

A G E N D A

HICKORY CITY COUNCIL

September 6, 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 6, 2016
7:00 p.m.

- I. Call to Order
- II. Invocation by Rev. Whit Malone, Pastor, First Presbyterian Church
- III. Pledge of Allegiance
- IV. Special Presentations
- 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.
- VI. Approval of Minutes
 - A. Regular Meeting of August 16, 2016. **(Exhibit VI.A.)**
 - B. Special Meeting of August 24, 2016. **(Exhibit VI.B.)**
- VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.
 - A. 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)**
 - 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.
- A. 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). (Exhibit VIII.A.)**
 - B. 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). (Exhibit VIII.B.)**
 - C. Call 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). (Exhibit VIII.C.)

- D. Call 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). (Exhibit VIII.D.)**
- E. Call 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). (Exhibit VIII.E.)**
- F. Call 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). (Exhibit VIII.F.)**
- G. Call 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). (Exhibit VIII.G.)**
- H. 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. **(Exhibit VIII.H.)**
- I. 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. **(Exhibit VIII.I.)**
- J. 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. **(Exhibit VIII.J.)**
- K. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Amerco Real Estate Company Described as PIN 3702-14-44-3045. **(Exhibit VIII.K.)**

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 3702-14-44-3045for installation of utilities infrastructure.

- L. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Ken Van Norstrand Described as PIN 3702-14-33-3509. **(Exhibit VIII.L.)**

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. 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. **(Exhibit VIII.M.)**

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. 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. **(Exhibit VIII.N.)**

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 Scree with washer-compactor and controls directly from Duperon Adaptive Technology in the amount of \$130,000.

- O. Approval of 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). **(Exhibit VIII.O.)**

- P. 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. **(Exhibit VIII.P.)**

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. 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. **(Exhibit VIII.Q.)**

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. Acceptance of the Grant of Six Automated External Defibrillators (AED) from Firehouse Subs Public Safety Foundation. **(Exhibit VIII.R.)**

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. Approval to Purchase Ten Specialized Police Package Emergency Vehicles for a Total Cost of \$270,751.90 from Asheville Ford. **(Exhibit VIII.S.)**

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. Budget Revision Number 6. **(Exhibit VIII.T.)**

1. *To appropriate a total of \$16,000 from the Stormwater Fund Balance towards the Sinkhole repair project on US 70. Funds will be used for contract with TGS Rights-of-Way, LLC for right-of-way and easement services for the drainage project in the area of US 70 SE and 7th Street SE.*
2. *Per auditor's recommendation, to restate the Amendment of the Business Park 1764 Capital Project Ordinance (#B1B001) that was approved on April 5, 2016 for \$547,385 on Budget Ordinance Amendment #20. The restatement specifically clarifies this Amendment as a Capital Project Ordinance Amendment enacted for the duration of the life of the project.*
3. *Per auditor's recommendation, to restate the Amendment of the Central Business District Waterline, Sewerline, and Storm Drainage Rehabilitation Project (#803302) that was approved on March 1, 2016 for \$17,000 on Budget Ordinance Amendment #17. The restatement specifically clarifies this Amendment as a Capital Project Ordinance Amendment enacted for the duration of the life of the project.*
4. *Per auditor's recommendation, to restate the Amendment of the Bond Administration Project (#B1M001) that was approved on April 5, 2016 for \$27,000 on Budget Ordinance Amendment #19. The restatement specifically clarifies this Amendment as a Capital Project Ordinance Amendment enacted for the duration of the life of the project.*
5. *To appropriate a total of \$26,000 from General Fund Contingency and transfer to the Stormwater Fund towards the pumping equipment rental costs associated with the Sinkhole repair project on US 70.*
6. *To appropriate a total of \$36,000 from General Fund Contingency and transfer to the Stormwater Fund towards the design work for the initial cost estimates of the Sinkhole repair project on US 70.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. Consideration of 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). **(Exhibit XI.A.1.)**

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.

2. 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) **(Exhibit XI.A.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.

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)
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)

VACANT

VACANT

VACANT

VACANT

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

HISTORIC PRESERVATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms (Appointed by City Council)
Building Trades Profession (Council Appoints) VACANT
At-Large (1) (Council Appoints) VACANT

Mayor Wright to nominate Thomas Dobbins, At-Large Representative and Dale Rockensuess as the Building Trades Profession Representative for the Historic Preservation Commission.

INTERNATIONAL COUNCIL

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

Alderman Seaver to nominate Justin Davis to the International Council.

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

- 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, August 16, 2016 at 7:00 p.m., with the following members present:

	Rudy Wright	
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 Wright called the meeting to order. All Council members were present except for Alderman Lail.
- II. Invocation by Rev. Lori Blocker, Associate Pastor for Pastoral Care, Corinth Reformed Church
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Special Meeting of July 29, 2016

Alderman Seaver moved, seconded by Alderman Zagaroli that the Minutes of July 29, 2016 be approved. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Seaver seconded by Alderman Zagaroli and the motion carried unanimously.
 - B. Regular Meeting of August 2, 2016

Alderman Guess moved, seconded by Alderman Seaver that the Minutes of August 2, 2016 be approved. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Guess 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.

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

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

 - A. Acceptance of a Temporary Construction Easement for the Property of Jacomine Investments, LLC, PIN 3703-19-50-1115 for Installation of Utilities Infrastructure. (First Reading Vote: Unanimous)
 - B. Acceptance of a Temporary Construction Easement and Permanent Storm Drainage Easement for the Property of Jacomine Investments, LLC, PIN 3702-07-59-1955 for Installation of Utilities Infrastructure. (First Reading Vote: Unanimous)
 - C. Acceptance of a 7.5 foot Temporary Construction Easement for the Property of Arthur Plaster and wife, Nancy Plaster Described as PIN 3703-19-50-1165 for Installation of Utilities. (First Reading Vote: Unanimous)
 - D. Acceptance of a 25 foot Temporary Construction Easement and a 25 foot Permanent Sanitary Sewer Line Easement for the Property of Sharon Ann Hahn Described as PIN 3724-18-31-6461 for Installation of a Sanitary Sewer Line. (First Reading Vote: Unanimous)
 - E. Approval to Purchase Two 2017 F150 Extended Cab Trucks for the Fire Department's Fire and Life Safety Division from Asheville Ford in the Amount of \$22,191.45 each. (First Reading Vote: Unanimous)
 - F. Approval of a Lease Agreement for Property Located at 304 3rd Street SW, Hickory to Jamie Janine Reed and Christopher Martin Stevey. (First Reading Vote: Unanimous)
 - G. Budget Revision Number 2. (First Reading Vote: Unanimous)

- H. Consideration of Designating Lyerly Full Fashioned Mill as a Local Historic Landmark. (First Reading Vote: Unanimous)
 - I. Agreement with North Carolina Department of Transportation for Repairs to the “Sinkhole Property” on Highway 70. (First Reading Vote: Unanimous)
 - J. Budget Revision Number 3. (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.

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

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

- A. Called for a Public Hearing – Consideration of 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) (Authorize Public Hearing for September 6, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).
- B. Called for a Public Hearing – 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) (Authorize Public Hearing for September 6, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).
- C. Approved on First Reading the Purchase of 75 Dell Latitude 14 Rugged Laptops from GovConnection at a Total Cost of \$115,857.75.

Recent security and capability upgrades to the Hickory Police Department’s mobile technology platform make it necessary to have mobile computers in the field that are powerful enough to run the programs utilized by patrol officers and operate effectively in a harsh environment. The purchase of these laptops is a necessary step in a larger budgeted project for this fiscal year to add internet access to all patrol units. This will allow officers in the field to access a host of internet based applications to assist in investigations and officer safety. These laptops are ruggedized and are powerful enough to allow officers to write incident and accident reports, connect to several regional law enforcement data sharing networks, write electronic tickets, receive important information about callers or locations they are dispatched to, and have access to electronic departmental resources out in the field. The Dell Latitude 14 Rugged best meets the needs of officers in regards to form, price, warranty, and service. By purchasing from GovConnection the City receives the discount pricing already gained through a governmental bid process ensuring the lowest possible price. Hickory Police Department requests Council’s approval of the purchase of 75 Dell Latitude 14 Rugged laptops from GovConnection at a total cost of \$115,857.75. Funds are budgeted in FY16/17 for this purchase.

- D. Approved the Special Event Activities Application Safe Harbor Rescue Mission Bedspread Derby, Laura Garland, Volunteer for Safe Harbor Rescue Mission, August 20, 2016, 7:00 a.m. to 3:00 p.m., Transportation Insight, 310 South Main Avenue Way SE.
- E. Approved the Special Event Activities Application Ridgeview Community Block Party 2016, MPO Michael Crisp, Hickory Police Department, August 25, 2016, 5:00 p.m. to 10:00 p.m., Taft Broom Park, 115 7th Avenue SW.
- F. Accepted on First Reading a Temporary Construction Easement and Permanent Easement for the Property of Capital Concepts Properties Limited Partnership Described as PIN 3702-13-14-6529.

Staff requests acceptance of a temporary construction easement and a permanent easement for the property of Capital Concepts Properties Limited Partnership described as PIN 3702-13-14-6529 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 Capital Concepts Properties Limited Partnership described as PIN 3702-13-14-6529 for installation of utilities infrastructure.

- G. Accepted on First Reading a Temporary Construction Easement and Permanent Easement for the Property of Gateway 4 Properties, LLC Described as PIN 3702-09-15-6460.

Staff requests acceptance of a temporary construction easement and a permanent easement for the property of Gateway 4 Properties, LLC described as PIN 3702-09-15-6460 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 Gateway 4 Properties, LLC described as PIN 3702-09-15-6460 for installation of utilities infrastructure.

- H. Accepted on First Reading a Temporary Construction Easement and Permanent Easement for the Property of Walter Stephen Ikerd Described as PIN 3702-13-14-4561.

Staff requests acceptance of a temporary construction easement and a permanent easement for the property of Walter Stephen Ikerd described as PIN 3702-13-14-4561 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 Walter Stephen Ikerd described as PIN 3702-13-14-4561 for installation of utilities infrastructure.

- I. Accepted on First Reading a Temporary Construction Easement and Permanent Easement for the Property of Record Properties, Inc. Described as PIN 3703-19-50-1523.

Staff requests acceptance of a temporary construction easement and a permanent easement for the property of Record Properties, Inc. described as PIN 3703-19-50-1523 for installation of utilities infrastructure. The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. 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 Record Properties, Inc. described as PIN 3703-19-50-1523 for installation of utilities infrastructure.

- J. Accepted on First Reading 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.

Staff requests 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 for installation of utilities infrastructure. The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends 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 for installation of utilities infrastructure.

- K. Accepted on First Reading 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.

Staff requests acceptance of a temporary construction easement and a permanent sanitary sewer/storm drainage easement for the property of Alpha Office Group, LLC described as PIN 3702-07-59-1906 for installation of utilities infrastructure. The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. 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 permanent sanitary sewer/storm drainage easement for the property of Alpha Office Group, LLC described as PIN 3702-07-59-1906 for installation of utilities infrastructure.

- L. Accepted on First Reading 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.

Staff requests 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 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 easement was negotiated for a total sum of \$2,500 and one 4-inch service connection in exchange for the easement. Staff recommends acceptance of a 25 foot temporary construction easement and a 25 foot permanent sanitary sewer line easement for the property of Jerry Lynn Hefner described as PIN 3724-18-31-6143 for installation of a sanitary sewer line.

- M. Approved a Resolution to Declare Library Materials as Surplus and Donate the Materials to the Friends of the Library.

Staff requests approval of a Resolution to declare surplus 8,515 discarded library materials. These materials will be donated to the Friends of the Library to be sold at the Friends October 2016 book sale and/or at the "Corner Book Store" at Patrick Beaver Memorial Library. The sale of the donated and discarded books is the primary fundraising activity of the Friends of the Library, and discarded library materials comprise a significant portion of their inventory. The sale of these items ultimately benefits the library and is an appropriate means of disposing of unneeded materials. Staff recommends Council's approval of the Resolution to declare the library materials as surplus and donate the materials to the Friends of the Library for their use at the annual October book sale and/or the "Corner Book Store".

Public Notice advertised on August 6, 2016 in a newspaper having general circulation in the Hickory area.

RESOLUTION NO. 16-17
A RESOLUTION OF THE HICKORY CITY COUNCIL
DECLARING SURPLUS LIBRARY BOOKS AND
AUTHORIZING DONATION TO THE FRIENDS OF THE LIBRARY

WHEREAS, the Hickory Public Library declares a list of 8,515 discarded, out of date in poor condition, or no longer needed to meet the collection development goals of the library; and

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

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

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

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

SECTION 2. This Resolution shall become effective upon adoption.

- N. Accepted on First Reading the Bid and Award the Contract to Maymead, Inc. for Pavement Resurfacing with Fiscal Year 2016-2017 Federal Funds.

Staff requests acceptance of the bid and award of the resurfacing contract utilizing federal funds to the responsible responsive low bidder, Maymead, Inc. for asphalt resurfacing in the amount of \$51.75 per ton for S9.5A asphalt surface, \$51.75 per ton for S9.5B asphalt surface, \$51.75 per ton for S4.75A asphalt surface, \$400 per ton for binder, \$8 per square yard for asphalt milling (100-1,000 square yards), \$4 per square yard for asphalt milling (1,001-3,000 square yards), \$3.50 per square yard for asphalt milling (3,001-6,000 square yards). Staff prepared formal bid documents for an estimated 2,028 tons of asphalt surface course and up to 6,000 square yards of asphalt milling. Three bidders submitted sealed bids: J.T. Russell & Sons, Inc., Maymead, Inc., and Midstate Contractors, Inc. Maymead, Inc. was the lowest bidder with a total bid amount of \$149,525. Contractor's prices are firm until June 30, 2017. Projects will be coordinated and overseen by the City's Engineering Division and Street Division staff for the duration and completion of the resurfacing. Currently, there is \$92,000 in the Community Development Block Grant Public Infrastructure line item, additional unbudgeted program income may be added if it

becomes available over the FY 15-16 year. Staff recommends acceptance of the bid and award the contract to Maymead, Inc. for the pavement resurfacing projects.

- O. Accepted on First Reading the Bid and Award the Contract to Maymead, Inc. for Pavement Resurfacing for Fiscal Year 2016-2017.

Staff requests acceptance of the bid and award of the annual resurfacing contract to the responsible responsive low bidder, Maymead, Inc. for asphalt resurfacing in the amount of \$51.75 per ton for S9.5A asphalt surface, \$51.75 per ton for S9.5B asphalt surface, \$51.75 per ton for S4.74A asphalt surface, \$400.00 per ton for binder, \$2.00 per sq. yd. for asphalt milling (1,000-10,000 sq. yds.) and \$1.50 per sq. yd. (10,001-20,000 sq. yds.). Staff prepared formal bid documents for an estimated 10,650 tons of asphalt surface course in place and up to 20,000 square yards of asphalt milling. Four bidders submitted sealed bids: Carolina Paving of Hickory, Inc., J.T. Russell & Sons, Inc., Maymead, Inc., and Midstate Contractors, Inc. Maymead Inc., was the lowest bidder with a total bid amount of \$777,500 (\$338,750 for the Fall 2016 Schedule, and \$388,750 for the Spring 2017 Schedule). Contractor's prices are firm until June 30, 2017. Projects will be coordinated and overseen by the City's Engineering Division and Street Division staff for the duration and completion of the resurfacing. This work is budgeted in the Street Division's fiscal year 2016-2017 budget. Staff recommends acceptance of the bid and award the contract to Maymead, Inc. for the annual resurfacing projects.

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

The following request was considered by the Citizens' Advisory Committee at their regular meeting on August 4 2016:

- Vickie Pope, 1015 22nd Street NE, Hickory, was awarded a City of Hickory's Housing Rehabilitation Loan in the amount of \$9,086.00. She received the loan in 2004 and has made payments in a timely manner. The loan amount to date is \$4,327.65. Ms. Pope is in need of replacing her heat system in the house. The Citizen's Advisory Committee recommends approval to increase her loan to \$10,000.00. This would include the remaining \$4,327.65 currently owed with an additional \$5,672.35.

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

Each of the following applicants are being recommended for approval for assistance under the City of Hickory's 2015 and 2016 Urgent Repair Program. This program provides qualified low income citizens with assistance for emergency-related repairs not to exceed \$8,000.

- Eula Ruff, 226 8th Avenue SE, Hickory
- Kevin Lackey, 950 13th Street SE, Hickory

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

- Q. Approved on First Reading Budget Revision Number 4.

ORDINANCE NO. 16-35
BUDGET REVISION NO. 4

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	7,749	-
TOTAL	7,749	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenue	290	-
Other Revenue Sources	7,459	-
TOTAL	7,749	-

SECTION 2. To amend the Water & Sewer Fund within the FY 2016-17 Budget

Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	9,538	-
TOTAL	9,538	-

To provide funding for the above, the Water & Sewer Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	9,538	-
TOTAL	9,583	-

SECTION 3. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and the City Manager (Budget Officer) and the Finance Officer for their direction.

IX. Items Removed from Consent Agenda – None

X. Informational Item

- A. Report of Alderman Guess’ Travel to Washington, D.C. July 14, 2016 (Flight - \$1,026.34; Meal Per Diem - \$33).
- B. Report of Alderman Tarlton’s Travel to Washington, D.C. July 14, 2016 (Flight - \$1,026.34; Meal Per Diem - \$33, Uber/Taxi - \$50.07).
- C. Report of Mayor Wright’s Travel to Washington, D.C. July 14, 2016 (Flight - \$1,026.34; Meal Per Diem - \$33).

Mayor Wright advised that he, Alderman Tarlton, Alderman Guess, Governmental Affairs Manager Yaidee Fox, and her assistant went to Washington to make a plea for the TIGER Grant and also to make a plea for money for the sinkhole repairs. He commented it was a whirlwind trip, and decided close to the last moment because they found out that the day of decision was nigh. They thought they had two or three more weeks. It was a relatively pricey trip, but that is what happens when you get an up and back trip. It was clearly a business trip, and sort of last minute. The trip was meaningful for them, and for the people they talked with. The City didn’t get the TIGER Grant. He thought that everybody that was sitting in on the meetings would tell you that it was strictly political. The City deserved it. We didn’t get it. These were the grants that two years running we haven’t gotten. Charlotte had received one. Wilson had received \$10 million dollars. Goldsboro had received two \$5 million dollar grants. He advised that the City was doing what they could. He advised that they walked the halls, begged, whined, grumbled, but they couldn’t demand because they would have gotten kicked out. The City didn’t get it, but the taxpayers and residents of Hickory deserve it.

XI. New Business:

A. Public Hearings

- 1. Approved a Voluntary Contiguous Annexation of Property owned by Michael and Louise Maguth, 1730 30th Avenue Court NE.

Michael and Louise Maguth submitted a petition for the voluntary contiguous annexation of 1.005 acres of property located at 1730 30th Avenue Court NE. The annexation area is the proposed location of a single-family residence. The annexation is being requested in order to gain water and sewer service from the City of Hickory. The subject property is currently located within the City’s extra-territorial jurisdictional area (ETJ), and zoned Medium Density Residential – 2 (R-2). The petitioner has requested the property retain its current zoning classification upon annexation. The current tax value of the vacant land is \$24,800. If annexed with its present value, the property would generate approximately \$140.50 in additional tax revenues. The estimated tax values of the five adjacent single-family residences is currently \$269,660. If the residence constructed on the proposed property holds a similar tax value, then the tax revenue would increase to \$1,527.62. Staff finds the petition to be in conformity with applicable statutes, and recommends approval of the voluntary annexation petition.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on August 5, 2016.

