Homeless Services and Prevention	Homeless	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	309				
Increase Entrepreneurship Opportunities	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	15	0	0.00%	5	0	0.00%
Increase Fair Housing Outreach and Awareness	Affordable Housing	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	0	0.00%			
Increase Fair Housing Outreach and Awareness	Affordable Housing	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		150	0	0.00%

CAPER

3

Park Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	3890	77.80%	2500	3890	155.60%
Preserve the City's Housing Stock	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	10	0	0.00%	1	0	0.00%
Preserve the City's Housing Stock	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	20	15	75.00%	1	15	1,500.00%
Provide Services to Persons Living with HIV/AIDS	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	750	164	21.87%	160	164	102.50%
Provide Services to Persons Living with HIV/AIDS	Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Public Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit	Persons Assisted	5500	9865	179.36%	2500	5975	239.00%

Youth Services	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	0	0.00%		
Youth Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	21	20	21	105.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Hickory was able to address significant portions of its goals. Projects help protect the City’s housing stock by providing urgent repairs and housing rehabilitation assistance to 15 households during the program year. Significant numbers of citizens benefited from street resurfacing projects and public facility improvements. The improvements to Hickory Optimist Park are nearly complete. The City’s public services initiative continued to assist the community’s most vulnerable populations, which included: at risk youth, the homeless, persons living with HIV and AIDS, and persons with substance abuse issues.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	264
Black or African American	204
Asian	1
American Indian or American Native	1
Native Hawaiian or Other Pacific Islander	0
Total	470
Hispanic	37
Not Hispanic	433

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

This table indicates the racial and ethnic breakdown of families assisted through CDBG public service funds. This does not include the racial and ethnic breakdown of area benefit activities that benefit all residents of a census tract or block group.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		1,800,000	693,909

Table 3 – Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG ELIGIBLE AREA	70	86	
City-Wide	30	14	Eligibility Area

Table 4 – Identify the geographic distribution and location of investments

Narrative

All Low and Moderate Income Area Benefit National Objective activities take place in the CDBG Eligible Area, which is considered Census Tracts 104.2, 107, 109, and 110. The vast majority of funds are spent in these areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

These federal funds were also leveraged through the use of donated roofing shingles from Habitat for Humanity. The organization is able to receive donated shingles to assist low income households. They have recently opened this up to City rehabilitation projects. This helps the City provide roof repair services to additional households. For loan recipients, the reduced cost of the roof repairs is passed on the homeowners in the form of lower loan payments.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	0	7
Number of special-needs households to be provided affordable housing units	0	0
Total	0	7

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	0	4
Number of households supported through the rehab of existing units	0	16
Number of households supported through the acquisition of existing units	0	3
Total	0	23

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Demand for housing rehabilitation assistance continues to outstrip the funding available. City staff continues to investigate ways to stretch this funding further. The City received a larger than previous Urgent Repair Grant from the North Carolina Housing Finance agency this year. That will enable the city to serve more families without impacting other community development projects. By enhancing a partnership with Habitat for Humanity, the City was able to assist more families this year than in previous years. This is largely because they are able to leverage volunteer labor and donated materials.

Discuss how these outcomes will impact future annual action plans.

The City will continue to try and increase the number of families served through housing rehabilitation and downpayment assistance programs. The City will continue to The City's deferred loan program has begun to gain popularity. Since it does not require the owner to make monthly payments, it is easier for

homeowners to qualify. In recent years, fewer applicants have been able to meet loan criteria, which led to the creation of the program for households earning less than 50% of the area median income. Habitat for Humanity's Housing rehabilitation program also does not require significant monthly payments by the homeowner.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	6	0
Low-income	11	0
Moderate-income	6	0
Total	23	0

Table 7 – Number of Persons Served

Narrative Information

23 families were assisted with funding during the 2015-2016 program year. The majority were low and extremely low income families. The City works to assist those with the greatest financial needs with the funding that is available.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Community Development Division staff continues to serve on the Catawba County Continuum of Care. This organization brings together homeless serving agencies from across the county to determine funding options, raise awareness about important issues, and reduce duplication of services. The City funded the Hickory Soup Kitchen in the amount of \$20,000. This organization provides a hot meal and showers to homeless individuals five days per week. The City also supported Exodus Homes with a \$10,000 grant. This organization provides a residential treatment program for homeless individuals that have substance abuse issues.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City continues to fund Exodus Homes, which provides transitional housing to homeless and previously incarcerated individuals with substance abuse issues. The organization was funded with a \$10,000 grant in 2015-2016.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City's grants to public service agencies assist low income individuals by providing free or low cost services such as afterschool tutoring, healthcare, and food assistance. These services can enable families to make their incomes go further and reduce the likelihood of homelessness. The Hickory Soup Kitchen provides meals and food assistance to enable individuals to stretch their incomes. City of Refuge provides no cost tutoring services to low income elementary school students. ALFA provides case management services to persons living with HIV and AIDS to help them stay in care, which should reduce healthcare costs and help reduce the risk of becoming homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Exodus Homes helps homeless individuals with substance abuse issues make the transition from homelessness to employment and permanent housing. The City continues to work with the Continuum of Care to coordinate services and work with other service providers to identify gaps in services, and assist agencies in serving as many individuals in need as possible.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