Interim City Manager Andrea Surratt asked the Planning and Development Director Brian Frazier to the podium to present Council with a request for voluntary contiguous annexation of property located at 1730 30th Avenue Court NE.

Planning and Development Director Brian Frazier presented a PowerPoint presentation to Council. He discussed the voluntary contiguous annexation of property owned by Michael and Louise Maguth located at 1730 30th Avenue Court NE, off of 16th Street NE. The property contained a little over an acre in size and was located closest to Ward 2. The property is currently vacant residential property. He advised the current value of the land was \$24,800. The future development was planned to be a single family residence, as are the others in the area. He advised that the property was in the Lawson's Creek area and the average values of adjacent residential properties was \$269,660. The annexation was requested by the applicants to gain connection to the City's sanitary sewer system. He showed a map pointing out the properties currently located in the City, the properties currently located in the extra-territorial jurisdiction (ETJ), the subject property owned by the Maguth's, Lawson's Creek Subdivision, and Sandy Ridge Road. He showed an aerial ortho photograph of the neighborhood and pointed out the subject property, and Lawson's Creek. He pointed out the current zoning of PD, and Residential R2, which the subject property would be located within the Lawson's Creek Subdivision. Staff found that the voluntary annexation complied with all of the applicable annexation statutes. Public services are available, after talking to all of the pertinent Department Heads, to serve the proposed single family residential structure and the annexation of the property will not cause available public services to fall below standard acceptable levels. Staff recommended approval of the annexation.

Mayor Wright asked if the City had annexed all of the properties in Lawson's Creek that had asked to be annexed.

Mr. Frazier responded he thought that was correct.

Mayor Wright asked if all properties in there had been annexed.

Mr. Frazier commented yes, they have City water and sewer.

Mayor Wright asked if they had been annexed.

Mr. Frazier responded yes.

Mayor Wright commented if they hadn't been annexed then they would pay higher rates for water and sewer.

Mr. Frazier responded that is correct. He believed that they had been annexed. He advised that this was new construction and there were still several vacant lots in that subdivision area.

Mayor Wright commented not that he was suggesting that it would be proper, but his guess was the City actually losses a little money by annexing them.

Alderman Seaver commented it depends on the value of the property.

Mr. Frazier responded we might.

Mayor Wright commented that we are giving up the premium on the utilities and gaining \$140 in taxes. He wasn't suggesting that was germane to anything, but people might be interested in the process that Council goes through when trying to make the proper decision. He explained the rules for conducting the public hearing. He declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. He asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Wright closed the public hearing.

Mayor Wright moved, seconded by Alderman Guess approval of the Voluntary Annexation Ordinance for the property located at 1730 30th Avenue Court NE. The motion carried unanimously.

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

ANNEXATION ORDINANCE NO. 432
VOLUNTARY ANNEXATION ORDINANCE (CONTIGUOUS)
Michael Maguth and wife, Louise Maguth

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 16th day of August, 2016, after due notice by publication on August 5, 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 August 31, 2016.

CONTIGUOUS ANNEXATION
DESCRIPTION FOR
MICHAEL MAGUTH AND WIFE, LOUISE MAGUTH
1730 30TH AVENUE COURT NE, HICKORY NC 28601

Beginning at an iron pin in the southern margin of 30th Avenue Court NE (S.R. 1401), said iron pin marking the northwest corner of Lot 79 of Lawson's Creek Subdivision, Phase 3-B, as shown on a plat recorded in Plat Book 61 at Page 164, Catawba County Registry, and lying North 63° 22' 55" West 158.29 feet from a spike in the center of the intersection of 30th Avenue Court NE and 30th Avenue Place NE, and proceeding thence with the western lines of Lots 79, 80, and 81 of Lawson's Creek Subdivision South 34° 32' 15" West 300.88 feet to an iron pin in the northern line of Roger L. Vanskike and, subsequently, Jonathan A. Moseley (see Book 3029 at Page 1242) North 55° 59' 30" West 144.79 feet to an iron pin in the southeast corner of Joshua A. Bengé (see Book 3242 at Page 1726); thence with Bengé's eastern line North 34° 29' 1 0" East 302.70 feet to an iron pin in the southern margin of 30th Avenue Court NE; thence with the southern margin of 301h Avenue Court NE South 55° 16' 30" East 145.07 feet to the Beginning, and containing approximately 1.00 acre, according to a survey by James D. Ferguson, P.L.S., dated July 29th , 2014.

Section 2. Upon and after the 31st day of August, 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 31st day of August, 2016.

2. Approved Petition 16-02 for Installation of Curb and Gutter along a Portion of the North Side of the 3300 Block of 48th Avenue Lane NE.

The City Clerk received a petition from the owner of property along the north side of the 3300 block of 48th Avenue Lane NE to install curb and gutter along a portion of their street as per Section 29-2 of the Hickory Code of Ordinance. The petitioner(s) represents a majority, greater than 50 percent of the property owner(s) as well as a majority, greater than 50 percent, of the property footage of the property frontage requested in the petition and therefore qualifies as a valid petition. The City Clerk certified that notification of the public hearing on the preliminary assessment roll resolution was mailed to the owner of the property subject to assessment. Staff recommends Council's approval of the Resolution Directing that the Street Improvements Project Be Undertaken.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on July 22, 2016.

Interim City Manager Andrea Surratt asked the City's Public Services Director Chuck Hansen to the podium to present Council with Petition 16-02 for installation of curb and gutter along a section of the 3300 block of 48th Avenue Lane NE.

Public Services Director Chuck Hansen discussed Petition 16-02 with Council. He advised that Petition 16-02 was for curb and gutter, which followed the normal petition process. The petition was a single property owner petition for a corner lot. It met all of the requirements that the City had for curb and gutter petitions. He referred to page 247 of the Agenda and advised that the property was located just off of Sulphur Springs, 3313 48th Avenue Lane NE, out past Wandering Lane on the left going out Sulphur Springs Road. The property owner initiated this petition. Staff had evaluated the petition and recommended approval of the petition.

Mayor Wright confirmed that no one was affected except for the one property owner.

Mr. Hansen advised just one property owner, a corner lot, containing approximately 250 feet. They are curbing both sides of their corner lot.

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

Alderman Patton moved, seconded by Alderman Zagaroli approval of the Resolution directing that the street improvements project be undertaken. The motion carried unanimously.

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

RESOLUTION NO. 16-18
Resolution Directing That Street Improvement Project Be Undertaken
(No. 16-02)

WHEREAS, on July 7, 2016, the property owner of 3313 48th Avenue Lane NE, Hickory filed with the City Engineer of the City of Hickory a petition for improving said street by placing and constructing thereon curb and gutter according to plans and specifications on file in the office of the City Engineer; and

WHEREAS, the City Clerk has certified to the City Council of the City of Hickory that said petition is sufficient in all respects, the same having been duly signed by a majority in number of the owners, whose property represents a majority of all the lineal feet of frontage of the lands abutting upon the streets or portion of streets hereinabove described; and

WHEREAS, a Preliminary Assessment Resolution was adopted by this City Council and a public hearing thereon duly held.

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

1. That 3313 48th Avenue Lane NE, Hickory be improved by placing and constructing thereon curb and gutter under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina and the procedure therein established, and that said improvements be done by the City of Hickory or by contract after due notice and advertisement for bids, as outlined by Chapter 143, Section 129, of the General Statutes of North Carolina.
2. That 50 percent of the total cost of said improvement, exclusive of so much of the total costs as is incurred in improving the street intersections, be hereafter assessed upon the property receiving the improvements.
3. That the assessment herein provided for shall be payable in cash, or if any property owner shall so elect, in accordance with Chapter 160A, Sections 232 and 233, of the General Statutes of North Carolina, he shall have the option and privilege of paying the assessment in five (5) annual installments, said installments to bear interest at the rate of 8 percent per annum.

B. Departmental Reports:

1. Southside Brownfields Area-Wide Project Update.

The Brownfields Area-wide Planning Grant provides grants of up to \$200,000 to develop a plan for a small area that contains multiple known or suspect Brownfield sites. The grant is focusing on an area that generally includes the area of US 70 between US 321 and South Center Street. The City has established a Brownfield Advisory Group, has identified several catalyst sites, hired consultants, initiated a community engagement plan, and completed a base marketing and economic development study in the first year of the two year grant.

The Planning staff will hold planning workshops on August 23 through August 25, 2016 with the local community to plan for the beneficial reuse of brownfield sites along the Hwy 70 corridor and surrounding neighborhoods.

Interim City Manager Andrea Surratt advised that the departmental report would be from Planning and Development Director Brian Frazier and Harold Thurston from Amec. She advised the City had a Southside Area Brownfield project in the works and Staff wanted to update Council on that. Mr. Frazier would discuss that and then turn the discussion over to Mr. Thurston for additional information.

Planning and Development Director Brian Frazier discussed some background on the grant. The City was awarded \$200,000 from the EPA in 2015 to complete a Brownfield area-wide planning study for the US 70 southwest area. The two year grant ran from August 2015 to July 2017. He advised they were entering into the second year. Only 20 grants were awarded that year nationwide and Hickory was the only recipient of this Federal money, which is extremely difficult to get. We were the only recipient in the State. He presented a PowerPoint presentation and pointed out the target area on an aerial ortho photograph. He pointed out Interstate 40, Highway 70, Highway 321, Highway 127 and Center Street. He pointed out the old City landfilled near the Putt-Putt golf course, the old Sky City, Midland Plaza, there was a laundry mat furthest to the east, which was a contaminated site. He pointed out the Pet Dairy, the abandoned former Contract Seating, Southside Heights Subdivision, an abandoned gas station, an old woodshop/framing shop, and Joan Fabrics. He advised that was the study area that they had. The southern boundary ran just behind the old Catawba Furniture Mall, the U-Haul facility, Highway 321 to the west, Interstate 40 to the southeast, and to the north 7th Avenue SW. The area encompassed part of West Hickory, Ridgeview, and the Green Park Neighborhoods. He advised that Staff had their active support.

Mr. Frazier discussed the work completed to date. They initiated extensive community engagement. He advised that was one thing that the EPA really wanted. Amec Foster Wheeler hired a subcontractor to have that extensive public process and initiate that citizen engagement plan that they had to develop with Amec Foster Wheeler with the approval of EPA. Staff had conducted meetings with numerous stakeholders, reformed the Brownfield Advisory Group (BAG), property owners, business owners, a ministers meeting with Alderman Guess, community leaders, community activists, members of the Hickory Housing Association, the school district, members of the Hmong community, and Central Latino. They had all kinds of public support. To date they had contracted and spoken to, by phone, email, or in person over 200 individuals. They completed the review of their existing plans related to the project area that he previously showed Council. They identified those potential catalysts sites such as Pet Dairy, Joan Fabrics, the old laundry mat and gas station. Those catalysts sites are the principle sites in that neighborhood study area. If redeveloped it could really turn that neighborhood around. This was a planning and a future redevelopment study. The City's consultants completed a baseline real estate market analysis. They will be doing more work on that as they go. He displayed photos of some of the potential sites: the old Midland Plaza, Sky City, the drycleaner, the former Contract Seating on 4th Street Drive behind the U-Haul facility, the former Pet Dairy building, and the former Joan Fabric site. He advised Wallace brothers had bought and were renovating part of that site. He showed the abandoned gas station which had been under DEQ monitoring for a number of years. He advised that those were catalysts sites and there were several other sites within the area, a lot of old gas stations, and woodshops associated with the furniture industry that they will be looking at. He introduced Harold Thurston, Associate Project Manager for Environment and Infrastructure at Amec Foster Wheeler, out of Durham. They had been the City's consultants on this two year grant and they were also the City's consultants for the 2012/2015 EPA environmental assessment grant where they conducted close to three dozen assessments utilizing \$400,000. He advised that the City was now up to a million in Brownfield money. He just found out that the next round of funding, the notice of funding availability, was coming out in mid-September. With Council's permission Staff would look to apply for additional

monies, possibly up to half a million dollars of this next grant. He asked Mr. Thurston to the podium to continue the presentation.

Associate Project Manager for Environment and Infrastructure, Amec Foster Wheeler, Mr. Harold Thurston continued the presentation. He advised that they had done the market analysis and also had to look at all of the environmental information that was available on all of the catalyst sites. He mentioned that the grant came about years ago when they were doing the assessment grant. They were allowed to use some planning money as part of the assessment grant. The advisory group identified some sites in which they wanted to do some planning in the areas. With the assessment grant they were very limited on how much money they could spend on planning. They really want it for assessment. The area got larger and larger. The advisory group wants the study area that they have now. They realized they couldn't pay for it under the old grant. They decided to look for the area-wide planning grant. The way they will leverage the previous grant is during the assessment grant they will gather some of the environmental information on those catalyst sites. The idea is finding the best use of that property with the environmental information knowing what contaminates are on that property. For instance if you want to use residential, you may not be able to put residential on certain properties that are highly contaminated. Likewise, warehousing works anywhere. They look at what is the highest and best use of these properties based on the current environmental condition and whether or not remediation needs to be done.

Mr. Thurston discussed their next steps. They were conducting a planning workshop, which would include all the research, and all the study work. The workshop will be a three day process, involving the community to give their ideas and recommendations on what to use it for or what to do with it in those areas. They have a kickoff meeting on August 23rd, which is an evening meeting just to kick it off to explain the process to everyone. The big day will be on August 24th which is an open studio planning workshop. It will be a drop in approach from 11:00 a.m. to 7:00 p.m. to make it easy for residents to participate, so they can drop in anytime. The team participating in the workshop will include three planners, a landscape architect, a real estate analyst, City Staff, and Mr. Thurston. Some of the planners have graphic capabilities. They have prepared large maps which they will lay out on tables. The maps will show the catalyst sites, the streets, and the land use. They will place tracing paper on top of the maps. As ideas are presented by citizens they will have the planners with graphic capabilities draw the concepts as they come up. Simultaneous, the real estate analyst will be doing project performance on these ideas. If someone has an idea for development at the Pet Dairy site, he will be able to run the numbers right there to determine whether or not that would be a profitable development. The workshop will conclude on the August 25th with a presentation of the concepts and ideas presented from the residents. It will all be culminated and available for everyone to review. These concepts and recommendations will be taken back at the end of the workshop, and they will work with City Staff to refine the concepts, refine the ideas, discard the ones that aren't going to work, keep the ones that they think will work, and work on preparing the plan. They will go through a formal process to finalize the plan. They are excited about the next week. It had been a great project, and the area has a lot of potential. Everyone that who had come through and walked the sites felt there was so much that they could do here. Everyone is very positive and looking forward to kicking off the workshop.

Alderman Guess asked how this had been advertised to the public.

Mr. Frazier advised it had been advertised on the City's website, press releases done by Communications, and in the newspaper. They had also contacted the Housing Authority, the school district, and neighborhood associations had passed out flyers. There had been over 200-250 flyers posted at various buildings. Inga Kennedy had literally gone door to door in those neighborhoods making the residents aware of the meetings, and if they want to talk about the future redevelopment, and the safety environmental health of their properties in contiguous sites, now is the time to come. It had been a very extensive effort and EPA was very pleased.

Alderman Seaver mentioned that the rate for getting information out to people and getting them to understand it was to be hit seven times. He didn't know if that was more or less now with the electronic age.

Mr. Frazier advised that they had been hit a lot. They had been hearing it over and over since it was scheduled several months ago.

Alderman Tarlton advised he had seen it at a couple of places.

Interim City Manager Andrea Surratt added the work that they are doing is really about making that area more business friendly, because those are sites that need private investment. All of these designs and concepts are for private investors to come in. The steps have been taken already. The due diligence is being done, the pro-formas are being developed for those sites so private investors can make those business decisions faster and easier. The City does not have property that they, the City government, are trying to develop in that area. That was not what the plan was about. It was about promoting the private property that needs to turnover so that those neighborhoods can experience some redevelopment.

Alderman Seaver asked about the old Joan Fabrics facility. He asked if Wallace Roofing had bought part of it.

Mr. Frazier advised they had bought one of the parcels and they had been doing a building renovation interior and exterior. The other parcel is still vacant.

Alderman Guess advised it was going to be a car lot. He advised someone was also looking at the site right beside of it.

Alderman Tarlton questioned if it was the big building.

Alderman Guess responded yes, it use to be Joan Fabrics.

Mr. Frazier advised that the environmentals looked good on that site too.

Mr. Guess advised this person was real appreciative of the Brownfield study and what all it was able to do for him to help him make a decision as to whether or not he should buy that property. As we all know there were some questions in peoples mind. Once that was done it alleviated all the questions he had, and he didn't hesitate to purchase the property.

Mr. Frazier advised since 2007 the City had been extremely fortunate because there is a lot of properties out there that they knew were dirty. They didn't know how dirty they were, but none of them have come out as nasty as they thought they could have been, and that was just one example. They thought there was going to be a lot of problems, but there really wasn't much of anything.

Alderman Guess commented it was a tremendous savings to the property owner.

Mr. Frazier commented these grants were great, because the ones that they had to date, there had not been a single penny of local match. It is our taxpayer dollars, but having that local match sometimes is tough when you have to do grant triage.

Mayor Wright commented it looks a lot better, which is the obvious, but it really looks good.

Alderman Zagaroli advised he was under the impression that Pet Dairy was owned by Benny Yount.

Mr. Frazier confirmed that was correct. He had redevelopment plans for the site but they did not happen for whatever reason, but that site is still developable. They had talked to Mr. Yount. One of his staffers was representing him on the Brownfield Advisory Group as a business owner in that area. They had been very connected with him.

2. Appointments to Boards and Commissions

BOND IMPLEMENTATION COMMISSION

(Terms Expiring 2-1; 3 Year Terms) (Appointed by City Council)

Mayor's Appointment

Unexpired Term of Charlie Dixon (2-1-19)

Community Relations Council appointed Crystal Killian as the ex-officio representative on the Bond Implementation Commission to fulfill the unexpired term of Adelia Parrado-Ortiz who resigned.

Mayor Wright nominated Eloise (Ellie) Bradshaw to the Bond Implementation Commission to fulfill the unexpired term of Charlie Dixon.

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)
 Caucasian (Council Appoints) VACANT
 Other Minority (Council Appoints) VACANT
 Other Minority (Council Appoints) VACANT

Mayor Wright nominated David Walker as Caucasian Representative on the Community Relations Council.

HICKORY REGIONAL PLANNING COMMISSION

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments) (Appointed by City Council)
 Ward 2 (Tarlton Appoints) VACANT
 Burke County (Mayor to Nominate) VACANT

Alderman Tarlton nominated Noah Geoghegan as Ward 2 Representative on the Hickory Regional Planning Commission.

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
 At-Large (1) (Council Appoints) VACANT

Mayor Wright nominated Nancy Zagaroli as Historic Properties Representative for the Historic Preservation Commission.

INTERNATIONAL COUNCIL

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

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)

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

Emma Lail (At-Large Representative)

Lorenzo Nigrelli (At-Large Representative)
 Michael Sumpter (St. Stephens High School Representative)

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

Mayor Wright nominated Emma Lail (At-Large Representative), Lorenzo Nigrelli (At-Large Representative), and Michael Sumpter (St. Stephens High School Representative), to the Youth Council.