Street resurfacing funds were used to resurface two streets (1st Street SW and 10th Avenue SW) adjacent to public developments. These streets were in need of repair, and this resurfacing will improve the living environment of those living in the area and the immediate vicinity.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Staff makes Hickory Public Housing Authority Staff aware of City of Hickory downpayment assistance programs for which residents may be eligible. City staff is also working on a US Environmental Protection Agency grant to complete a redevelopment plan for a portion of SW Hickory, which includes a significant concentration of public housing. Community outreach to the housing authority will ensure that resident needs are taken into account when continuing to formulate the plan.

Actions taken to provide assistance to troubled PHAs

The Hickory Housing Authority does not have a troubled housing authority designation.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

City of Hickory staff continues to review its ordinances annually to ensure that they are not setting up barriers to affordable housing. Recent actions taken to address affordable housing needs include allowing multi-family housing by right in all commercial zoning districts.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City continues to use CDBG funding to provide public infrastructure and facility improvements in low and moderate income areas. Infrastructure projects this year included resurfacing of portions of five streets in the Ridgeview and Green Park neighborhoods. CDBG funding enables the City to provide additional resurfacing beyond its normal resurfacing schedule. Facility and infrastructure improvements continued at Hickory Optimist Park. These improvements included the completion of a walking trail and outdoor gym. Construction started on a new community building in the project year. That building will be completed in early fall 2016. CDBG funds are used to provide additional facility improvements that would not be possible without the funding.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City has also taken actions to reduce lead paint hazards. The City follows the lead safe housing rule when conducting housing rehabilitation activities. All of the City's rehabilitation projects are under \$25,000 in hard costs, which means that the City must identify and address lead hazards when paint is disturbed by renovation activities. This includes conducting a lead hazard risk assessment on the home and addressing all of the hazards identified in the report.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Numerous public service activities are funded each year with the aim of reducing poverty in the City of Hickory. \$20,000 was provided to the Hickory Soup Kitchen to provide meals and food assistance to very low income families. These families that received assistance were able to stretch their income further to fund additional needs. ALFA received \$15,000 to assist its case management program, which provides resources to persons with HIV and AIDS to ensure that they stay in treatment. ALFA helps with medications, food, and housing assistance to help clients remain in treatment. Exodus Homes received \$10,000 to provide job and transportation coordination services for residents in its substance abuse treatment programs. The goal of the program is to assist residents in finding employment and move towards self sufficiency.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Staff continues to review policies and procedures to ensure that programs are run according to appropriate federal guidelines. Improvements in the 2015-2016 fiscal year included updates to file checklists for public infrastructure projects, nonprofit subrecipients, and housing rehabilitation programs. In addition, staff regularly meets with nonprofit subrecipient to ensure that they are aware of federal requirements. As Habitat for Humanity has expanded its housing rehabilitation program efforts, staff has met with them on numerous occasions to discuss procurement, lead based paint, and other requirements related to the program.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

City of Hickory staff continues to attend Catawba County Continuum of Care meetings. These meetings provide a forum for local public and private housing providers along with public and private social service agencies to address issues confronting the homeless and poverty level families in the community. The City of Hickory and Habitat for Humanity have also enhanced their partnership to provide housing rehabilitation assistance within the City of Hickory. The City has provided additional assistance to Habitat for Humanity as they increase the amount of housing rehabilitation services they provide in the community.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

City of Hickory Staff continues to advertise and educate citizens regarding their rights to fair housing. Advertisements informing residents of their fair housing rights ran in the local real estate book, the Hickory Daily Record, and the Spanish newspaper Hola Noticias. Staff reached out to discuss fair housing issues with the City of Hickory Community Relations Council. In addition, staff has worked with Centro Latino, the local Hispanic ministry to translate housing program flyers into Spanish. Staff has also met with the organization's executive director on multiple occasions to discuss housing programs and fair housing laws. Staff continues to serve on the Catawba Valley Association of Realtors Equal Housing Opportunity Committee. This committee provides education and outreach to local realtors regarding fair housing laws. In April 2016, the committee invited an attorney with the NC Real Estate Commission to make a presentation at the bi-monthly luncheon that for the association.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Hickory Community Development Division conducts file audits of all city-initiated CDBG activities to ensure compliance with relevant federal requirements. Staff maintains file checklists for each of the types of activities normally undertaken each year. In addition, all nonprofit subrecipients are monitored by City staff at least once per year to ensure compliance with applicable requirements. Also, the City hires an independent auditor to review its finances each year. This audit includes an in-depth review of CDBG program activities.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

All reports are made available for review on the City's website and in the Planning and Development Services department at City Hall. The City also holds a public hearing to receive comments on the report prior to its consideration by the Hickory City Council.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

As this is the first year of the City's 2015-2019 Consolidated Plan, there do not appear to be reasons to significantly change its programs. However, reductions in funding have made it more difficult to achieve Consolidated Plan objectives. If funding continues to decrease, the City will need to make decisions regarding more significant cuts to program offerings. Staff has identified that the goals associated in the strategic plan for some of the City's public service activities appear to have been incorrectly identified as facility improvements rather than public service activities. This will be addressed in a future minor amendment to the plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2015
 HICKORY, NC

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 PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	367,823.15
02 ENTITLEMENT GRANT	300,041.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	272,762.08
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	940,626.23

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	644,724.90
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	644,724.90
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	49,184.16
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	693,909.06
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	246,717.17

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	641,941.90
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	2,783.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	644,724.90
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITTING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	48,954.82
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	48,954.82
32 ENTITLEMENT GRANT	300,041.00
33 PRIOR YEAR PROGRAM INCOME	171,744.35
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	471,785.35
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	10.38%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	49,184.16
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	49,184.16
42 ENTITLEMENT GRANT	300,041.00
43 CURRENT YEAR PROGRAM INCOME	272,762.08
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	572,803.08
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	8.59%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	3	438	Viewmont Square Court Sidewalk	03L	LMH	\$2,783.00
				03L	Matrix Code	\$2,783.00
Total						\$2,783.00

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2013	1	392	5876617	Ridgeview Library (Interfaith)	03E	LMA	\$5,910.00
2013	1	392	5906223	Ridgeview Library (Interfaith)	03E	LMA	\$4,872.36
2014	6	437	5906223	Ridgeview Library (Interfaith)	03E	LMA	\$6,877.64
2014	6	437	5915250	Ridgeview Library (Interfaith)	03E	LMA	\$3,131.43
2014	6	437	5934379	Ridgeview Library (Interfaith)	03E	LMA	\$2,405.00
2014	6	437	5946308	Ridgeview Library (Interfaith)	03E	LMA	\$3,927.32
					03E	Matrix Code	\$27,123.75
2014	4	421	5876617	Optimist Park Walking Trail and Drainage Improvements	03F	LMA	\$68,769.80
2015	2	425	5876617	Optimist Park Community Building Improvements	03F	LMA	\$1,336.02
2015	2	425	5906223	Optimist Park Community Building Improvements	03F	LMA	\$6,810.00
2015	2	425	5915250	Optimist Park Community Building Improvements	03F	LMA	\$78,995.00
2015	2	425	5934379	Optimist Park Community Building Improvements	03F	LMA	\$77,649.71
2015	2	425	5946308	Optimist Park Community Building Improvements	03F	LMA	\$75,158.40
					03F	Matrix Code	\$308,718.93
2014	3	443	5946308	Ridgeview Street Resurfacing 2014	03K	LMA	\$69,005.12
2015	3	426	5876617	1st Street SW and 7th St SW Resurfacing	03K	LMA	\$34,711.46
2015	3	426	5906223	1st Street SW and 7th St SW Resurfacing	03K	LMA	\$48,957.21
					03K	Matrix Code	\$152,673.79
2015	5	424	5876617	ALFA	03T	LMC	\$10,000.00
2015	5	424	5906223	ALFA	03T	LMC	\$5,000.00
					03T	Matrix Code	\$15,000.00
2014	5	419	5876617	City of Refuge	05D	LMC	\$414.00
2015	12	434	5876617	City of Refuge	05D	LMC	\$713.50
2015	12	434	5906223	City of Refuge	05D	LMC	\$1,039.50
2015	12	434	5915250	City of Refuge	05D	LMC	\$462.00
2015	12	434	5934379	City of Refuge	05D	LMC	\$715.00
					05D	Matrix Code	\$3,344.00
2015	7	429	5876617	Exodus Homes	05F	LMC	\$10,000.00
					05F	Matrix Code	\$10,000.00
2014	5	420	5876617	Community Ridge Daycare	05L	LMC	\$610.82
					05L	Matrix Code	\$610.82
2015	6	428	5906223	Hickory Soup Kitchen	05W	LMC	\$20,000.00
					05W	Matrix Code	\$20,000.00
2014	8	439	5906223	Allred-Down Payment Assistance	13	LMH	\$3,500.00
2015	4	427	5906223	Allred-Down Payment Assistance	13	LMH	\$6,500.00
2015	4	440	5906223	Gruver-Down Payment Assistance	13	LMH	\$7,500.00
2015	4	444	5946308	Downpayment Assistance-Starnes	13	LMH	\$5,000.00
					13	Matrix Code	\$22,500.00
2011	2	339	5876617	FY12 Housing Rehab	14A	LMH	\$6,316.32
2011	2	339	5906223	FY12 Housing Rehab	14A	LMH	\$17.65
2011	2	339	5915250	FY12 Housing Rehab	14A	LMH	\$604.69
2011	2	441	5934379	HR-Fisher	14A	LMH	\$2,947.87