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

3. Presentation of Petitions and Requests

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

Interim City Manager Andrea Surratt reminded Mayor Wright of a CommScope video if he wanted Council to view it. She advised she had received an email from the Economic Development Corporation (EDC) explaining that August 16th was CommScope's 40th Anniversary. CommScope had become a global company, now employing nearly 25,000 people around the world, and more than 1,500 in Catawba County alone. A press release had been sent out and a flyer was left for each Councilmember.

The CommScope video was presented which included the history of CommScope.

Mayor Wright commented what a great story and there were a lot of local people involved in that in many ways and a lot of Lenoir-Rhyne graduates were involved in that. It is a local success story that would be the envy of most cities anywhere.

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

Alderman Seaver commented on a post that Allen Finley was sharing regarding an article on the front page of the Wall Street Journal about Hickory and the problems that the City has. He questioned if that was recent.

Discussion ensued regarding the article.

Mayor Wright referenced a rebuttal article written by Eric Cunningham. He mentioned that Mr. Cunningham had written a great article. Mr. Cunningham had attended CVCC for two years and was studying journalism at Appalachian. He commented the City had gotten a lot of attention more good than bad, but you hate to be in the Wall Street Journal on the front page with a paragraph leading off like that one did. He stated the worst one was a Facebook thing that listed the 20 cities with the highest opioid dependency in the country. It had Hickory at number five. Which is not true. We are not even number five in the State. Everybody in this country today has significant opioid dependency problems, and we are no different.

Alderman Tarlton responded that the medical community was the one that had to take care of that mess.

Mayor Wright stated they are starting now by law that they have to be a matching up of all of these prescriptions, so they see if people are doctor shopping. He advised there was an email that said why isn't the Mayor doing something about this? Mayor Wright advised that he had not prescribed a single opiate in his life. The City has been getting a lot of attention and the Wall Street Journal article was not our favorite moment. We have been getting good stuff. The yahoo "blurb" talked about a lot of great things about Hickory.

Alderman Zagaroli mentioned a positive article in USA.

Mayor Wright commented that they felt like they were moving in the right direction. He felt that the citizens believed that the City was moving in the right direction now.

Alderman Seaver commented let's keep the good things coming.

Alderman Tarlton advised that he had a copy of the article and they could copy it to share with everyone.

Mayor Wright referenced Council had previously honored the Hickory High School Golf team for winning the State Championship. He mentioned that there was a lot of discussion that J.T. Poston was the great quiet leader of that group. He advised that J.T. had just gotten his tour card. He thought that he was the first person in this area to ever have a tour card. He didn't know if Billy Joe Patton ever had one, or if he could have gotten it. Billy Joe finished second in the Masters one

time. A young man getting a tour card is a pretty big deal. Twenty-five people on the web.com tour are getting a card and he is one of them.

Alderman Tarlton questioned his rank.

Mayor Wright advised he was 11th now. He shot from 60th to 30th, to 19th, to 11th.

Alderman Tarlton commented he is on the verge of doing some great things.

Alderman Zagaroli advised that his Mr. Poston's grandfather had just moved back to Hickory.

Alderman Seaver commented he had said the City has a lot of very smart citizens in Hickory and very talented ones too. It starts from youngsters working. He mentioned that they were discussing that in the Sisters Cities meeting, and planning the Mayor's trip out to Germany next year.

Mayor Wright commented it might cost a little more than going to Washington.

Alderman Seaver advised that he heard some very good numbers today, it might even be cheaper than the trip to Washington.

Mayor Wright commented they come to this area a lot of times, and we have never gone there.

Alderman Seaver advised they are coming back next year too. The group's trip will try and be in August from the whole area.

XIV. Closed Session Per NC General Statutes §143-318.11(a)(1)(3)(6) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

Mayor Wright added discussion of a personnel matter (City Manager's position) to the closed session, pursuant to NCGS §143-318.11(a)(1)(6).

Mayor Wright moved that Council go into closed session to consult with the attorneys to discuss the items below and the addition of a personnel matter, seconded by Alderwoman Patton. The motion carried unanimously.

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

1. Approval of Closed Session Minutes of July 29, 2016, and August 2, 2016 - NCGS §143-318.11(a)(1)
2. Discussion of Litigation - Willie James Grimes vs. City of Hickory, et. al. File No. 5:14-CV-160 - NCGS §143-318.11(a)(3)
3. Discussion of Potential Litigation - NCGS §143-318.11(a)(3)

No action was taken upon return to open session.

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

Mayor

City Clerk

A Special Called Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Wednesday, August 24, 2016 at 4:00 p.m., with the following members present:

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

A quorum was present.

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

- I. Mayor Wright called the meeting to order. All Council members were present except for Alderman Tarlton.
 - a. Pledge of Allegiance
 - b. Invocation by Alderman Danny Seaver
- II. Review and consider approval of the Design Services Contract and an associated Budget Amendment to AMEC, Foster, Wheeler in the total lump sum amount of \$1,095,151.00 for the City Walk project including \$997,971.00 for design services, \$5,000.00 for subsurface utility location, \$12,600.00 for ROW document preparation, \$29,580.00 for site visits/inspections during construction, and \$50,000.00 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

Mayor Wright turned the meeting over to Interim City Manager, Andrea Surratt to present information related to the design services contract with AMEC, Foster, Wheeler for the City Walk project. Ms. Surratt recognized several members of the audience, including Ron Huffman and Harold Thurston, 2 members of AMEC staff present, and a number of the Chairs and Vice Chairs of the Bond Commission. Ms. Surratt thanked the Bond Commission members for their work and stated they had been very active in the selection process, reviewing the Request for Qualification (RFQ) submittals, participating in interviews of the top six firms and providing staff with feedback used for the joint recommendation of AMEC for the City Walk and Gateways projects.

Ms. Surratt recapped the process, beginning with the City asking the voters to establish a Bond Program. After the Bond Implementation Committee was created, the Committee spent approximately 12 months prioritizing projects before moving on to the RFQ process. Ms. Surratt explained that the RFQ was posted in May, City staff and Freese Nichols Inc. (FNI) staff reviewed submittals and interviewed the top six firms in June. The Scope and Fee development with AMEC has been ongoing for the past 6 or 8 weeks. City staff and FNI staff have reviewed the contract and there has been much discussion back and forth with AMEC staff. Ms. Surratt advised Council of the countless hours of staff time spent trying to adhere to the timeline established by the FNI Master Schedule and added there was a finite amount of time to get projects done. Ms. Surratt stated that staff's recommended firm for the City Walk was AMEC and added that collectively (staff and Bond Commission members) believed AMEC's selling point with everyone was their focus and recognition that Hickory had a story to tell and design elements of City Walk, such as environmental signage, could be used for story-telling. Ms. Surratt added that AMEC is the service provider to Norfolk Southern and has an established relationship with them, which is a tremendous asset. Additionally, they are a full-service engineering firm and offer a nice list of skillsets under one umbrella. Ms. Surratt stated that the overall cost of the Bond Project was \$35.5M, with the City Walk portion being \$15.1M. Ms. Surratt clarified that the design cost is 8.8% of the total project price, which is less than the general rule of thumb of 10% of the total construction budget. Ms. Surratt pointed out there was \$50,000K in the budget for additional expenses such as permits and fees with the grand total not to exceed \$1,095,151M. Ms. Surratt stated there were a number of pending grants that staff had applied for and that, if received, they could enhance the construction budget. Ms. Surratt assured Council that the process has and will continue to be very transparent with City staff, Bond Commission members and Council involvement throughout the process. Ms. Surratt talked about the redevelopment of Union Square, which was in the Land Design Plan and on the Bond Commission's list as an amenity. AMEC's plans include an update, more cosmetic than structural, to Union Square. Ms. Surratt told Council there would be at least three restrooms along the City Walk, potentially one at the Transportation Insight parking lot, one at the west end near the Friends of Hickory/Lowes Foods Park and the redevelopment of the existing restroom at Union Square. Ms. Surratt reviewed the timeline of tasks, which will begin with a year of design in September 2016 and sending the project out for bid in November 2017 with construction anticipated in the winter of 2018. Ms. Surratt stated the schedule is conservative based on the need to negotiate with agencies such as the railroad, but has the potential to move faster. Ms. Surratt told Council that she, along with City staff and AMEC staff were happy to answer questions. Alderman Lail commented that the language was rather prescriptive, citing 10' path and the sidewalk on the south side of Main Avenue as examples. Alderman Lail expressed concerns regarding potential change-orders based on input provided by the Bond Commission. Ms. Surratt replied there was language in the contract to accommodate some flexibility – making a sidewalk wider, for example. She reminded Council that AMEC was working from the original detailed engineering review by Land Design. Mr. Huffman (AMEC) added that intention was not to be prescriptive, for example, a 10' path evolving to a 12' path would not necessitate a change order, and stated the AMEC team wanted to be consistent with the Land Design plan. Alderman Lail commented that he did not think the Land Design plan had anticipated Transportation Insight and

discussion ensued among several Council members regarding a connection of the Transportation Insight parking lot to City Walk and locations of restrooms. Alderman Lail asked Mr. Huffman if he was aware of the fact that the City paid for a large portion of the parking lot at Transportation Insight and questioned revising the contract. Mr. Huffman replied that he was aware; his team had walked the area and offered to revise the language to clarify the connection between the parking lot and the pedestrian bridge. Mayor Wright stressed the importance to Mr. Huffman of being able to get people from the parking lot to the pedestrian bridge. Mayor Wright asked Ms. Surratt if City staff had checked references concerning AMEC's reputation for flexibility and a minimum amount of change orders. Ms. Surratt confirmed that references had been checked and that the City, specifically Planning Director, Brian Frazier, had worked with AMEC in the past and had no issues with change orders or changes to scope. Ms. Surratt responded to Mayor Wright that staff would prefer to have some flexibility in the contract concerning sidewalks and paths. She suggested resolving the issue at a staff level with an Addendum to the Contract prior to the next reading. Ms. Surratt told Council that AMEC had done the Atlanta beltline, which is the premier greenway in the area. Ms. Surratt added that AMEC has great landscape architects, solid engineers, and staff mindful of the visitor experience. Their extensive greenway experience will enable them to create a unique and special greenway for Hickory. Alderman Lail commented that he was appreciative that Ms. Surratt mentioned Council's involvement during the process because, although the contract was prescriptive, there need to be regular times that the project is spotlighted at Council meetings so the public can see what is happening; design development drawings are probably a touch point for City Council as well. Mayor Wright commented that as a part of the \$35.5M Bond package, \$15.1M was for City Walk and the Commission had a \$14M priority "wish list" and that in addition to the high priority items, there were a number of lower priority items that did not make the wish list pending additional funding or other grants. Mayor Wright asked Ms. Surratt if staff had considered the STP grants and Ms. Surratt replied they had not. Ms. Surratt said staff should have a conversation with Council. Alderman Lail commented that there were opportunities for private donors and Alderman Zagaroli referenced Mr. Lackey as an example. Mayor Wright explained to the audience that awarding the design contract was a decision first based on qualifications and examining rates and proposed hours and then City staff would negotiate the price. Ms. Surratt nodded and added that City staff had spent countless hours sorting through the design contract, looking at tasks and staff assigned to those tasks and trimming where possible. She added that the construction phase would be a bid process following North Carolina State Statutes. Mayor Wright asked Council if there were any other questions for Ms. Surratt or the AMEC team. Hearing none, Mayor Wright made a motion that the contract be approved, Alderwoman Patton seconded the motion and the motion carried unanimously. Mayor Wright added that while Alderman Tarlton was not in attendance, he had a meeting with City staff and AMEC staff to discuss their approach and qualifications.

- III. Review and consider approval of the Design Services Contract and an associated Budget Amendment to AMEC, Foster, Wheeler in the total lump sum amount of \$32,956.00 for the Highway 321 Gateways at Clement Boulevard and at Highway 70 including \$25,700.00 for design services, \$2,200.00 for Bid Letting Assistance and Construction Site visits, \$1,400 for Regulatory Permits, \$1,800.00 for Expenses as necessary, and \$1,856.00 for Uniform Temporary Signage Design

Ms. Surratt addressed the Mayor and Council regarding Item II of the Agenda. She stated there were two gateways that rose to the top of the Bond Commission's list: the US 321 and Highway 70 western entrance to our City limits (estimated at \$100,000K) and the US 321 and Clement Boulevard (estimated at \$150,000K) entrance which is a little more north near the Crawdads stadium. She added there was a third gateway on the plan for Exit 125 at Lenoir Rhyne Boulevard which would be incorporated later in the project after DOT had finished some work on the interchange. The Streetscapes and Gateways Subcommittee felt these were important gateways to tackle. Ms. Surratt explained to Council that the same selection and submittal process (with a separate RFQ) had been followed and the City Walk project and AMEC was the recommended firm for this project as well. Ms. Surratt explained that AMEC had significant gateway experience in North Carolina and Georgia. She added that City staff felt their focus with the branding and continuity of message was evident, they (AMEC) have a great relationship with NCDOT and the City's experience with them has been good. Ms. Surratt stated that some of the same key personnel would be involved in this project and AMEC included an engineer familiar with coordinating with Duke Energy for this project. Ms. Surratt displayed examples of AMEC's work and pointed out their attention to detail noting the traveling motorist experience. She added, that it is not just landscaping and will include some structure or sculpture that will stand out as you approach those areas. Ms. Surratt stated the FNI estimate for the project was roughly \$250,000K and AMEC had a very similar estimate for their project and came in for design at \$25,700 roughly 10% of the total project cost. The total project cost has a slightly higher number, which includes the site visit, bid letting assistance, regulatory permits, travel expenses, and temporary signage design which staff has asked AMEC to tackle to brand our entire Bond Program onsite. Ms. Surratt explained that along City Walk before construction starts, there would be signs that relate to the Bond Project or possibly the timeframe. The signs will be creative and professionally crafted and will let citizens, pedestrians and motorists know that work is getting ready to happen. She added the design signage could be "re-used" in the Lenoir Rhyne Boulevard gateway. Ms. Surratt stated the grand total not to exceed \$32,956K for the design work and additional items referenced. She explained the process would be similar to the City Walk in those Streetscapes and Gateways Subcommittee would be leading the feedback portion; Council, City staff and the public will be involved. Ms.

Surratt explained there would be six design options – three for each gateway. She mentioned the Crawdads have been anxious to have signage on 321 that is baseball themed and draws attention to motorists to attend a game. Ms. Surratt added that there are design plans for widening Highway 321 and there is a possibility the 321 and Clement Boulevard gateway could be affected, but that is years away. Ms. Surratt stated staff wants to be mindful that anything put in this area should be portable/transferrable to another location, replicated, and has communicated this to AMEC. Ms. Surratt then talked about the timetable and stated that getting the project out to bid would happen during May 2017; the plan is to break ground on these two gateways first followed by City Walk. Alderwoman Patton asked Ms. Surratt if the bids would stay out for 30 days. There was some discussion among City staff and Ms. Surratt responded that she thought it was three or four weeks. Ms. Surratt told Council that staff was trying to be realistic but wanted to be building something next summer so the goal was to begin construction in June or July 2017. Ms. Surratt reiterated the timetable and advised Council that she, Mr. Huffman or Mr. Thurston would be happy to answer questions. Alderman Lail commented that the contract being considered only covers two gateways and there would have to be another design contract for the Lenoir Rhyne Boulevard gateway to which Ms. Surratt confirmed. She added that the third gateway was slightly more, approximately half a million for the total cost. Mayor Wright asked Council if there were any further questions or discussion. Alderman Guess made a motion that the contract be approved, Alderman Seaver seconded the motion and the motion carried unanimously.

IV. Review and Discussion of Proposed Settlement Agreement and Budget Amendment (re: Willie James Grimes vs. City of Hickory, et al. File No. 5:14-CV-160)

Ms. Surratt recognized Deputy City Attorney, Arnita Dula and Attorney Paul Culpepper, the City's insurance coverage Counsel, to address Agenda Item IV regarding the proposed Settlement Agreement in the Willie James Grimes case. Mr. Culpepper reviewed important provisions in the Agreement with Council, beginning with the total Settlement Agreement of \$3,250,000M and the delineation of what National Casualty is paying and what the City of Hickory is paying which was relevant because of potential claims. Mr. Culpepper added that while there have been none made, the Plaintiff is of Medicare age and so the language is included. The City is responsible for \$2,250,650 to be paid by September 9, 2016, which is after Council's second reading. After payment has been made, the City will receive a complete release. Mr. Culpepper referenced other items the City is required to do under the Agreement, specifically, continuing forward maintaining the Declaratory Judgment Action against the insurance companies who did not defend the City. Mr. Culpepper added that if anything were collected out of the lawsuit, 80% would go to the Plaintiff and 20% to the City of Hickory. Mr. Culpepper stated that National Casualty will be released from the Declaratory Action as they have provided an Affidavit they had no excess coverage or any umbrella coverage applicable to this case. Alderman Zagaroli asked Mr. Culpepper if there were any income tax liabilities to the City and Mr. Culpepper stated there were not. Mr. Culpepper told Council he was happy to answer any questions they had. Mr. Crone added that this settlement was based on a compromise reached at mediation and the City was not admitting any liability but had agreed to resolve the matter in the best interest of all parties involved. Mayor Wright commented there had been a considerable amount of time spent on this matter and asked Council for either a motion or discussion. Alderman Zagaroli made a motion, Alderman Seaver seconded the motion and the motion carried unanimously.

V. Acceptance of Grant for Downtown Revitalization Award for Downtown Lighting Project from the NC Department of Commerce \$94,340.00 for and associated Budget Amendment

Ms. Surratt recognized Chuck Hansen, Public Services Director, to come to address Agenda Item V regarding the acceptance of a grant for the sum of \$94,340K. Ms. Surratt explained the item was on the Agenda because the submittal deadline was September 1, 2016 and the City only received the document last week. Mr. Hansen explained that as part of the acceptance of the grant, the City needed to present a plan to the Department of Commerce as to how they were going to spend the grant money. Mr. Hansen stated the City's plan was to start converting downtown lighting to LED lighting adding the timeframe was tight and work must be complete by March 2017. Mr. Hansen added that the grant is for Main Street communities and in downtown areas. Mr. Hansen stated the lighting in Hickory is a mixture of mercury and sodium and explained the difference being mercury is a white vapor light and sodium lights have a yellow/orange glow. Mr. Hansen said Duke owns most of the lights downtown Hickory and the City pays a monthly fee per light to maintain them. Duke has a program that is starting to phase out the mercury vapors and Mr. Hansen mentioned that staff has had several meetings with Duke. Mr. Hansen suggested Council review the photographs in their Agenda packets to see the light fixtures that were being proposed for installation. Mr. Hansen advised Council that staff was working with Duke Energy for pricing of the various options of poles and fixtures. He added that there were lights in some downtown areas that the City owns and staff is working with a local vendor to retrofit them. Staff has also built some acorn-style lights on Union Square. Mr. Hansen explained in simplest terms, the plan was to use the grant money as far as they could go with it. There was discussion between Mr. Hansen and several Council members about the various poles and fixture options as well as the color of poles and the pricing for Duke to paint their poles to match the City standard. The grant will enable the City to upgrade lighting, achieve a uniform look of poles, a true reflection of colors, and enhance safety, Mr. Hansen said. He added that lighting on City Walk and other projects moving forward would be LED lighting. Alderman Lail asked if staff would be holding off on upgrading lighting on Union Square and Mr. Hansen replied that staff would begin with parking lot lighting, holding off on

other areas, and see how things evolve based on the City Walk project. Mr. Hansen advised Council that his purpose today was to ask for acceptance of this grant money so the application can be submitted for processing by the state. Alderman Guess asked if the grant required matching funds from the City and Mr. Hansen replied it did not, but would require support of the City because there would be a lot of time and effort in changing out the lights, poles and fixtures. Mayor Wright asked if there were any comments or questions, Alderwoman Patton made a motion, Alderman Lail seconded the motion, and the motion carried unanimously.