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount	
2012	1	396	5876617	Housing Rehab	14A	LMH	\$2,397.72	
2012	1	396	5906223	Housing Rehab	14A	LMH	\$11,887.63	
2012	1	396	5915250	Housing Rehab	14A	LMH	\$962.25	
2012	1	396	5934379	Housing Rehab	14A	LMH	\$4,690.87	
2013	1	394	5876617	Housing Rehabilitation Program	14A	LMH	\$6,231.23	
2013	1	394	5906223	Housing Rehabilitation Program	14A	LMH	\$4,490.00	
2013	1	394	5915250	Housing Rehabilitation Program	14A	LMH	\$3,229.98	
2013	1	394	5934379	Housing Rehabilitation Program	14A	LMH	\$7,154.45	
2013	1	394	5946308	Housing Rehabilitation Program	14A	LMH	\$2,222.89	
2014	1	409	5906223	2014 Housing Rehabilitation (Habitat)	14A	LMH	\$4,126.00	
2015	10	432	5906223	Habitat for Humanity	14A	LMH	\$3,962.57	
2015	10	432	5934379	Habitat for Humanity	14A	LMH	\$2,500.77	
2015	10	432	5946308	Habitat for Humanity	14A	LMH	\$13,536.66	
					14A	Matrix Code	\$77,279.55	
2011	1	336	5915250	FY12 HR Salaries 1525	14H	LMH	\$0.92	
2012	1	369	5876617	HR Salaries 1526	14H	LMA	\$339.94	
2012	1	369	5915250	HR Salaries 1526	14H	LMA	\$0.06	
2013	1	401	5876617	HR Salaries 1527	14H	LMA	\$259.21	
2013	1	401	5906223	HR Salaries 1527	14H	LMA	\$223.00	
2013	1	401	5915250	HR Salaries 1527	14H	LMA	\$107.76	
2013	1	401	5946308	HR Salaries 1527	14H	LMA	\$3,760.17	
					14H	Matrix Code	\$4,691.06	
Total								\$641,941.90

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount	
2015	5	424	5876617	ALFA	03T	LMC	\$10,000.00	
2015	5	424	5906223	ALFA	03T	LMC	\$5,000.00	
					03T	Matrix Code	\$15,000.00	
2014	5	419	5876617	City of Refuge	05D	LMC	\$414.00	
2015	12	434	5876617	City of Refuge	05D	LMC	\$713.50	
2015	12	434	5906223	City of Refuge	05D	LMC	\$1,039.50	
2015	12	434	5915250	City of Refuge	05D	LMC	\$462.00	
2015	12	434	5934379	City of Refuge	05D	LMC	\$715.00	
					05D	Matrix Code	\$3,344.00	
2015	7	429	5876617	Exodus Homes	05F	LMC	\$10,000.00	
					05F	Matrix Code	\$10,000.00	
2014	5	420	5876617	Community Ridge Daycare	05L	LMC	\$610.82	
					05L	Matrix Code	\$610.82	
2015	6	428	5906223	Hickory Soup Kitchen	05W	LMC	\$20,000.00	
					05W	Matrix Code	\$20,000.00	
Total								\$48,954.82

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2011	1	334	5876617	FY12 Admin	21A		\$299.54
2012	1	358	5876617	2012 Admin	21A		\$13,624.00
2013	1	383	5876617	Program Administration	21A		\$457.09
2013	1	383	5906223	Program Administration	21A		\$406.61
2013	1	383	5915250	Program Administration	21A		\$193.17
2013	1	383	5934379	Program Administration	21A		\$367.13



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2013	1	383	5946308	Program Administration	21A		\$609.72
2014	2	411	5876617	2014 Salaries and Admin	21A		\$1,937.00
2014	2	411	5906223	2014 Salaries and Admin	21A		\$7,650.83
2014	2	411	5915250	2014 Salaries and Admin	21A		\$7,473.26
2014	2	411	5946308	2014 Salaries and Admin	21A		\$11,637.98
2015	8	430	5876617	Program Admin	21A		\$162.49
2015	8	430	5906223	Program Admin	21A		\$1,776.47
2015	8	430	5915250	Program Admin	21A		\$1.75
2015	8	430	5934379	Program Admin	21A		\$815.97
2015	8	430	5946308	Program Admin	21A		\$361.15
					21A	Matrix Code	\$47,774.16
2013	1	400	5934379	Fair Housing	21D		\$600.00
2013	1	400	5946308	Fair Housing	21D		\$200.00
2014	2	412	5946308	2014 Fair Housing	21D		\$610.00
					21D	Matrix Code	\$1,410.00
Total							\$49,184.16

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COUNCIL AGENDA MEMOS

Exhibit XI.B.1.

To: City Manager's Office
From: David Leonetti, Community Development Manager
Contact Person: David Leonetti, Community Development Manager
Date: August 22, 2016
Re: Consider Proposed Revisions to Housing Rehabilitation Loan Program and Relocation Policy

REQUEST

Consider proposed changes to the city's Housing Rehabilitation Loan Program and Relocation Policy

BACKGROUND

For a number of years the city has operated a housing rehabilitation loan program using Community Development Block Grant funds along with other housing related funds as they are available. These guidelines were most recently updated in 2014 to create a deferred loan program for households earning less than 50 percent of the area median income.

ANALYSIS

The proposed revisions to the contracting section of the guidelines were suggested by City Finance staff. The guidelines describe setting up an escrow account for each housing rehabilitation process. In practice, the City encumbers funds through the purchase order process and pays the contractor directly. The change to the policy reflects the process more accurately. An additional proposed change also increases the maximum loan term from 10 to 15 years. The change would lower the monthly payment for the maximum \$20,000 loan from \$193.20 per month to \$138.20. This should help make loan payments affordable to more citizens.

Staff has also developed a relocation policy to assist families that may need to be relocated during more extensive rehabilitation activities related to lead based paint hazards. The policy would provide a stipend to families that need to move out of their homes due to lead hazard reduction activities. Since the housing rehabilitation assistance is optional, the City is not required to provide relocation assistance to homeowners assisted through the program. These funds would be used to assist families moving in with family and friends or staying in a hotel during a rehabilitation project. Elderly families can sign a waiver of relocation and remain in their homes during most rehabilitation projects.

Due to the age of construction of houses in Hickory many homes only have lead based paint on the exterior, which generally does not require relocation. Staff does not anticipate the relocation policy being utilized often, but it would provide some support to households that need to be relocated during a project. \$800 would be the maximum amount of assistance disbursed through the policy. The funds can be paid through the housing rehabilitation program budget.

The changes to the guidelines and relocation policy were presented to the Citizen's Advisory Committee, and it recommends approval.

RECOMMENDATION

Staff recommends that City Council approve the proposed revisions to the Housing Rehabilitation Loan Program and Relocation Policy.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier
Initiating Department Head

9/7/16
Date

Armita M. Dula
Deputy City Attorney, A. Dula

9-9-16
Date

Rodney Miller
Asst. City Manager Rodney Miller

9/13/16
Date

A. Surratt
Asst. City Manager, A. Surratt

9-10-16
Date

Melissa Miller
Finance Officer, Melissa Miller

9/12/16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

9-12-16
Date

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

A. Surratt
Interim City Manager, A. Surratt

9/10/16
Date

**CITY OF HICKORY
HOUSING REHABILITATION LOAN PROGRAM**

1. INTRODUCTION

Housing rehabilitation is a term applied to the repair and improvement of homes that have fallen into a substandard condition. The primary goals of the program are the conservation of existing housing and the preservation of good neighborhoods. The City of Hickory's Housing Rehabilitation Program is designed to assist in accomplishing these goals by providing both deferred and low-interest loans to low and moderate income homeowners in residential areas:

- 1.1 Assist very low, low and moderate income homeowners in target areas who would otherwise be unable to undertake home repairs without financial assistance.
- 1.2 Stabilize older residential areas by providing limited financial assistance to moderate income homeowners in target areas in order to prevent deterioration of property.
- 1.3 Eliminate housing conditions which are detrimental to public health, safety and welfare.
- 1.4 Conserve the community's housing stock in order to meet the needs of the City's low and moderate income families.
- 1.5 Conserve energy through the availability of funds for energy improvements undertaken as a part of rehabilitation.
- 1.6 Improve neighborhood appearance through the application of property eligibility guidelines and the availability of funds to improve the exterior appearance of homes rehabilitated for lower income families.