VI. Closed Session Per NC General Statutes 143-318.11(a)(4)(6) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

Mayor Wright moved that Council go into Closed Session for the reasons stated in the Agenda and to review pending litigation.

Alderman Lail commented that Council needed to appropriate money and asked if it needed to be done, or was it part of the Agenda item? Ms. Surratt stated that Council’s motions needed to include the appropriation of funds. Mr. Crone added that the two items of Closed Session dealing with pending litigation, Doolittle vs. George, City of Hickory et. al. 16-CVS-2138, and Richmond vs. George, City of Hickory et. al. 16-CVS-2137, were both filed in Catawba County Superior Court. Alderman Seaver seconded Mayor Wright’s motion to move into Closed Session and the motion carried unanimously. Council convened into Closed Session at approximately 5:10 p.m.

- a. Discussion of Economic Development Projects – NCGS § 143-318.11(a)(4)
- b. Discussion of Personnel Matter – NCGS § 143-318.11(a)(6)

At approximately 6:30 p.m., Council returned to open session. Alderman Lail made a motion to appropriate funds as necessary and as listed in the Agenda for the design contract for City Walk and the design contract for Gateways and for the Settlement Agreement. Alderwoman Patton seconded the motion and the motion carried unanimously.

**Ordinance 16-36
BUDGET REVISION #5**

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

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	1,128,107	
TOTAL	1,128,107	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	1,128,107	
TOTAL	1,128,107	-

SECTION 2. To adopt Capital Project #B1C001, “Citywalk”, the expenditures shall be established as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	1,095,151	
TOTAL	1,095,151	-

To establish the Project revenues for the above, the revenues will be budgeted as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	1,128,107	
TOTAL	1,128,107	-

SECTION 3. To adopt Capital Project #B1G001, “Gateways”, the expenditures shall be established as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	32,956	
TOTAL	32,956	-

To establish the Project revenues for the above, the revenues will be budgeted as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	32,956	
TOTAL	32,956	-

SECTION 4. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

**Ordinance 16-37
BUDGET REVISION #26**

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statute 159.15, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2016.

SECTION 1. To amend the General Fund within the FY 2015-16 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Government	2,250,650	
TOTAL	2,250,650	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	2,250,650	
TOTAL	2,250,650	-

SECTION 2. 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.

There being no further business, the meeting adjourned at 6:35 p.m.

Mayor

Deputy City Clerk

2
COUNCIL AGENDA MEMO

Exhibit VIII.A.

To: City Manager's Office
From: Chuck Hansen, Public Services Director
Contact Person: Rick Patton, Engineering
Date: 07 /29 / 16
Re: Petition Number 16-01 for Curb and Gutter

REQUEST

To install curb and gutter along a portion of 5th St. PI. NW in response to a petition from property owners.

BACKGROUND

The City Clerk has received a petition from the owner of a property along 5th St. PI. NW to install curb and gutter along a portion of the street per section 29-2 of the Hickory Code of Ordinances. The petitioner(s) represent a majority, greater than 50%, of the property owner(s) as well as a majority, greater than 50%, of the property footage of the property frontage requested in the petition and therefore qualify as a valid petition.

ANALYSIS

The attached petition number 16-01 was submitted to the City of Hickory and requests the City to construct curb and gutter along a portion of 5th St. PI. NW. The signature(s) on the petition represent 100% of the property owner(s) affected who in turn represent 100% of the property footage affected as shown on the attached map and summary. The City Clerk, as shown on the included Certificate of Sufficiency, validated these numbers. The attached Preliminary Resolution calls for a public hearing on these matters to be held on October 4, 2016.

RECOMMENDATION

Recommend approval of the Preliminary Resolution to set a public hearing date of October 4, 2016 to discuss all matters concerning petition number 16-01 that is requesting the City to construct curb and gutter along a portion of 5th St. PI. NW.

Informational
(Some info items will not have to appear on the Council agenda, but will be communicated to Council in weekly Communication format. These items will still require a Council Agenda Memo)

Requires Council Approval Exhibit VIII.A.
(All new or revisions in Ordinances or Council enacted policies, as well as contracts/agreements over \$100,000 will be placed on Agenda)

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

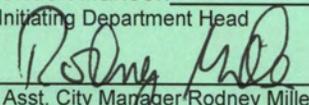
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LIST THE EXPENDITURE CODE:

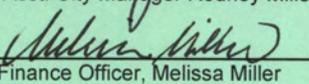
Reviewed by:

Chuck Hansen 
Initiating Department Head

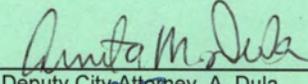
08-11-16
Date


Asst. City Manager Rodney Miller

8-31-16
Date


Finance Officer, Melissa Miller

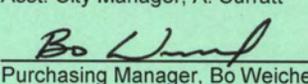
8-29-16
Date


Deputy City Attorney, A. Dula

8-29-16
Date


Asst. City Manager, A. Surratt

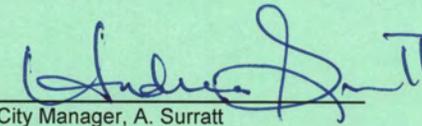
8/31/16
Date


Purchasing Manager, Bo Weichel

8-31-16
Date

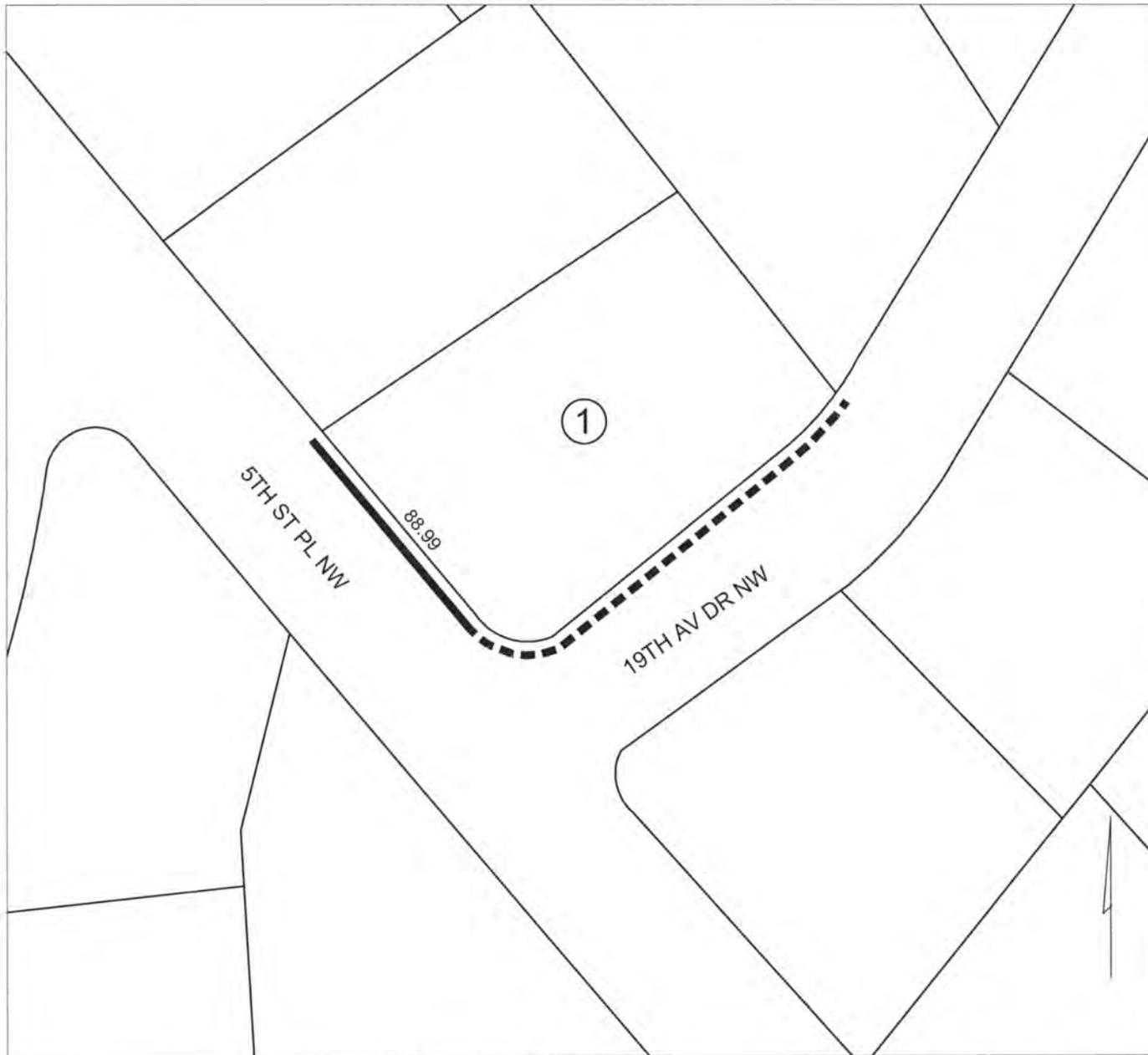
Date

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


City Manager, A. Surratt

8/31/16
Date

PETITION 16-01
 PROPOSED CURB & GUTTER
 2024 5TH STREET PLACE NW



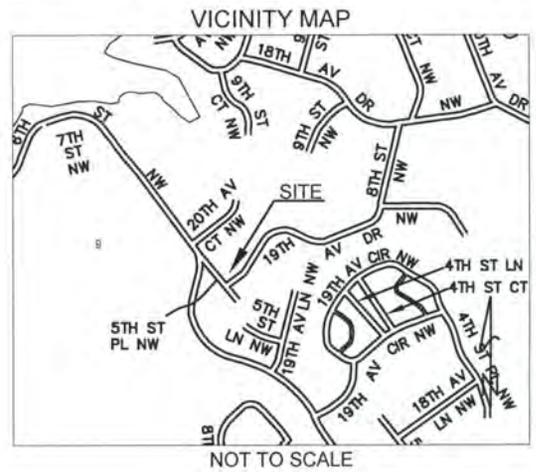
SCALE: 1"=60' DATE: 3-18-16

1 Property Owner Total
 1 Property Owner Signed
 0 Property Owners Not Signed
 100% Property Owners Signed

88.99' Total Footage
 88.99' Footage Signed
 0' Footage Not Signed
 100% Footage Signed

LEGEND

①	- Signed
1	- Not Signed
---	- Existing C&G
—	- Proposed C&G



PETITION FOR CONSTRUCTION OF CURB AND GUTTER

PETITION # _____
(For Office Use Only)

QUALIFYING DATE: _____
(For Office Use Only)

TO THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL OF THE CITY OF HICKORY,
NORTH CAROLINA:

We, the undersigned citizens of the City of Hickory, being the owners of land abutting the street or section thereof, hereinafter named and described, do hereby petition the Mayor and Members of City Council of the City of Hickory to proceed as is provided in Chapter 160A, Article 10, of the General Statutes of North Carolina, to improve the portion of:

west side of 2000 block of 5th St. Pl. NW

by constructing concrete curb and gutter, according to plans and specifications on file in the office of the City Engineer.

We, the undersigned, do further petition that the cost of such improvements as measured along the right-of-way line for curb and gutter at \$24.00 per linear foot plus \$0.00 per linear foot for storm drain piping for a total of \$24.00 per linear foot excluding driveway cuts and \$48.50 per linear foot of driveway apron measured at its narrowest point plus \$0.00 per linear foot for storm drain piping for a total of \$48.50 per linear foot of driveway apron, be specially assessed against the property abutting on that portion of said street as is heretofore described, all as is provided for in said General Statutes or the Charter of the City of Hickory.

We, the undersigned, do further understand that the costs of the above petitioned improvements will be assessed against our property and that this assessment is payable to the City of Hickory upon completion in not more than five (5) annual installments at 8% interest.

*Prices effective July 1, 2012 through June 30, 2013.

ADDRESS OF LOT(S)	FOR PETITION	AGAINST PETITION	DATE
ADDRESS 2024 5 th St. Pl. NW	PRINT NAME <i>KURT T. HOLTZELAW</i>	PRINT NAME	
PN 3704 17 10 8222	SIGNATURE <i>Kurt J. Holtzclaw</i>	SIGNATURE	3.4.2016
ADDRESS 2024 5 th ST. PL NW	PRINT NAME <i>CHEYL E. HOLTZELAW</i>	PRINT NAME	
PN 3704 17 10 8222	SIGNATURE <i>Cheryl E Holtzclaw</i>	SIGNATURE	3.4.2016
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	

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.



Debbie D. Miller
Debbie D. Miller, City Clerk

RESOLUTION NO. 16-___

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.

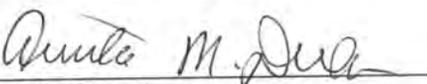
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HICKORY:

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.

This the 6th day of September, 2016.

Rudy Wright, Mayor

Debbie D. Miller, City Clerk



Deputy City Attorney

COUNCIL AGENDA MEMO

Exhibit VIII.B.

To: City Manager's Office
From: Chuck Hansen, Public Services Director
Contact Person: Rick Patton, Engineering
Date: 07 / 29 / 16
Re: Curb and Gutter Petition 16-03

REQUEST

To install curb and gutter along a portion of south side of 900 block of 4th Ave. Dr. NW in response to a petition from a property owner.

BACKGROUND

The City Clerk has received a petition from the owner of a property along south side of 900 block of 4th Ave. Dr. NW to install curb and gutter along a portion of their street as per section 29-2 of the Hickory Code of Ordinances. The petitioner(s) represents a majority, greater than 50%, of the property owner(s) as well as a majority, greater than 50%, of the property footage of the property frontage requested in the petition and therefore qualifies as a valid petition.

ANALYSIS

The attached petition number 16-03 was submitted to the City of Hickory and requests the City to construct curb and gutter along a portion of south side of 900 block of 4th Ave. Dr. NW. The signature(s) on the petition represent 100% of the property owner(s) affected, who in turn represent 100% of the property footage affected as shown on the attached map and summary. The City Clerk, as shown on the included Certificate of Sufficiency, validated these numbers. The attached Preliminary Resolution calls for a public hearing on these matters to be held on October 4, 2016.

RECOMMENDATION

Recommend approval of the Preliminary Resolution to request a public hearing on October 4, 2016 to discuss all matters concerning petition #16-03 that is requesting the City to construct curb and gutter along a portion of south side of 900 block of 4th Ave. Dr. NW.

Informational
(Some info items will not have to appear on the Council agenda, but will be communicated to Council in weekly Communication format. These items will still require a Council Agenda Memo)

Requires Council Approval Exhibit VIII.B.
(All new or revisions in Ordinances or Council enacted policies, as well as contracts/agreements over \$100,000 will be placed on Agenda)

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

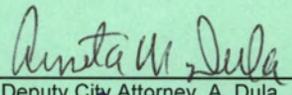
LIST THE EXPENDITURE CODE:

010 5460 537 77 01

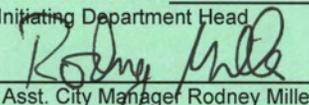
Reviewed by:

Chuck Hansen 
Initiating Department Head

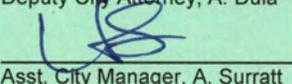
08-11-16
Date


Deputy City Attorney, A. Dula

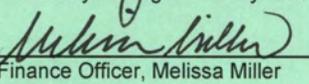
8-29-16
Date


Asst. City Manager Rodney Miller

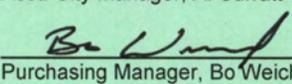
8-31-16
Date


Asst. City Manager, A. Surratt

8/31/16
Date


Finance Officer, Melissa Miller

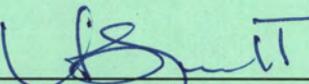
8-29-16
Date


Purchasing Manager, Bo Weichel

8-31-16
Date

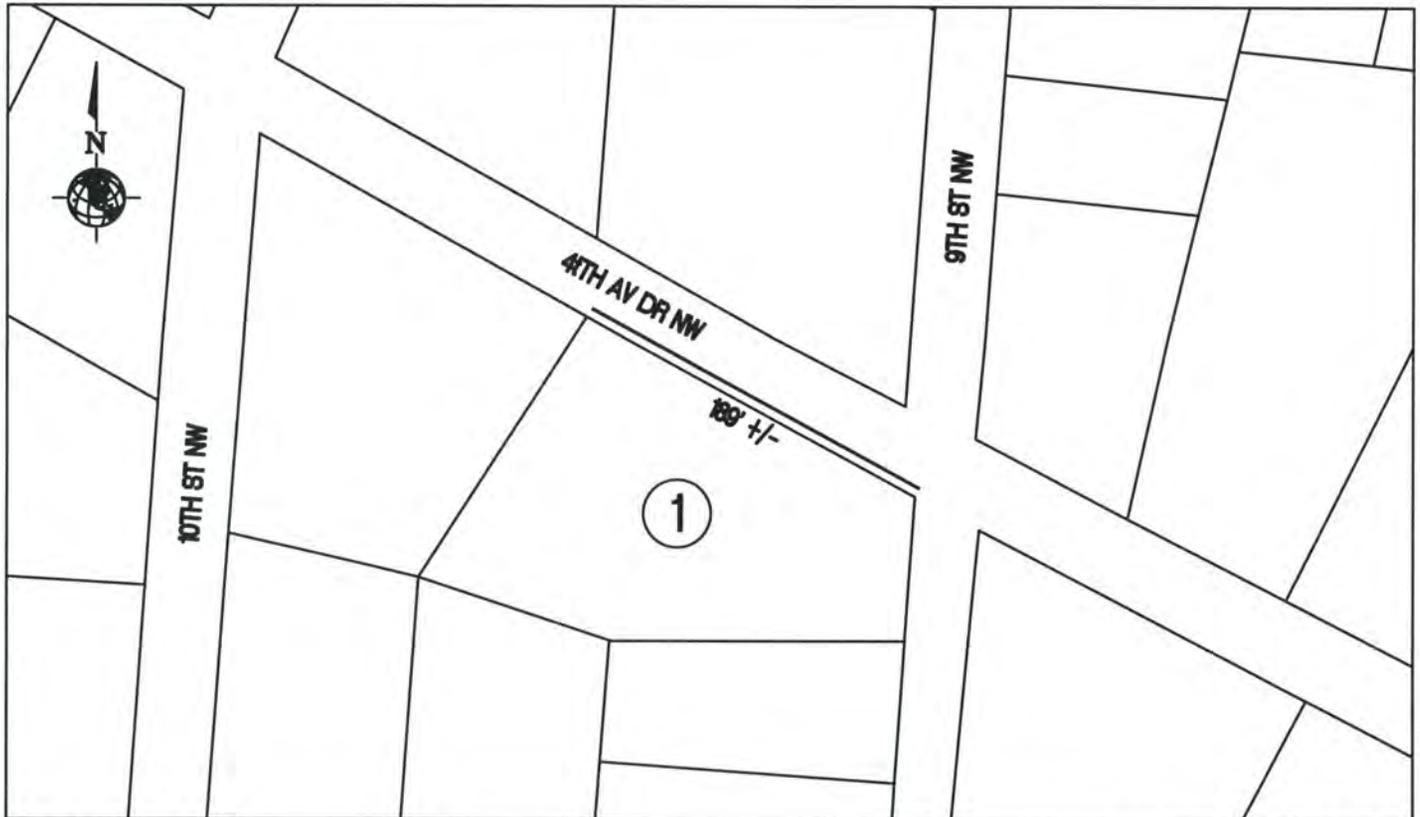
Date

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


City Manager, A. Surratt

8/31/16
Date

PETITION 16-03 PROPOSED CURB AND GUTTER 915 4TH AV DR NW



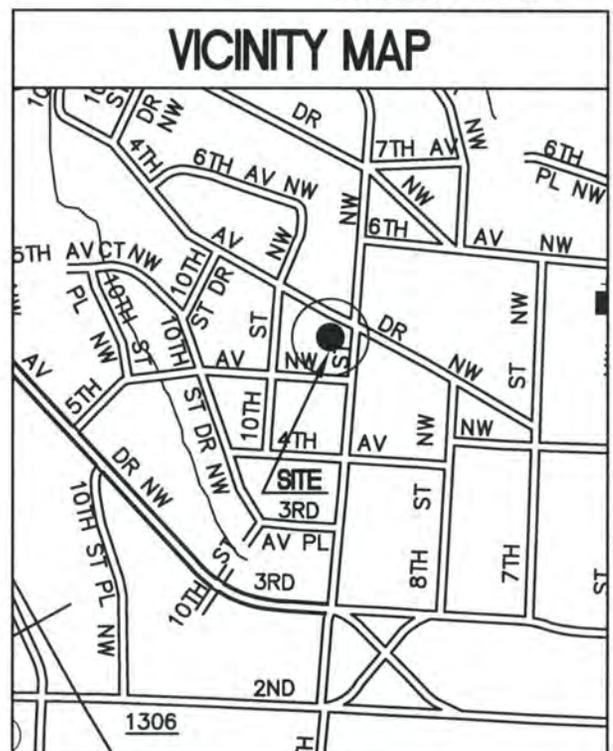
SCALE: 1"=100'