2. APPLICANT ELIGIBILITY

- 2.1 No member of the City Council of the City of Hickory and no other official, employee, or agent of the City who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of the CDBG program shall directly or indirectly be eligible for this program. This prohibition shall continue for one year after an individual's relationship with the City of Hickory ends.
- 2.2 Recipients of housing rehabilitation loans must be the owner of record and occupant of a single family home.
- 2.3 Recipients of housing rehabilitation loans must be current in all their accounts with the City of Hickory.
- 2.4 Priority will be given to very low and moderate income applicants. Not less than 80% of funds will go to low and moderate income applicants. Applicants in a

National Register Historic District will be eligible with no income limits and at 3.0% interest rates; however, repairs are limited to those which are directed to preservation of the historic structure. The historic structure must be able to qualify under the Slum and Blight Spot Basis (SBS) national objective. The State Historic Preservation Officer and local historic preservation officials should be consulted for guidance on which activities constitute preservation. Very Low and Low income applicants may be eligible to receive Housing Rehabilitation Loan Assistance according to the following schedule¹:

Number in Household	Very Low Income Limit (50% of Median)	Low Income Limit (80 % of Median)
1	\$18,300	\$29,250
2	20,900	33,400
3	23,500	37,600
4	26,100	41,750
5	28,200	45,100
6	30,300	48,450
7	32,400	51,800
8+	34,500	55,150

This income schedule is based upon the income limits established by the U.S. Department of Housing and Urban Development Program and shall be updated periodically upon notification of revisions by the U.S. Department of Housing and Urban Development.

3. PROPERTY ELIGIBILITY

- 3.1 Only owner occupied single family dwellings are eligible for rehabilitation assistance.
- 3.2 Units must be located in a residentially zoned area within the City of Hickory. Residentially zoned property means land zoned in the R-1, R-2, R-3, R-4, or OI categories on the Official Zoning Map of the City of Hickory.
- 3.3 All properties must be covered by a current homeowners insurance policy.
- 3.4 Eligible properties must be free of all nuisances as defined in Chapter 20 of the Hickory City Code or any such nuisance conditions must be corrected by the homeowner prior to acceptance of an application for housing rehabilitation assistance.

¹ This schedule is set by the US Department of Housing and Urban Development's Income Limits. It is subject to change. City staff will consult the guidelines prior to conducting income verification.

- 3.5 Eligible properties must be economically feasible to rehabilitate. To be considered economically feasible to rehabilitate it must be possible to bring the dwelling into compliance with the Minimum Housing, Section 8 and HUD energy efficiency standards with the funds available under the housing rehabilitation program in combination with any owner supplied funds.
- 3.6 Eligible properties must not be located in the right-of-way of any planned public improvements.
- 3.7 Eligible properties must have all taxes and assessments paid up to date prior to acceptance of an application for housing rehabilitation assistance.
- 3.8 Eligible properties must be located on a site that is not endangered by mudslides, landslides or other environmental hazards.
- 3.9 Eligible properties located in flood hazard areas must be covered under the National Flood Insurance Program.
- 3.10 No loan shall be provided for a dwelling in substantial compliance.

4. ELIGIBLE ACTIVITIES

- 4.1. The expenditure of housing rehabilitation funds will be limited to those repairs and improvements required to provide standard, readily maintainable and reasonably attractive housing units. The activities considered necessary and suitable to achieve this objective are those required to meet the Minimum Housing Code, the HUD Section 8 Existing Housing Quality Standards, and the HUD Energy Efficiency Standards.
- 4.2. In general, allowable expenditures will be authorized according to the following priorities:
 - 4.2.1. Elimination of conditions that, in the judgment of the Rehabilitation Specialist that, in the judgment of the Rehabilitation Specialist, are hazardous to the health and safety of the dwelling's occupants. These items include but are not limited to:
 - Repair or replacement of water and sewerage systems and their components;
 - Repair or replacement of heating systems and their components;
 - Repair or replacement of electrical systems and their components;
 - Replacement of defective plumbing, including sinks, tubs and toilet facilities;
 - Eradication of all serious insect or rodent infestations;
 - Correction of insufficient exit ways;
 - Correction of insufficient ventilation in order to prevent deterioration caused by chronic dampness;
 - Eradication of lead paint hazards where chipping or peeling exists;

- Repair of all seriously deteriorated walls, ceilings and floors;
- Repair or replacement of structurally defective porches, roofs, gutters, chimneys, and foundations;
- Repair of exterior walls and windows in order the dwelling may be kept watertight and free from chronic dampness;
- Repair of walkways and steps;
- Special facilities for the handicapped;
- Smoke detectors.

4.2.2. In addition to correcting basic code violations, up to thirty percent of housing rehabilitation funds may be used to bring about compliance with HUD Energy Efficiency Standards by caulking, weather-stripping and the addition of attic insulation. No more than 30 percent of the improvements shall be purely energy efficiency items. Improvements may include additional energy efficiency items including:

- Heating system tune up;
- Storm windows;
- Floor insulation;
- Fireplace and flue dampers;
- Clock thermostats;
- Heat duct insulation;
- Pipe and water heater insulation.

4.2.3. Correction of incipient housing code violations. An incipient violation is a condition which will, in the opinion of the Rehabilitation Specialist, (Building Inspector), deteriorate to an actual violation within two (2) years.

4.2.4. Exterior painting and vinyl siding are allowable expenditures.

4.3. Any work performed on a dwelling listed as an individual entry or as a principal or contributing dwelling in a district listed on the National Register of Historic Places must conform to the Secretary of the Interior's Standards for Rehabilitation Projects.

4.4. No assistance shall be provided if the after rehabilitation value of the property, less any encumbrances or liens, will not, in the opinion of the Rehabilitation Specialist, equal or exceed the amount of the rehabilitation loan. The Rehabilitation Specialist may require the owner to provide an appraisal from a licensed real estate appraiser. If the loan is approved, the cost of the appraisal may be included in the loan amount.

5. DEFERRED LOAN PROGRAM INFORMATION AND AMOUNTS

5.1. Very low income (under 50% of area median income) applicants may qualify for a deferred payment loan for eligible housing rehabilitation expenses. All

applicants must go through loan approval. Income eligibility does not automatically qualify an applicant for a loan.

5.2. No interest shall be charged on deferred rehabilitation loans. The maximum loan amount shall be \$15,000. The minimum amount of program funds that can be spent on any assisted dwelling unit is \$2,500.00. The maximum lifetime amount received through this program shall be \$15,000.

5.2.1. When estimates contract bids or final contract amount exceeds \$15,000:

- Owner supplies additional funds
- Renegotiate with contractor to reduce project scope
- Re-bid the job with reduced scope

5.3. No payments shall be required on the loan provided that the homeowner remains in compliance with all program guidelines.

5.4. If the property owner resides in the house for at least 5 years from the date of project completion, the loan balance shall be reduced by 50%.

5.5. Loans shall not be assumable.

5.6. ~~Rehabilitation loans shall be placed in an escrow account under the City's control in order to guarantee prompt payment of contractors upon satisfactory completion of work. Upon completion of the bidding and contracting process, the City shall issue a purchase order for the contract amount to ensure prompt payment of the contractor. The City shall be responsible for payment of contractors in the amount of the contract.~~ Whenever an owner supplies funds to cover any remaining balance for the rehabilitation, these funds shall be escrowed along with the rehabilitation loan, or the owner shall make other legally binding commitments satisfactory to the City ~~shall be made in order~~ to guarantee the availability of funds upon the completion of work by the selected contractor. Owner shall supply his/her portion of funds before contractor will commence project.

5.7. The remaining loan balance shall be paid when the either of the following two items occur

5.7.1. The property is sold or otherwise alienated by the borrower, whether voluntary involuntary or by operation of law, or

5.7.2. The property ceases to be occupied by the borrower, as borrower's principal residence, including upon the death of borrower.

6. AMORTIZED LOAN PROGRAM INFORMATION AND AMOUNTS

- 6.1. Low income (under 80% of area median income) applicants may qualify for a fully amortized loan. All applicants must undergo a credit check and loan approval. Income eligibility does not automatically qualify an applicant for a loan.
- 6.2. The interest rate charged on rehabilitation loans is 3.0%. The maximum loan amount is \$20,000. The minimum amount of program funds that can be spent on any assisted dwelling unit is \$2,500.
- 6.2.1. When estimates contract bids or final contract amount exceeds \$20,000:
- Owner supplies additional funds
 - Renegotiate with contractor to reduce project scope
 - Re-bid the job with reduced scope
- 6.3. Payments for other applicants shall be based on a maximum loan term of one year for each thousand dollars or fraction thereof borrowed up to ~~10~~15 years.
- 6.4. Rehabilitation loans shall be placed in an escrow account under the City's control in order to guarantee prompt payment of contractors upon satisfactory completion of work. Whenever an owner supplies funds, these funds shall be escrowed along with the rehabilitation loan, or other legally binding commitments satisfactory to the City shall be made in order to guarantee the availability of funds upon the completion of work by the selected contractor. Owner shall supply his/her portion of funds before contractor will commence project.

7. CONTRACTING REQUIREMENTS

- 7.1. The contract for rehabilitation will be let by the homeowner and will be between the homeowner and the contractor.
- 7.2. Contracting will be done on a competitive bid basis. The City, after consultation with the homeowner, will prepare a bid package consisting of detailed work specifications, contract document, cost proposal form, and instructions to the bidder. Bids should fall within approximately ten percent (10%) of the cost estimate. Staff has the option to reject any bids that are not within ten percent (10%) of the cost estimate.
- 7.3. The City will maintain a list of contractors eligible to bid on work financed by housing rehabilitation loans. Such contractors must present evidence of their rehabilitation experience, ability to complete work items in a workmanlike manner, possession of liability and workman's compensation insurance, ability to work with the homeowner and City staff and to complete work on schedule. Contractors not on this list must supply evidence of their qualifications to the homeowner and shall be reviewed for approval by the City. All contractors performing work under this program shall obtain city privilege licenses and must possess other contracting licenses as required by the adopted building codes.