DATE: 7-29-16

1 Property Owners Signed Total
 1 Property Owners Signed For
 0 Property Owners Signed Against
 100% Property Owners Signed For
 0% Property Owners Signed Against

189.23' Total Footage
 189.23' Footage Signed For
 0% Footage Signed Against
 100% Footage Signed For

1 Robert Jason White and
 Sarah McCall White
 915 4th Av Dr NW
 Hickory, NC 28601
 ☎ 3703-17-22-0410
 Signed For



NOT TO SCALE

LEGEND

① SIGNED

1 NOT SIGNED

—— PROPOSED CG

PETITION FOR CONSTRUCTION OF CURB AND GUTTER

PETITION # _____
(For Office Use Only)

QUALIFYING DATE: _____
(For Office Use Only)

TO THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL OF THE CITY OF HICKORY,
NORTH CAROLINA:

We, the undersigned citizens of the City of Hickory, being the owners of land abutting the street or section thereof, hereinafter named and described, do hereby petition the Mayor and Members of City Council of the City of Hickory to proceed as is provided in Chapter 160A, Article 10, of the General Statutes of North Carolina, to improve the portion of:

South side of 900 block of 4th Ave. Dr. NW

by **constructing concrete curb and gutter**, according to plans and specifications on file in the office of the City Engineer.

We, the undersigned, do further petition that the cost of such improvements as measured along the right-of-way line for curb and gutter at \$24.25 per linear foot plus \$0.00 per linear foot for storm drain piping for a total of **\$24.25** per linear foot excluding driveway cuts and \$48.75 per linear foot of driveway apron measured at its narrowest point plus \$0.00 per linear foot for storm drain piping for a total of **\$48.75** per linear foot of driveway apron, be specially assessed against the property abutting on that portion of said street as is heretofore described, all as is provided for in said General Statutes or the Charter of the City of Hickory.

We, the undersigned, do further understand that the costs of the above petitioned improvements will be assessed against our property and that this assessment is payable to the City of Hickory upon completion in not more than five (5) annual installments at 8% interest.

*Prices effective July 1, 2016 through June 30, 2017.

ADDRESS OF LOT(S)	FOR PETITION	AGAINST PETITION	DATE
ADDRESS 915 4th Ave Dr NW PIN 3703-17-22-0410	PRINT NAME Sarah White SIGNATURE Sarah M. White	PRINT NAME SIGNATURE	7/27/16
ADDRESS 915 4th Ave Dr NW PIN 3703-17-22-0410	PRINT NAME Jason White SIGNATURE Jason White	PRINT NAME SIGNATURE	7/28/16
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	

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.



Debbie D. Miller
Debbie D. Miller, City Clerk

RESOLUTION NO. 16- ____

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.

This the 6th day of September, 2016.

Rudy Wright, Mayor

Debbie D. Miller, City Clerk



Deputy City Attorney

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Planning & Development Services Department

Contact Person: Cal Overby, Principal Planner

Date: August 11, 2016

Re: Call for Public Hearing – Voluntary Contiguous Annexation of 42nd Avenue Drive NW Street ROW

REQUEST

Call for Public Hearing, to be held on September 20, 2016, for the 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 authorization of a public hearing to be held on September 20, 2016.

BUDGET ANALYSIS:

Budgetary Action

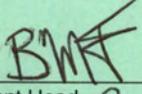
Is a Budget Amendment required?

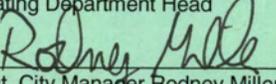
Yes

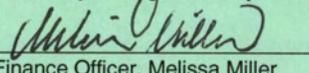
No

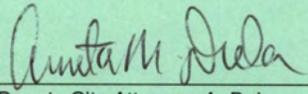
LIST THE EXPENDITURE CODE:

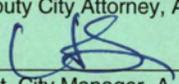
Reviewed by:

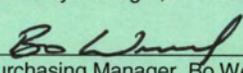
Brian Frazier 
Initiating Department Head
8/11/2016
Date

Rodney Miller 
Asst. City Manager
8-31-16
Date

Melissa Miller 
Finance Officer
8-29-16
Date

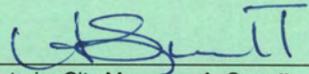
Amita M. Dula 
Deputy City Attorney, A. Dula
8-29-16
Date

A. Surratt 
Asst. City Manager, A. Surratt
8/31/16
Date

Bo Weichel 
Purchasing Manager, Bo Weichel
8-31-16
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

8/31/16
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 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.

Moore's Ferry Associates
James V. Tarlton
 Printed Name of Previous Property Owner(s) X [Signature]
 Signature(s) for Moore's Ferry Asso. LLC
926 2nd St NE Hickory NC 28601 828 324 9780
 Address of Previous Property Owner(s) Telephone Number

The Horse Barn LLC
 by Larry A. Bowman Managing Member Jerry A. Bowman
 Printed Name of Previous Property Owner(s) Signature(s) for The Horsebarn LLC
PO Box 948 Newton NC 28658 828 244 7813
 Address of Previous Property Owner(s) 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, 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 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, 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 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 James V. Tarlton personally came before me this day and acknowledged the ~~(he)~~/ she is the Partner of Moors 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, 20 16.

My Commission Expires: 03-17-2018

Heather Hewitt
Notary Public



LOT SIZES IN SQUARE FEET			
LOT	SO. FT.	LOT	SO. FT.
301	20,266	359	18,362
302	20,266	360	18,362
303	20,266	361	18,362
304	20,266	362	18,362
305	20,266	363	18,362
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439	20,266	497	18,362
440	20,266	498	18,362
441	20,266	499	18,362
442	20,266	500	18,362

NOTE: IN OCTOBER 1984, A FLOOD STUDY AND ANALYSIS OF THE JOB WAS REQUESTED BY THE CITY OF HICKORY AND THE CITY ENGINEER. THE ATLANTIC PLAN CORPORATION, AND SPECIFICALLY BY CHARLES N. DAVIS, JR., P.E., THE CONCLUSION OF THE STUDY CAME WITH A RECOMMENDATION TO CONSTRUCT A FLOOD WALL ALONG THE PROPERTY SHOWN HEREON. A COPY OF THIS STUDY AND ANALYSIS CAN BE OBTAINED FROM MOORE'S FERRY ASSOCIATES.

C. M. Huggins
 REVIEW OFFICER OF THE CITY OF HICKORY
 TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

C. M. Huggins
 REVIEW OFFICER

APPROVED BY: [Signature]
 DIVISION OF RECORDS & MAPS
 PLANNED 3600000000 ROAD
 DIVISION OF RECORDS & MAPS
 APPROVED: [Signature]
 APPROVED: [Signature]
 DATE: [Date]

FILED FOR REGISTRATION AT CATAWBA COUNTY, THIS THE 24 DAY OF [Month] 1988 AND RECORDED IN PLAT BOOK 46 PAGE 92 TIME 9:38 AM
 RUTH MACKIE
 REGISTER OF DEEDS

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

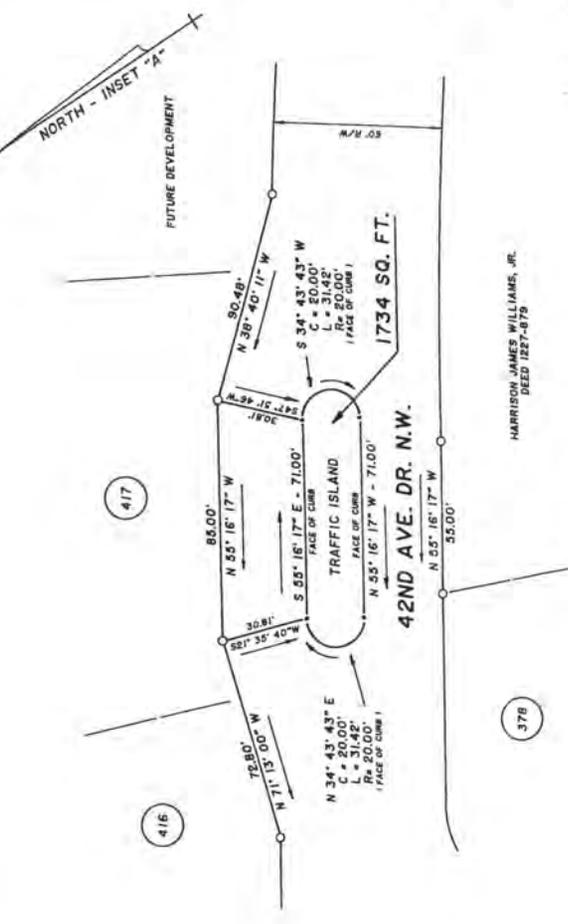
PROPERTY OF:
 MOORE'S FERRY ASSOCIATES
 N.C. HIGHWAY 127, & 45ND AVENUE N.W.
 CATAWBA COUNTY, NORTH CAROLINA

SCALE: SEE INSET
 DATE: OCT. 25, 1988
 PIN: 3710-19-30-1839
 TAX MAP: 204H-1-5

APPROVED BY: JAMES M. BRADSHAW MCLE L-3313
 FIELD BOOK: 149
 IRON STAKES: FOUND
 SURVEYED BY: VAUGHN & BRADSHAW SURVEYING CO.
 REGISTERED PROFESSIONAL SURVEYOR
 DRAWING NUMBER

SEE SHEETS 1 AND 2 FOR ADDITIONAL INFORMATION

46-92



HARRISON JAMES WILLIAMS, JR.
 DEED 1227-879

ARTHUR T. WILLIAMS, JR.
 DEED 1574-156

ARTHUR T. WILLIAMS, JR.
 DEED 1574-156

MOORE'S FERRY ASSOCIATES
 FUTURE DEVELOPMENT



THE FOLLOWING IMPROVEMENTS HAVE BEEN...
 IN...
 AND...
 CONTRACTED AS PRESCRIBED BY THE APPROVED MANUAL OF PRACTICE...
 SHOULD BE APPROVED.

THIS FINAL PLAN AND THE STREET NAMES SHOWN HEREON HAVE BEEN FOUND TO...
 DIVISION REVIEW BOARD UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN...
 THIS PLAN IS APPROVED FOR RECORDING SIXTY (60) DAYS OF THE DATE OF...
 THIS APPROVAL

11-34-18
 CHAIRMAN SUBDIVISION REVIEW BOARD
 NORTH CAROLINA - CATAWBA COUNTY
 AND SHALL BE FORWARDED TO THE CITY OF HICKORY FOR THE CITY ENGINEER...
 THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESSES MY HAND...
 AND OFFICIAL SEAL THIS THE... DAY OF... 1988.

NOTARY PUBLIC

THIS PROPERTY IS WITHIN THE CITY LIMITS OF HICKORY AND...
 SUBJECT TO ITS ZONING ORDINANCES AND SUBDIVISION...
 REGULATIONS. ALSO THIS PLAN REQUIRES RECORDING ALSO. THIS...
 PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS...
 AND AGREEMENTS NOT SHOWN HEREON.

JAMES M. BRADSHAW MCLE L-3313

THESE SURVEY CERTIFICATES ARE THE OWNERS OF THE PROPERTY...
 SIZED SURVEY CERTIFICATE WHICH PROPERTY IS LOCATED WITHIN THE...
 PUBLIC USE ALL SUCH AREAS SHOWN ON THIS PLAN AS STREETS, ALLEYS...
 WALKS, OPEN SPACES AND THAT THEY WILL MAINTAIN ALL SUCH AREAS...
 UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE...
 PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED...
 BY THE CITY OF HICKORY IN THE PUBLIC INTEREST.

OWNER
 OWNER
 OWNER
 OWNER
 OWNER

JAMES M. BRADSHAW MCLE L-3313
 REGISTERED PROFESSIONAL SURVEYOR
 STATE OF NORTH CAROLINA

THIS PLAN WAS PREPARED BY...
 SURVEYING RECORDS IN BOOKS...
 PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED...
 BY THE CITY OF HICKORY IN THE PUBLIC INTEREST.

DATE: [Date]
 TIME: [Time]

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.

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 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.



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 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.

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 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.

**Resolution No. 16-___
Resolution Determining Need For Annexation Of Property Owned by
Moore's Ferry Associates LLC and The Horsebarn, LLC And Directing
Call For Public Hearing
September 2016
Page 1 of 2**

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 6th day of September, 2016.

(SEAL)

THE CITY OF HICKORY, A
North Carolina Municipal Corporation

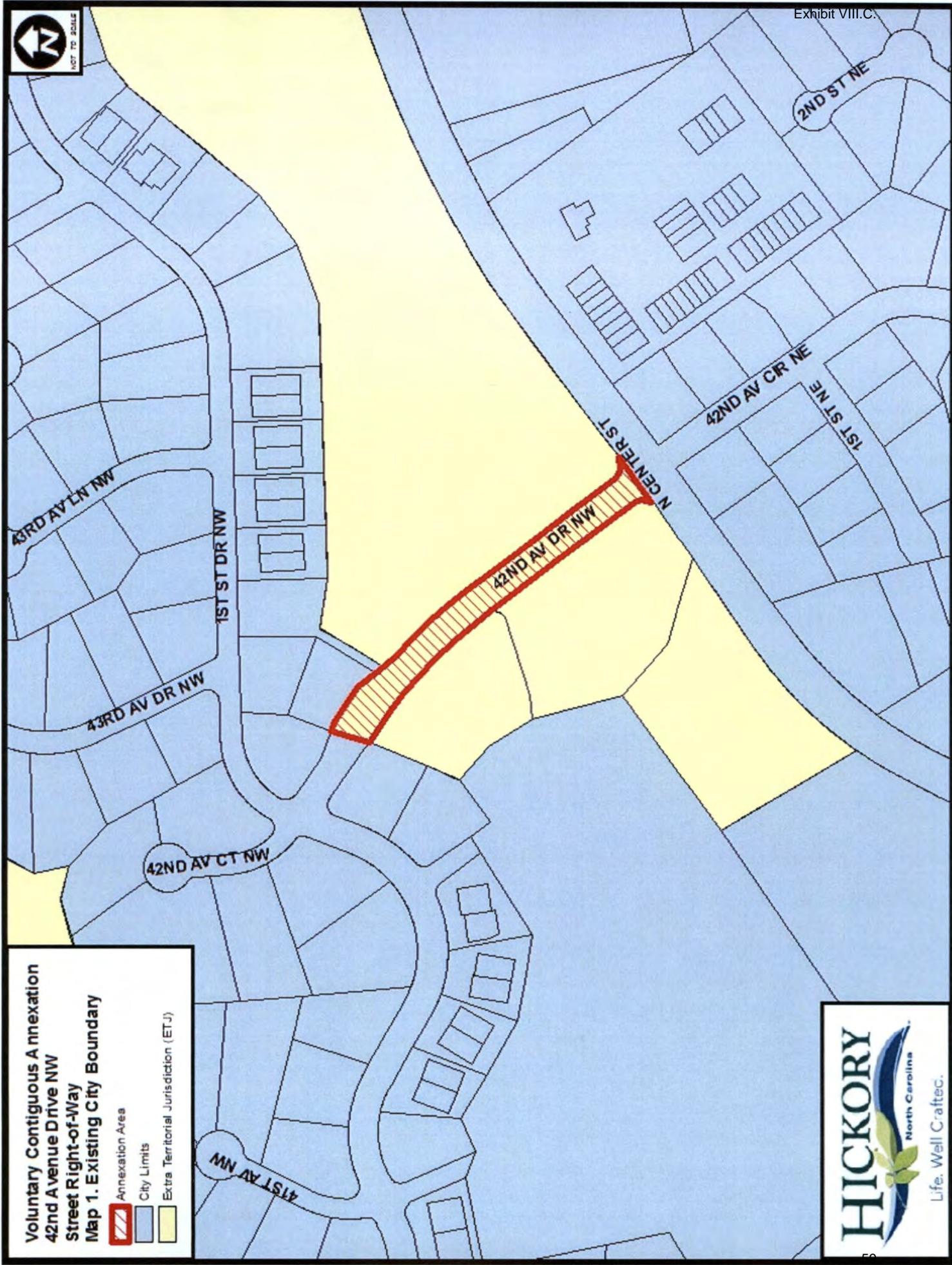
Attest:

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



**Voluntary Contiguous Annexation
42nd Avenue Drive NW
Street Right-of-Way
Map 1. Existing City Boundary**

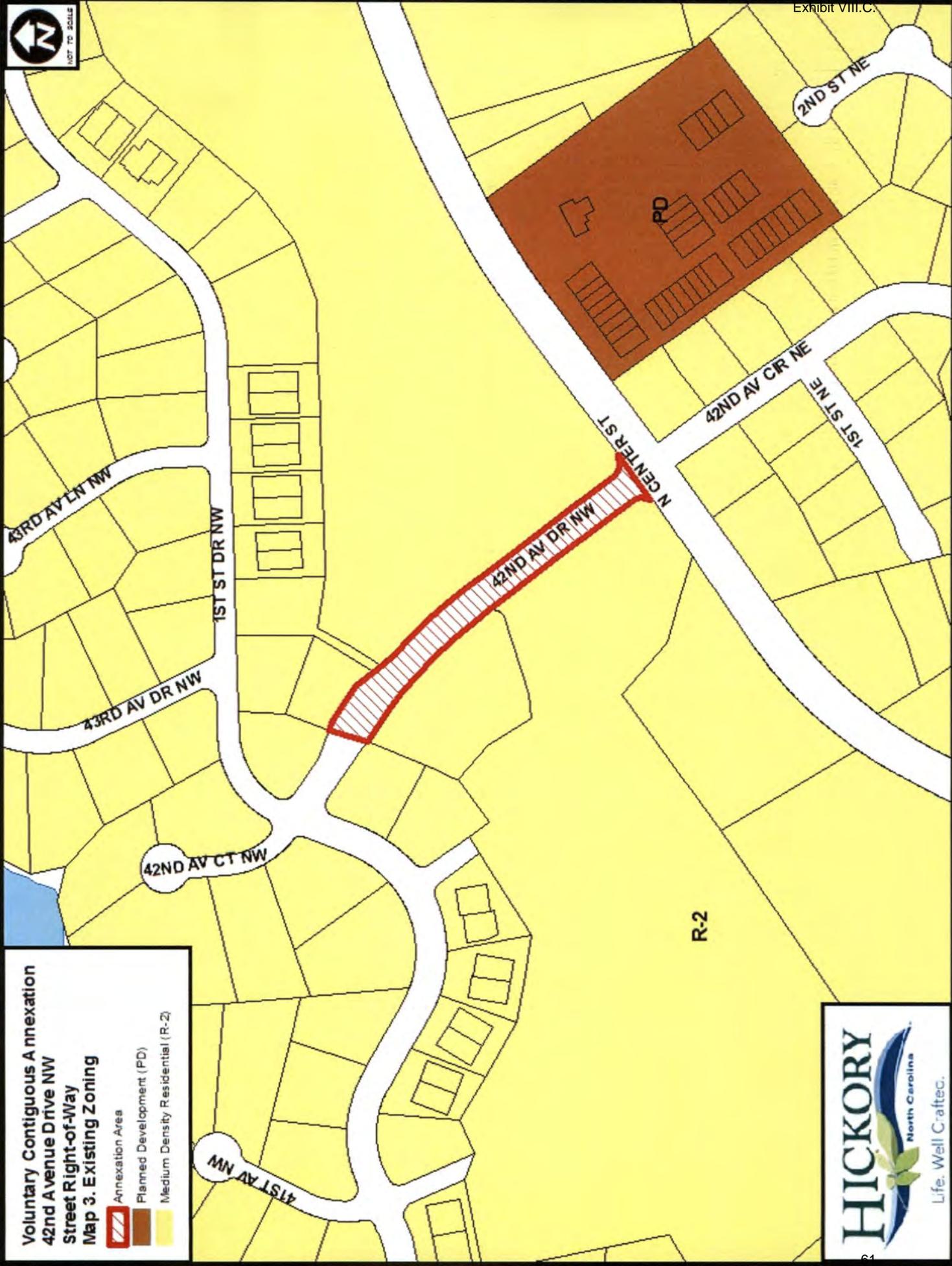
-  Annexation Area
-  City Limits
-  Extra Territorial Jurisdiction (ETJ)





Voluntary Contiguous Annexation
42nd Avenue Drive NW
Street Right-of-Way
Map 2. Existing Land Use
 Annexation Area

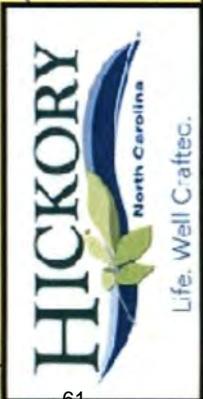




Voluntary Contiguous Annexation
42nd Avenue Drive NW
Street Right-of-Way
Map 3. Existing Zoning

-  Annexation Area
-  Planned Development (PD)
-  Medium Density Residential (R-2)

R-2



COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Planning & Development Services Department

Contact Person: Cal Overby, Principal Planner

Date: August 15, 2016

Re: Call for Public Hearing – Voluntary Satellite Annexation of REC Group II, LLC Property

REQUEST

Call for Public Hearing, to be held on September 20, 2016, for the 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 authorization of a public hearing to be held on September 20, 2016.

BUDGET ANALYSIS:

Budgetary Action

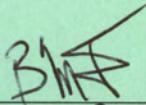
Is a Budget Amendment required?

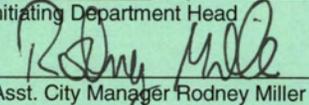
Yes

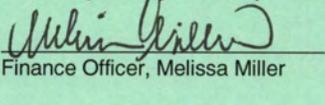
No

LIST THE EXPENDITURE CODE:

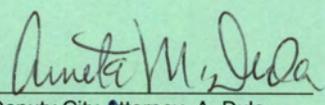
Reviewed by:

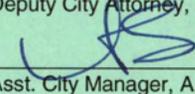
Brian Frazier  8/15/2016
 Initiating Department Head Date

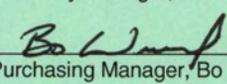
Rodney Miller  8-31-16
 Asst. City Manager Rodney Miller Date

Melissa Miller  8-29-16
 Finance Officer, Melissa Miller Date

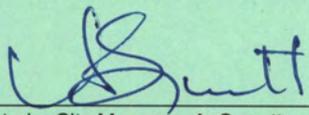
 Date

Auneta M. Dula  8-29-16
 Deputy City Attorney, A. Dula Date

A. Surratt  8/31/16
 Asst. City Manager, A. Surratt Date

Bo Weichel  8-31-16
 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

8/31/16
 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
Rd 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 828-324-6774
Address of Property Owner(s) Telephone Number of Property Owner(s)

(Please choose the appropriate notary block)

State of North Carolina - County of Catawba

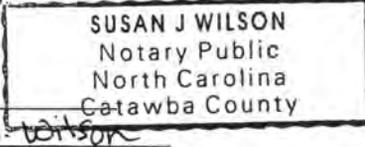
I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____ Notary Public

State of North Carolina - County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that 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



3182-0679

FILED Catawba County
on Apr 10, 2013 at 02:41:00 pm

Excise Tax \$437.00 (PS)

INST.#07101

DOWNA 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	DATE	GENERAL WARRANTY DEED
COUNTY OF Catawba	April 9, 2013	

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
Margaret R. Burns Title: Trustee

USE BLACK INK ONLY

(Seal)

BY: _____
Title:

(Seal)

 <p>(Official Seal)</p>	<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 Sharpe (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

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.

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.

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 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.



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 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.

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 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 Non-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.

Done this 6th day of September, 2016.

(SEAL)

THE CITY OF HICKORY, A
North Carolina Municipal Corporation

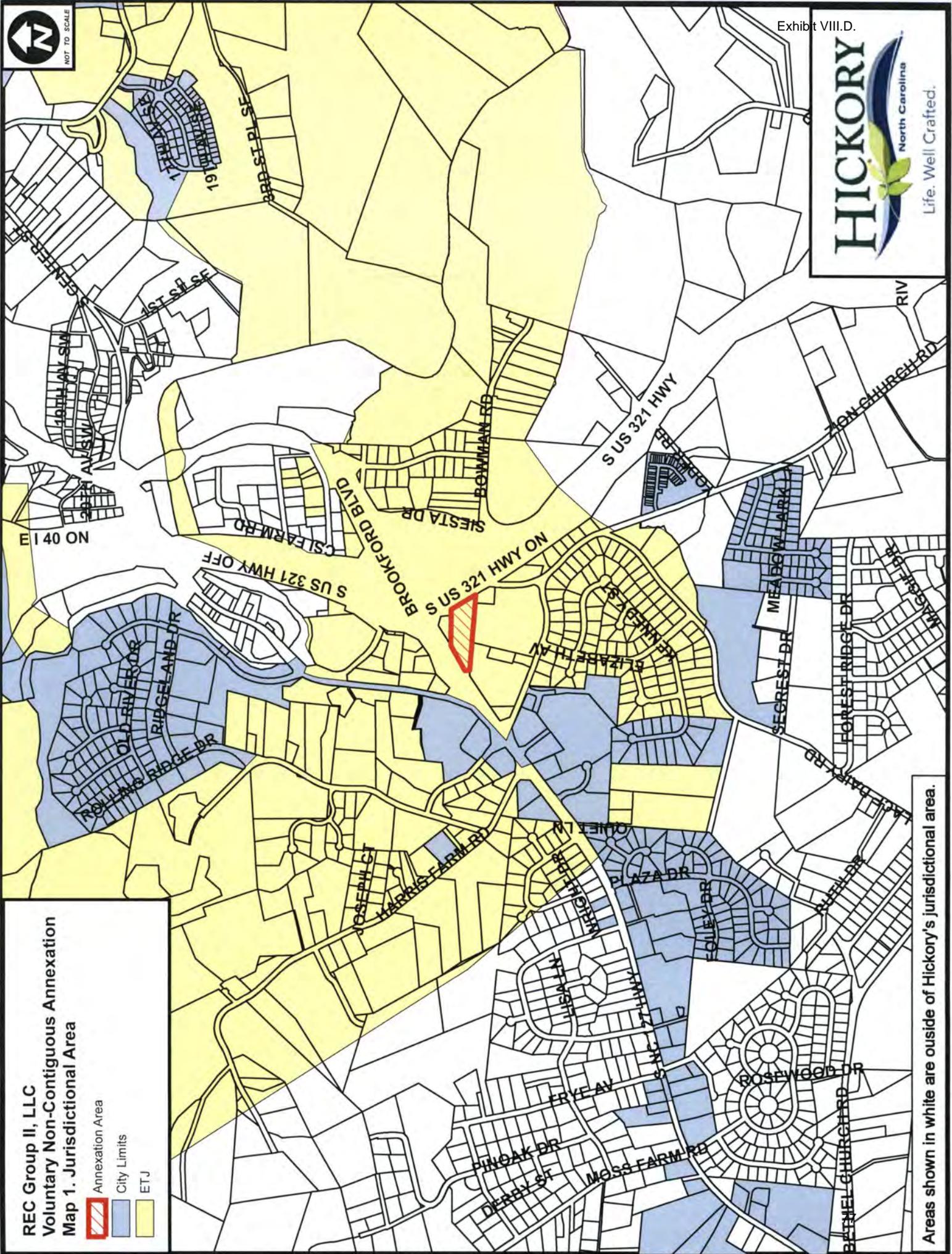
Attest:

By: _____
Rudy Wright, Mayor

Debbie D. Miller, City Clerk

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

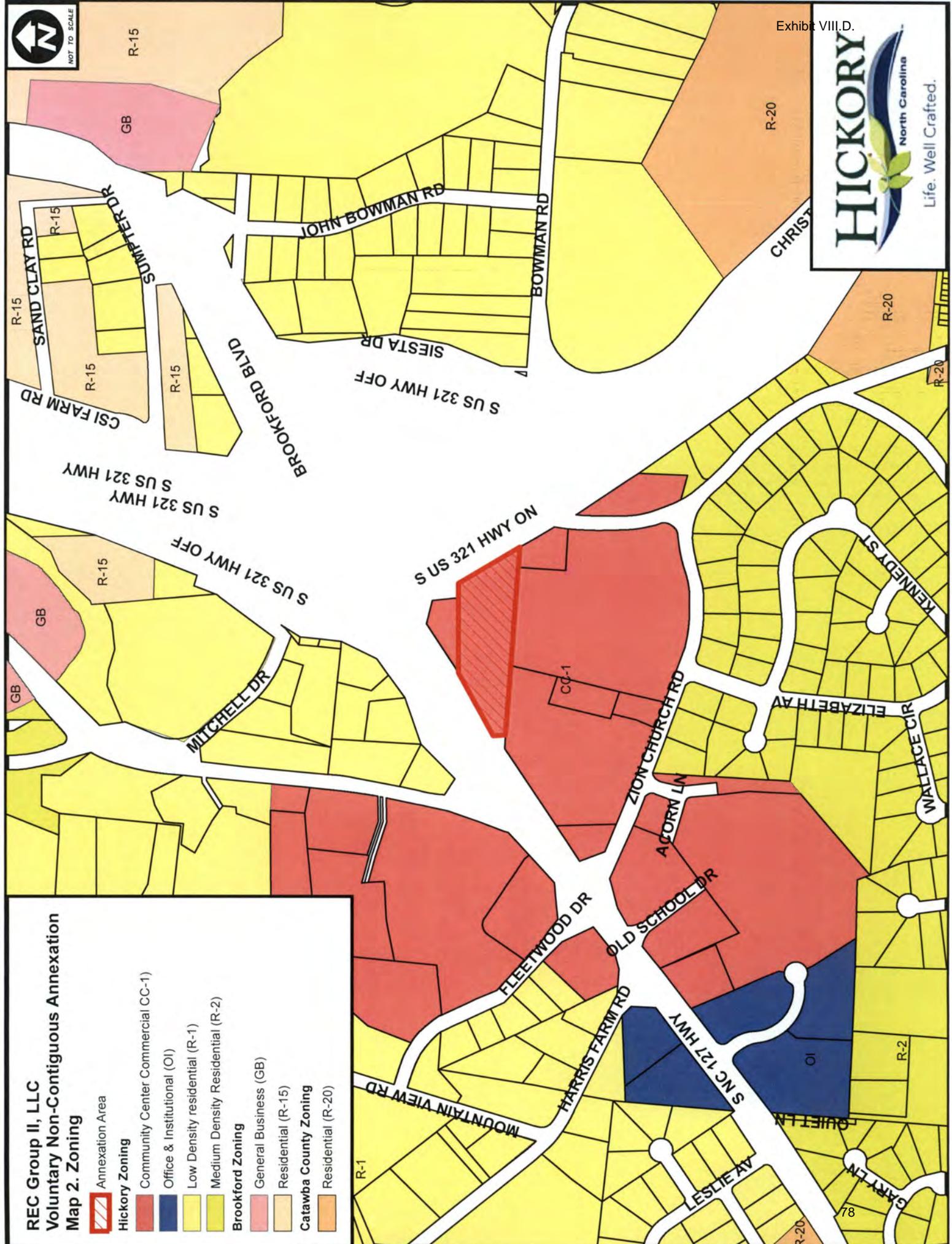
Arnita Dula, Deputy City Attorney



**REC Group II, LLC
Voluntary Non-Contiguous Annexation
Map 1. Jurisdictional 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)



Exhibit VIII.D.



REC Group II, LLC
Voluntary Non-Contiguous Annexation
Map 3. 2014 Aerial Photo



Annexation Area

To: City Manager's Office

From: Planning & Development Services Department

Contact Person: Cal Overby, Principal Planner

Date: August 16, 2016

Re: Call for Public Hearing – Voluntary Contiguous Annexation of US Conec, LTD Property

REQUEST

Call for Public Hearing, to be held on September 20, 2016, for the 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 authorization of a public hearing to be held on September 20, 2016.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier 8/16/2016
Initiating Department Head Date

Rodney Miller 8-31-16
Asst. City Manager Rodney Miller Date

Melissa Miller 8-29-16
Finance Officer, Melissa Miller Date

Date

Amy M. Dula 8-29-16
Deputy City Attorney, A. Dula Date

A. Surratt 8/31/16
Asst. City Manager, A. Surratt Date

Bo Weichel 8-31-16
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

8/31/16
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 204th 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 mane 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**

US Conec, Ltd.
a Delaware corporation

P. O. Box 2306
Hickory NC 28603-2306

903 23rd Street Court, SE
Hickory, NC 28602

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 2090108 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 $43^{\circ} 37' 04''$ West 70.37 feet to an existing iron nail set at a base bent $\frac{1}{2}$ " 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 $52^{\circ} 19' 15''$ West 199.64 feet to an existing $\frac{1}{3}$ " 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 $43^{\circ} 39' 41''$ 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 23 rd 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.

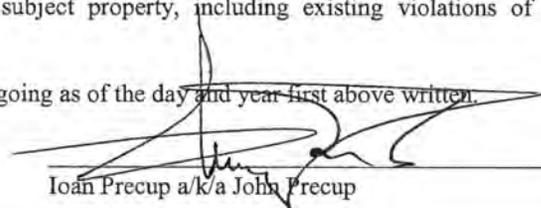
0135

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 23 rd 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.

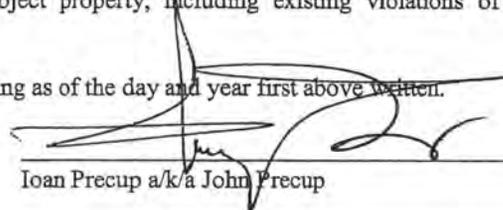
0132

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

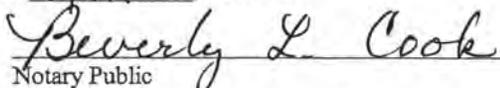
STATE OF NORTH CAROLINA

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



 Notary Public

Beverly L. Cook

 Printed Name of Notary Public

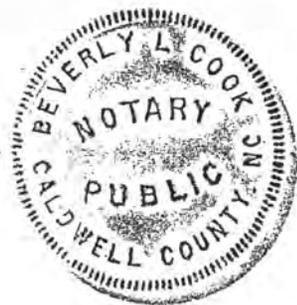


Exhibit A**0133**

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.

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.

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.

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 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.



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 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.

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 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.

Done this 6th day of September, 2016.

(SEAL)

THE CITY OF HICKORY, A
North Carolina Municipal Corporation

Attest:

By: _____
Rudy Wright, Mayor

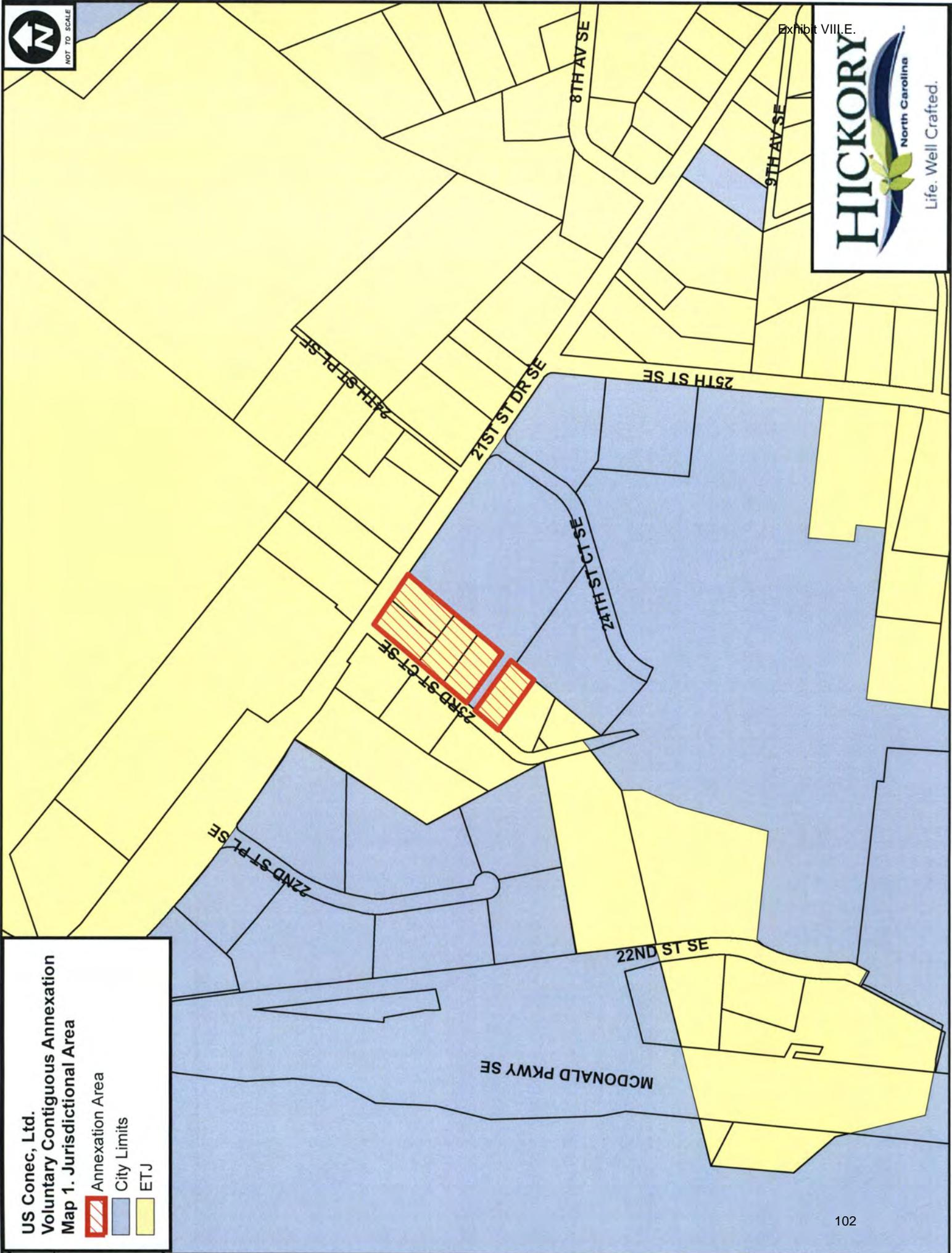
Debbie D. Miller, City Clerk

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

Arnita Dula, Deputy City Attorney



Exhibit VIII.E.

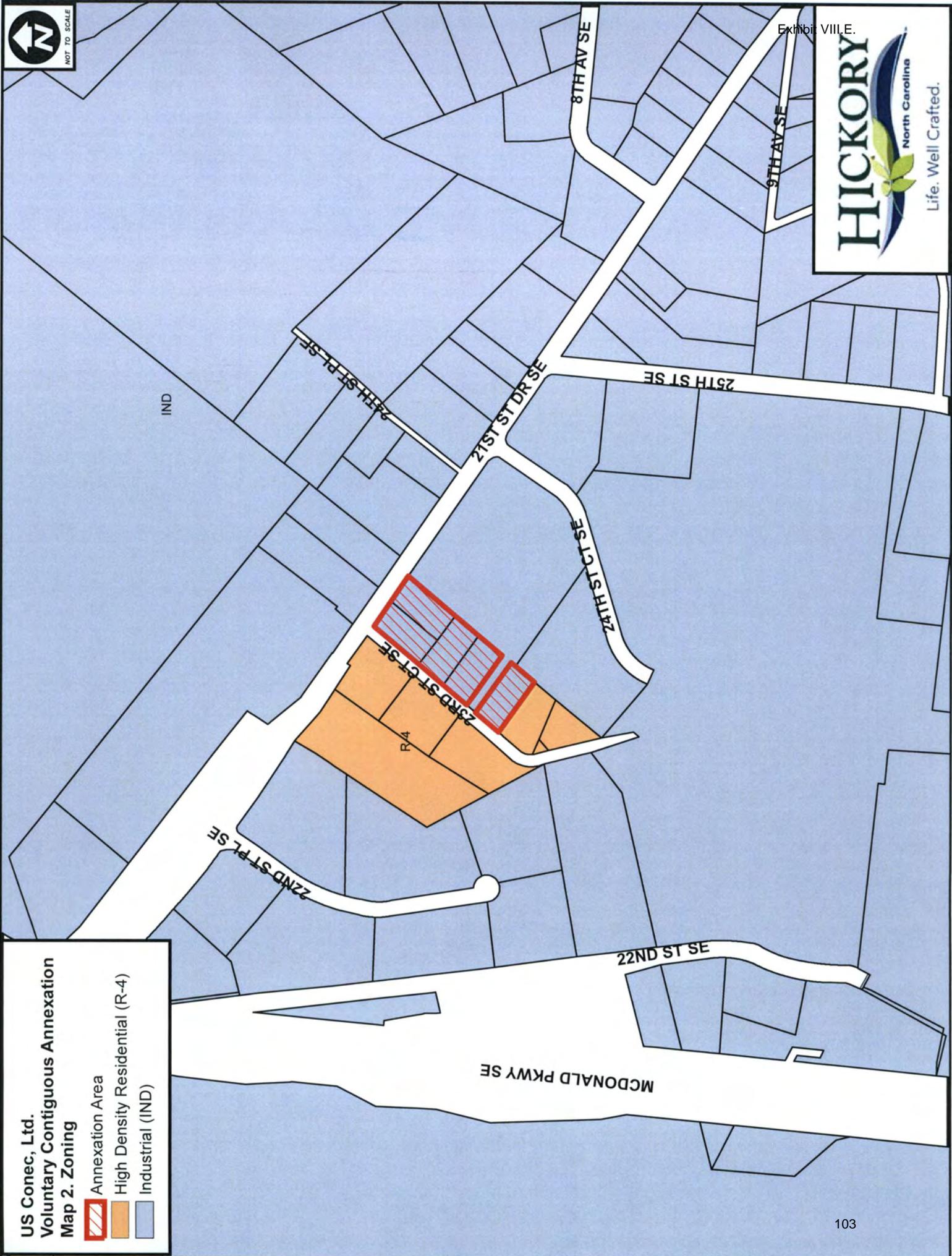
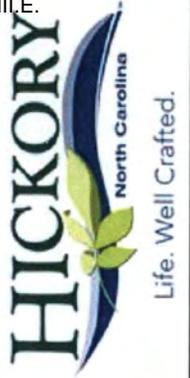


US Conec, Ltd.
Voluntary Contiguous Annexation
Map 1. Jurisdictional Area

-  Annexation Area
-  City Limits
-  ETJ



Exhibit VIII.E.



**US Conec, Ltd.
Voluntary Contiguous Annexation
Map 2. Zoning**

-  Annexation Area
-  High Density Residential (R-4)
-  Industrial (IND)



Exhibit VIII.E.



US Conec, Ltd.
Voluntary Contiguous Annexation
Map 3. 2014 Aerial Photo



Annexation Area

19

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: August 22, 2016
Re: Call for Public Hearing to Consider Vacant Building Demolition Grant for Jerry Lee Pruitt, LLC.

REQUEST

Call for a 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 call for a public hearing to consider the Vacant Building Demolition Grant 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
Initiating Department Head

8/22/16
Date

Annita M. Dula
Deputy City Attorney, A. Dula

8-23-16
Date

Rodney Miller
Asst. City Manager Rodney Miller

8-24-16
Date

A. Surratt
Asst. City Manager, A. Surratt

9/1/16
Date

Melissa Miller
Finance Officer, Melissa Miller

8-24-16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

8-24-16
Date

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

A. Surratt
Interim City Manager, A. Surratt

9/1/16
Date



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: 828-328-8777 E-Mail: dcrmcenrddp@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

Total Cost of Demolition ~~Renovation~~ Project (excluding property acquisition): \$ 1,577,000 (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

- 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

ASHLYN M MCCANN
 Notary Public
 Alexander Co., North Carolina
 My Commission Expires April 27, 2021

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 Pruett's 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

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)

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

- 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

```

|*****| ||_
|   JW Demolition   | ||'|",_
|.....-|=||JWD|..:]
"(@)'(@) " " " " " " |(@)'(@)** ** * (@)
  
```

From: Foyle Perkins WPerkins@DHGRIFFIN.com
Subject: FW: Message from "RNP0026737A03BE"
Date: June 7, 2016 at 10:51 AM
To: dermcenterdrp@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.



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

We hereby submit specifications and estimates

TAX: demigretedupifconctat nst

Based on site inspection and plans descriptions, DH Griffin Wrecking Company, Inc. (DHG) the following scope of services:

This needs to be amended to 4' below grade.

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 slabs 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.

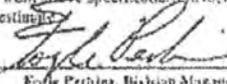
Demolition debris used for fill shall be placed so as to cause no subsidence of overlying fill.

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: 
 Kyle 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

Demo Contract .DOC



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: demcenterdhp@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~~
7. Demolish all buildings down to top of slabs 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.

\$ 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: [Signature]
Foyle 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: democenter@coincart.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*

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 feet} below grade instead of being removed.

\$157,000
~~\$150,000.00~~
~~\$130,000.00~~

7. Demolish all buildings down to top of slabs filling pits with brick and block from demolition.

For Trenches broken off 4 feet below grade that 4 feet 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 ~~demolished~~ areas of demolition will be to level of acceptable grade for water flow/erosion + will be grazed, 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.

Excludes removal of Electrical transformer but DA 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 could be confirmed,
 - (b) Handling of the tank shall be in accordance with requirements of DAEWR & the Brownfield Eligibility requirements which are binding on this property.
 - (c) If acceptable price can not be agreed to by owner & D.H. Griffin, owner shall have option of bids from others.
 - (d) Salvage rights to ~~the~~ tank shall be reflected in final price as negotiated by D.H. 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: *Joseph Perlins*
 Joseph 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

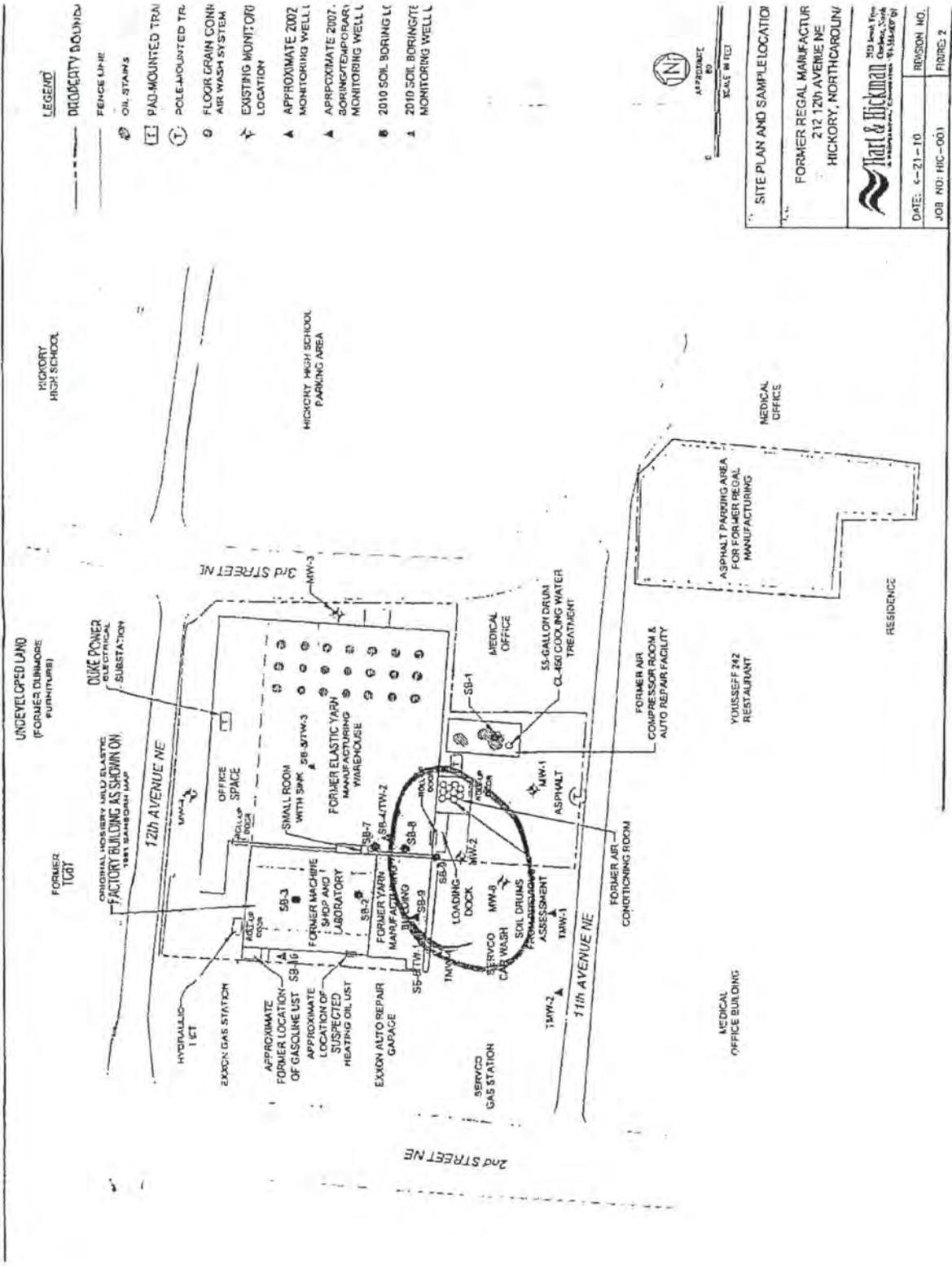
(Also if there are certain
chemicals or whatever
that are excluded need to
know what)

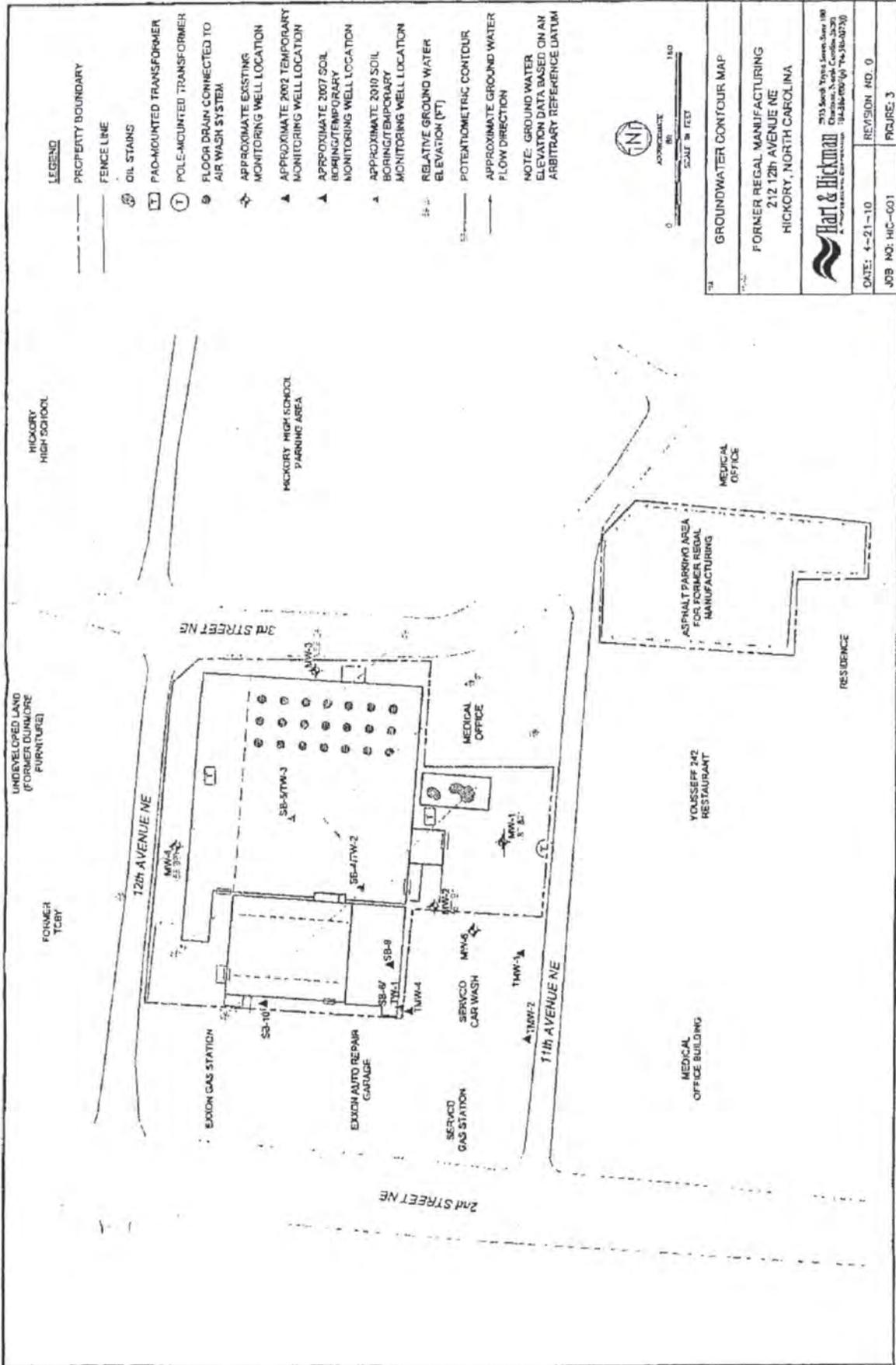
Fees / Permits

Landfill

$\frac{700 \text{ ton}}{\text{C+D}} \leftrightarrow \$ \underline{17,000}$

(what if Trench is removed /
(more tons)





LEGEND

- PROPERTY BOUNDARY
- - - FENCE LINE
- ☉ OIL STAINS
- ☐ PAD-MOUNTED TRANSFORMER
- POLE-MOUNTED TRANSFORMER
- ⊕ FLOOR DRAIN CONNECTED TO AIR WASH SYSTEM
- ➔ APPROXIMATE EXISTING MONITORING WELL LOCATION
- ▲ APPROXIMATE 2002 TEMPORARY MONITORING WELL LOCATION
- ▲ APPROXIMATE 2007 SOIL BORING/TEMPORARY MONITORING WELL LOCATION
- ▲ APPROXIMATE 2010 SOIL BORING/TEMPORARY MONITORING WELL LOCATION
- ⊕ RELATIVE GROUND WATER ELEVATION (FT)
- POTENTIOMETRIC CONTOUR
- APPROXIMATE GROUND WATER FLOW DIRECTION