- 7.4. Contractors shall be permitted one partial payment during construction. This payment shall be eighty percent (80%) of the value of work completed when fifty percent (50%) or more of the work is completed.
- 7.5. Contractors must supply lien waivers and warranties to the homeowner upon the completion of work. All workmanship shall be guaranteed for at least 12 months following acceptance of the work by the homeowner and rehabilitation specialist.
- 7.6. All Change Orders to the bid specifications must be approved by both the homeowner and the City of Hickory. Loan funds shall not be advanced beyond the permitted maximum to cover change orders.
- 7.7. In the event of any dispute between the homeowner and the contractor concerning the rehabilitation work, the City Housing Rehabilitation Specialist will work with both parties to negotiate a satisfactory solution. If a mutually satisfactory solution cannot be found, the Citizens' Advisory Committee will have final authority on when the job has been satisfactorily completed.

8. APPLICANT SELECTION AND UNDERWRITING CRITERIA

- 8.1. Applications for housing rehabilitation loans will be accepted on an on-going basis and advertised on the city website and through other means as the city deems fit.
- 8.2. Applications shall consist of three parts:
 - Application for determination of eligibility
 - Housing inspection report
 - Work write-up and cost estimate
- 8.3. All applications received during an open application period will be prioritized according to the order in which they are received and categorized according to income range requirements.
- 8.4. Applicants shall be responsible for providing all documentation required to determine program eligibility.
- 8.5. The Citizen's Advisory Committee will review the credit reports of all applicants for amortized loans. All applicants must have good credit, as determined by city staff as no charge offs, late payments, outstanding judgments or collections (excluding medical bills) for the past two years. Generally a Beacon Score of at least 600 will be required.
- 8.6. Applicants for amortized loans must possess the ability to pay back the loan through a debt to income ratio that must not exceed 42% of income. Income can be entitlements or employment.
- 8.7. The rehabilitation loan amount plus all additional encumbrances cannot exceed the estimated value of the structure to be rehabilitated. The city may require an

appraisal from a licensed real estate appraisal if the value of the property is in question.

- 8.8. The City of Hickory must be able to place a lien on the property in no worse than third position. The Citizen's Advisory Committee may make an exception to this depending on the amount of the other encumbrances.
- 8.9. Complaints concerning the housing rehabilitation loan program shall be in writing and addressed to the City's Housing Rehabilitation Specialist. This individual will contact the person making the complaint and attempt to resolve the problem. A written response will be made within 15 working days. If the complaining party is not satisfied with the response, he or she may file a complaint with the Citizens' Advisory Committee who will schedule a meeting with the complaining party. The decision of the Committee shall be final and will be made in writing within 5 days.

City of Hickory
Housing Rehabilitation Program

Optional Relocation Assistance for Temporary Move:

In order to carry out the objectives of the housing rehabilitation program in the City of Hickory, it will be necessary to adopt an Optional Relocation Benefit Policy to cover temporary relocation assistance for owner-occupants who are required to relocate due housing rehabilitation activities. This policy will cover the owner-occupant who chooses to move in with friends, relatives, or be relocated by City staff while the rehab work is undertaken. If a rehabilitation project is determined to involve lead hazard reduction temporary relocation is generally necessary. The City of Hickory will reasonably accommodate a temporary relocation by paying all or a portion of the costs incurred by the homeowner due to the temporary relocation. The exact temporary relocation plan will be discussed between the homeowner and City staff. It is recommended that homeowners make arrangements to move in with friends or family during the rehabilitation process.

There is an \$800 cap on the total amount of assistance distributed under this policy regardless of the options used below. City staff will work with the homeowner to develop a plan for relocation. Funds will be paid to the homeowner once the final relocation plan is developed. The optional benefits are as follows:

- 1) Reasonable rental subsidy to be paid to the owner-occupant by the City of Hickory while staying with friends or relatives during the rehab process. This amount will be determined by the City of Hickory and will cover increased utility costs and inconvenience to friends or relatives during the temporary move. This assistance is capped at \$250.
- 2) If owner elects to stay at an extended stay hotel, the city will pay related costs up to \$600.
- 3) Moving and storage costs will be eligible and will be determined by the City of City of Hickory on a case-by-case basis. Generally, furniture and possessions will be able to remain in the housing unit provided that they are protected by plastic sheeting or another material. Moving and storage costs are capped at \$400.
- 4) Food costs related to additional costs of eating out because of the relocation are capped at \$200.

Interim Controls for Elderly Homeowner for Projects Built Before 1978

An elderly relocation waiver can be signed provided that the following guidelines are met:

- 1) Homeowner is at least 62 year old.
- 2) Property was built before 1978.
- 3) Homeowner signs the elderly waiver for relocation.