NOTE: GROUND WATER ELEVATION DATA BASED ON AN ARBITRARY REFERENCE DATUM

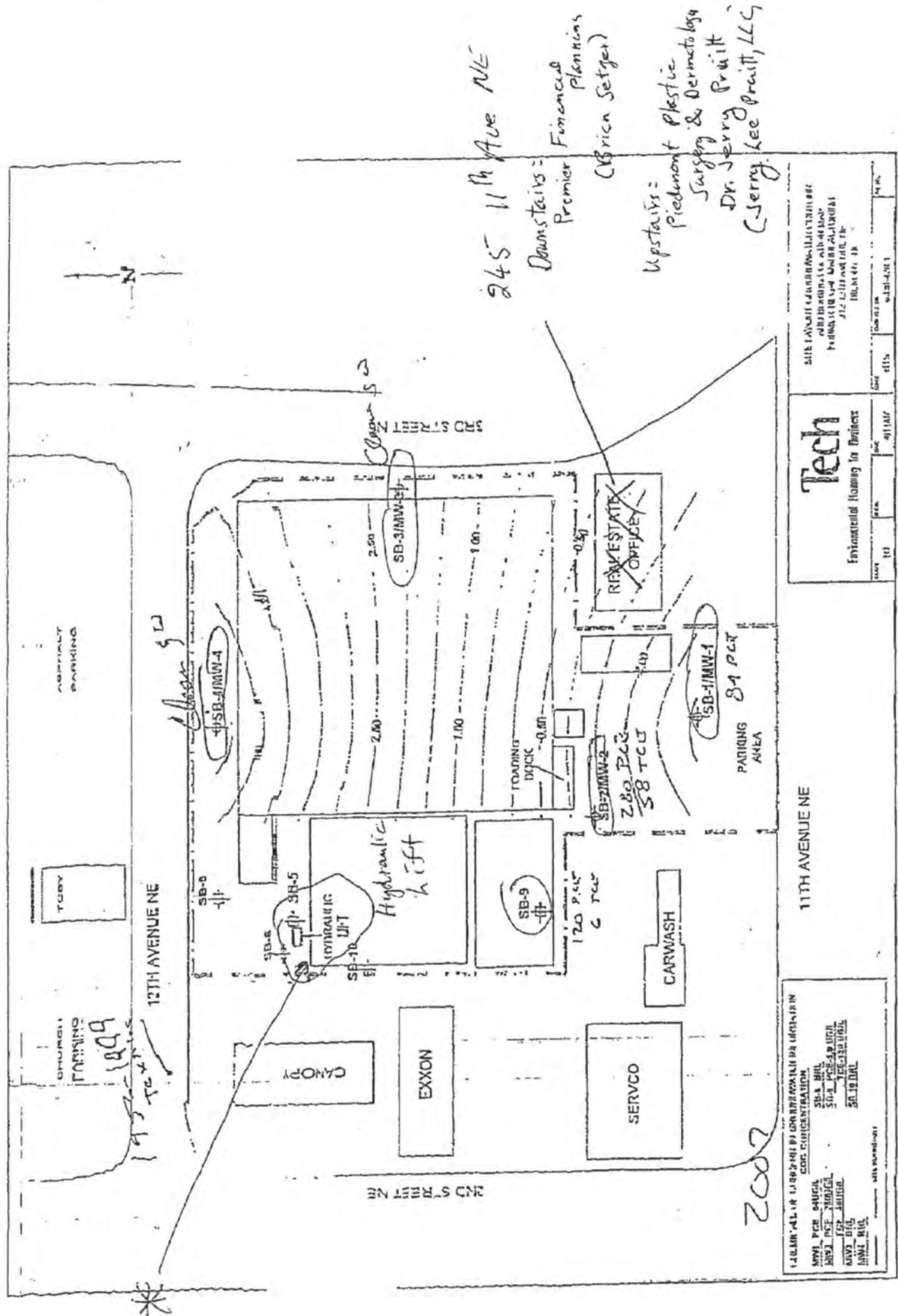


GROUNDWATER CONTOUR MAP

FORMER REGAL MANUFACTURING
212 12th AVENUE NE
HICKORY, NORTH CAROLINA

Hart & Hickman
A PROFESSIONAL CORPORATION
2715 South Tryon Street, Suite 100
Charlotte, North Carolina 28203
(704) 366-0070

DATE: 4-21-10 REVISION NO. 0
JOB NO: HIC-601 FIGURE 3



245 11th Ave NE

Downstairs = Premier Financial Planning (Briana Setzer)

Upstairs = Piedmont Plastic Surgery & Dermatology (Dr. Jerry Pruitt, C. Jerry Lee Pruitt, LLC)

12TH AVENUE NE

11TH AVENUE NE

CHURCH PARKING

TBODY

175 TEX

1809

SB-0

SB-1

SB-2

SB-3

SB-4

SB-5

SB-6

SB-7

SB-8

SB-9

SB-10

SB-11

SB-12

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SB-95

SB-96

SB-97

SB-98

SB-99

SB-100

LOADING DOCK

RESTATEMENT OFFICE

PARKING AREA

2002

TECH

Environmental Planning for Architects

DATE: 10/11/07

SCALE: 1/8" = 1'-0"

PROJECT: 245 11th Ave NE

SHEET: 1 OF 1

DATE: 10/11/07

SCALE: 1/8" = 1'-0"

PROJECT: 245 11th Ave NE

SHEET: 1 OF 1

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Dave Leonetti, Community Development Manager, Planning Department
Contact Person: Dave Leonetti, Community Development Manager
Date: August 16, 2016
Re: Call for Public Hearing to consider FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER)

REQUEST

Call for a 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 call for a public hearing to consider 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

8/19/16

Date

Amanda M. Dula
Deputy City Attorney, A. Dula

8-25-16

Date

Asst. City Manager Rodney Miller

8-24-16

Date

Asst. City Manager, A. Surratt

9-1-16

Date

Finance Officer, Melissa Miller

8-24-16

Date

Purchasing Manager, Bo Weichel

8-24-16

Date

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

Interim City Manager, A. Surratt

Date

9-1-16

City of Hickory

Consolidated Annual Performance and Evaluation Report

July 1, 2015 to June 30, 2016



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.

CAPER

1

- 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%

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 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 to 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.



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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 BENEFITING 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



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: Children's Advocacy & Protection Center's Vigil
 Applicant Name & Title: Kate Landry, Community Education & Outreach Coordinator
 Organization: Children's Advocacy & Protection Center (CAPC)
 Mailing (Billing) Address: 4360 County Home Rd.
 City / State / Zip: Conover, NC 28613
 Daytime Phone: 828-465-9296 Cell: 828-455-1012 Email: klandry@catawbacountync.gov
 Description of the Event: Catawba County DSS, law enforcement, prosecution, community volunteers, and all other CAPC partners and supporters gather to hold a Vigil for the children who lost their lives due to abuse in the state of NC. T-shirts are hung for each child.
 Does the event have a Twitter, Facebook or other social networking page? No
 If yes, please list URL(s): _____

Event Address: <u>The Sails on the Square</u>	
Date of Event: <u>Tuesday, October 25, 2016</u>	
Event Start Time: <u>12:00 noon</u>	Event End Time: <u>1:00 P.M.</u>
Road Closure Begins (if applicable): <u>N/A</u>	Road Closure Ends (if applicable): <u>N/A</u>
Set-Up Begins: <u>10:30</u>	Clean-Up Ends: <u>1:30</u>
Preferred Date & Time of Inspection: <u>N/A</u>	
Estimated Attendance: <u>50-100</u>	
The Event is: <u>Private (by invitation only)</u> or <input checked="" type="checkbox"/> <u>Open to General Public</u>	
Describe the procedures to be used for selecting participants and vendors for this event: <u>N/A</u>	

APPLICANT'S SIGNATURE *Kate Landry* DATE: 8/10/16

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: 0

Type(s) of music: Vocals, guitar, keyboard

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: noon Finish time: 1:00 p.m.

HAZARDOUS MATERIALS

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

Will there be any portable heaters? Yes No

Will there be any deep fat fryers? Yes No

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

ALCOHOL

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

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

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

Who will be serving the alcohol? N/A

Times for alcohol to be served: N/A

Locations within event site where alcohol will be served: N/A

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

VENDORS

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

VENDOR NAME	ADDRESS	PHONE NUMBER(S)

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

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

VENDORS

Does the event include food vendors? ___ Yes No

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

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

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

VENDOR	COOKING METHOD	FOOD ITEM

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

EVENT SCHEDULE

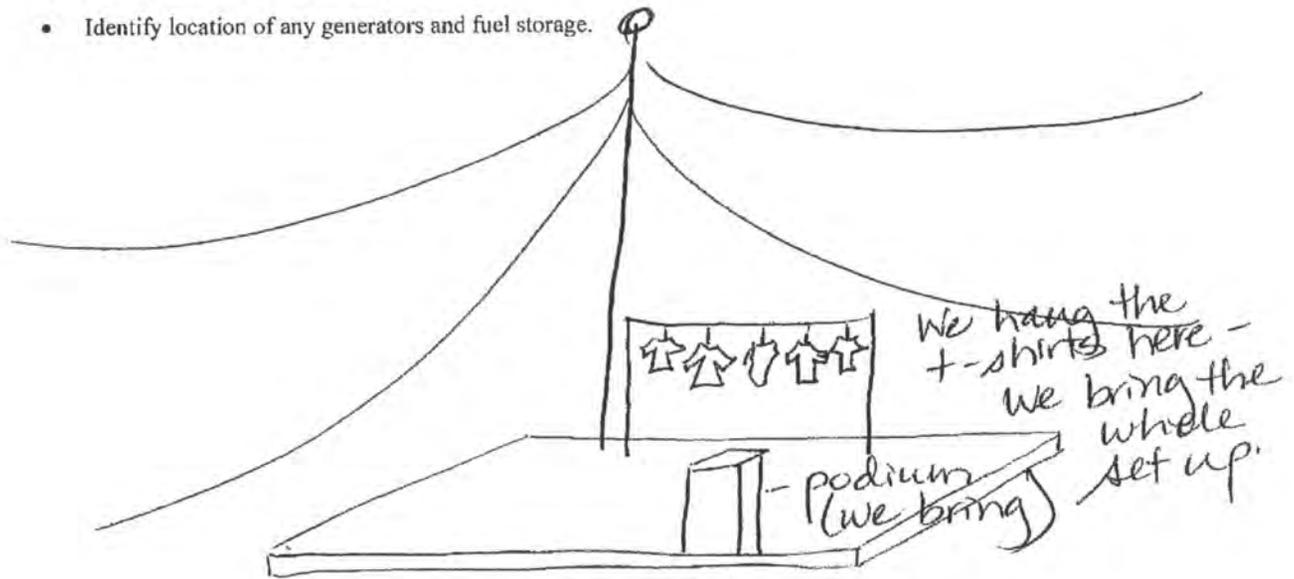
Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will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

DATE	TIME	ACTION	ADDITIONAL NOTES
10/25/16	10:30 A.M.	Set-Up	
10/25/16	noon	Event starts with a welcome by CAPC staff	
10/25/16	12:15	T-shirts are hung on a clothesline for each child	
10/25/16	12:30	Speakers and a song	
10/25/16	1:00	Event ends	
10/25/16	1:30	Set up taken down and completed	

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.



Sails on the square

guests (50-100)
Stand here

Parking at regular parking spots is all that is required.

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: N/A % 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. KL

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

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

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

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

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. KL

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). KL

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. KL

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)
- NA 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:

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

-Waiver Request

- NA 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.

Children's Advocacy & Protection Center

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

To provide a coordinated, multidisciplinary response to child sexual abuse and physical abuse/neglect.

LIST ORGANIZATIONS OFFICERS:

Matt Fallow- Executive Chair

828-455-4927

TELEPHONE

TELEPHONE

TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Kate Landry

828-465-8162 or 828-455-1012

NAME

TELEPHONE

4360 County Home Rd., Conover, NC 28613

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.

08/10/2018

Date

Adrienne Opdyke

President

Children's Advocacy & Protection Center

Non-Profit Organization

Approved by:

CITY MANAGER



DATE

8/18/16

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 Children's Advocacy & Protection Center _____, 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 10th day of August, 2016
Adrienne O'Keefe
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2016

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 First Security Co., Inc. An ISU Network Member P O Box 2205 Hickory, NC 28603-2205 Joab Cotton	CONTACT NAME: Joab Cotton PHONE (A/C, No, Ext): 828-322-4171 FAX (A/C, No): 828-327-0563 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Selective Insurance Co of SC</td> <td style="border: none;">19259</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Selective Insurance Co of SC	19259	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Children's Advocacy Center of Catawba County 4360 County Home Road Conover, NC 28613															

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"/> Professional Liab <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	S2022268	02/05/2016	02/05/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMPIOP AGG \$ 3,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE \$
							OTHER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Property Replacement Cost			S2022268 SPECIAL FORM	02/05/2016	02/05/2017	Contents 125,729 Deductibl 500

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

City of Hickory is Additional Insured with regards to General Liability. Coverage applies as required by written contract with regards to bodily injury and property damage, in whole or part, by ongoing operations of Insured under such contract.

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



updated for Livermush Festival

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

City of Hickory
Special Events/Activities Application
 (Must be submitted to Development Assistance Center D.A.C.)

SPECIAL EVENT APPLICATION
PUBLIC PROPERTY EVENTS

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

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

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

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

APPLICANT INFORMATION

Name of Event: Downtown Hickory Farmers Market 2016
 Applicant Name & Title: Sarah Taylor Wood, manager
 Organization: Downtown Hickory Farmers Market
 Mailing (Billing) Address: PO Box 45
 City / State / Zip: Hky NC 28603
 Daytime Phone: 828.308.6508 Cell: same Email: hickoryncfarmersmarket@gmail.com
 Description of the Event: Farmers Market - produce, meats, bread, fish, eggs, cheeses, soaps + crafts
 Does the event have a Twitter, Myspace, Facebook or other social networking page? Facebook/Instagram
 If yes, please list URL(s): www.hickoryfarmersmarket.com

Event Address: <u>Union Square</u>	
Date of Event: <u>4/16/16 through 11/26/16 (closed for Oktoberfest/shuck fest)</u>	
Event Start Time: <u>10am (Wed) 8am (Sat)</u>	Event End Time: <u>3pm (Wed) 1pm (Sat)</u>
Road Closure Begins (if applicable): <u>NA</u>	Road Closure Ends (if applicable): <u>NA</u>
Set-Up Begins: <u>1.5 hour prior to opening</u>	Clean-Up Ends: <u>1 hour after closing</u>
Preferred Date & Time of Inspection: <u>ANY</u>	
Estimated Attendance: <u>2500 weekly</u>	
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
Describe the procedures to be used for selecting participants and vendors for this event: <u>Approved applications / food demos / music tapes approved</u>	

APPLICANT'S SIGNATURE Sarah Taylor Wood DATE: 11-2-15

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

TENTS & MEMBRANE STRUCTURES

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

Will tent(s) be used for the event? Yes No

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

of Tent(s) 16 (fabric structure that is OPEN on all sides ~~exceeding 700~~ not exceeding 600 square feet)

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

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

Will Membrane(s) be used for the event? Yes No

of Membrane Structure(s) _____ exceeding 400 square feet

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: N/A Phone: _____ Email: _____

Will you use electric power from an existing structure? Yes No (Sails polls)

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

Provide contact information for person responsible for setup of power:

Name: N/A Phone: _____ Email: _____

VOICE/MUSIC AMPLICATION

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

If yes, state the number of bands and type of music: Number of bands: 1 per event. Lighter

Type(s) of music: music - folkart, acoustic guitar, violin, bongos, bluegrass

Will a portable or temporary stage be utilized? Yes No String + jazz

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

Provide contact information for contractor providing stage:

Name: N/A Phone: _____ Email: _____

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

Will your event use amplified sound? Yes No (occasionally)

If yes, please indicate times: Start time: start times Finish time: ending times of events.

updated 8/3/16
Sarah Taylor Wood

HAZARDOUS MATERIALS

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No **Food vendors - 20 ft. from Sails**
 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 828-313-7522 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? **Shadow Line Vineyard**

Times for alcohol to be served: **DHFM hours only 8am - 1pm**

Locations within event site where alcohol will be served:
"Sitting" stage (wood platform w/ wood semi-circle bench) and grassy area behind platform only)

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

* ALL permits submitted via Shadow Line Vineyard

VENDORS

List all commercial vendors who will be present to log the event (selling, selling, sampling, or displaying). Vendors are required to obtain a city privilege license. Use additional sheet as paper if necessary.

VENDOR NAME	ADDRESS	PHONE NUMBER(S)
David Crosby (The Dog House)	731 10 th St Dr NW Hky	828-781-9281
Scott Brittain (Kettle Korn)	1642 B Ave SE Hky	828-238-6167
Lynelle Cool (Cool Cat Dogs)	310 1 st Ave S. Conover	828-462-9080
Brian Rollins (Good Wood Pizza)	3875 Wilfong Rd Lincolnton	980-241-9099
Anna's (Kettle Korn)	PO Box 11222 Kiny NC	919-607-4830
Shadow Line Vineyard	2550 Shadow Line Lane, Granite Falls	828-234-5773

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

N/A

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.

* Please see attached sheet for Livermush Festival details

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
The Dog House / Cool Cat Dogs	propane gas (both)	hotdogs
Omni's / Kettle Korn	propane gas (both)	Popcorn / Pork skins
Good Wood Pizza	wood fired	pizza

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.

NOTE: ONLY 1 hotdog and 1 Kettle Korn vendor per event.

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
4/9/15 -		2016	
11/26/15		Downtown Hickory Farmers Market - every Wednesday 10am - 3pm & Saturday 8am - 1pm	'CLOSED for Oktoberfest & Shuck 'n Peel Party 10/8 & 11/12
		NOTE: We are NOT applying for any Thursday evenings this season.	

CITY SERVICES

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

ROLLOUT CARTS

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

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

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

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

How many rollout carts are you requesting for trash? 3

How many recycle carts are you requesting? 3

Delivery Location? Public restrooms on Union Square

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

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

PUBLIC PROPERTY CLEAN-UP

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? Farmers market staff + market vendors

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

Date & Time for clean-up staff arrival: _____

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

Water Service Wastewater Service Portable Toilet Service

SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

Beer/Alcohol Security Stage Security Event Area Security Gate Security

Road Closure Security Money Handling Security Other

TOWING ENFORCED for Wed. & Sat. markets

Overnight Security From NA To _____

Dates & Times security will be on site: NA

Security provided by: NA Number of Security Personnel: —

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

SITE PLAN

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

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

SITE PLAN SKETCH

See attached site plan ~
 for DHFM Wed + Sat
 ONLY - NO 'Tastin', Tunes +
 Tomatoes this season.

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

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

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

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

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

Downtown Hickory Farmers Market
NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:
Local farmers market inclusive of
produce, eggs, cheeses, meats, fish, soaps,
lotions, crafts

LIST ORGANIZATIONS OFFICERS:
Shiloh Avery - Chair 336-452-2920
TELEPHONE
Nancy Willingham - Secretary 828-324-7278
TELEPHONE
Sarah Burnham - Treasurer 828-638-8384
TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:
Shiloh Avery 336-452-2920
NAME TELEPHONE
841 Sand Ridge Rd. Millers Creek NC 28651
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.

11-2-15
Date

* Shiloh Avery
President
Downtown Hickory Farmers Market
Non-Profit Organization

Approved by:
[Signature]
CITY MANAGER

8/19/16
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, party of the first part, and the Downtown Hickory Farmers Market, a non-profit organization with its principal place of operation being Catawba County, North Carolina, party of the second part:

WITNESSETH:

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

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

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

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

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



North Carolina Alcoholic Beverage Control Commission
TEMPORARY PERMIT
T00235588



ISSUED TO:

Shadow Line Vineyard LLC
Shadow Line Vineyard
2548 Shadow Line Lane
Granite Falls, NC 28630

DATE ISSUED:

11/18/2015

DATE EXPIRES:

06/05/2016

EXTENDED TO:

12/05/2016

COUNTY: Caldwell

The following permit(s) are hereby issued:

- UNFORTIFIED WINERY G.S. 18B-1101**
- WINE WHOLESALER G.S. 18B-1107**
- WINERY SPECIAL EVENT G.S. 18B-1114.1**
- WINE SHIPPER G.S. 18B-1001-1**

This certifies that the above named permittee is authorized to sell, possess, transport and/or allow possession of alcoholic beverages on the premises designated above in accordance with the applicable provisions of Chapter 18B of the General Statutes and the Rules of the Commission. This permit is valid for not more than 180 days from the issue date unless sooner suspended or revoked and is not transferrable.

James C. Gardner, Chairman



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2016

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 LifeStore Insurance Services, Inc. 324 Morganton Blvd., SW Lenoir NC 28645		CONTACT NAME: Teresa Wright PHONE (A/C, No, Ext): (828) 758-4453 E-MAIL ADDRESS: twright@golifestore.com FAX (A/C, No): (828) 757-9206	
INSURED Shadow Line Vineyard LLC 2548 Shadow Line Lane Granite Falls NC 28630		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master PKG **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.

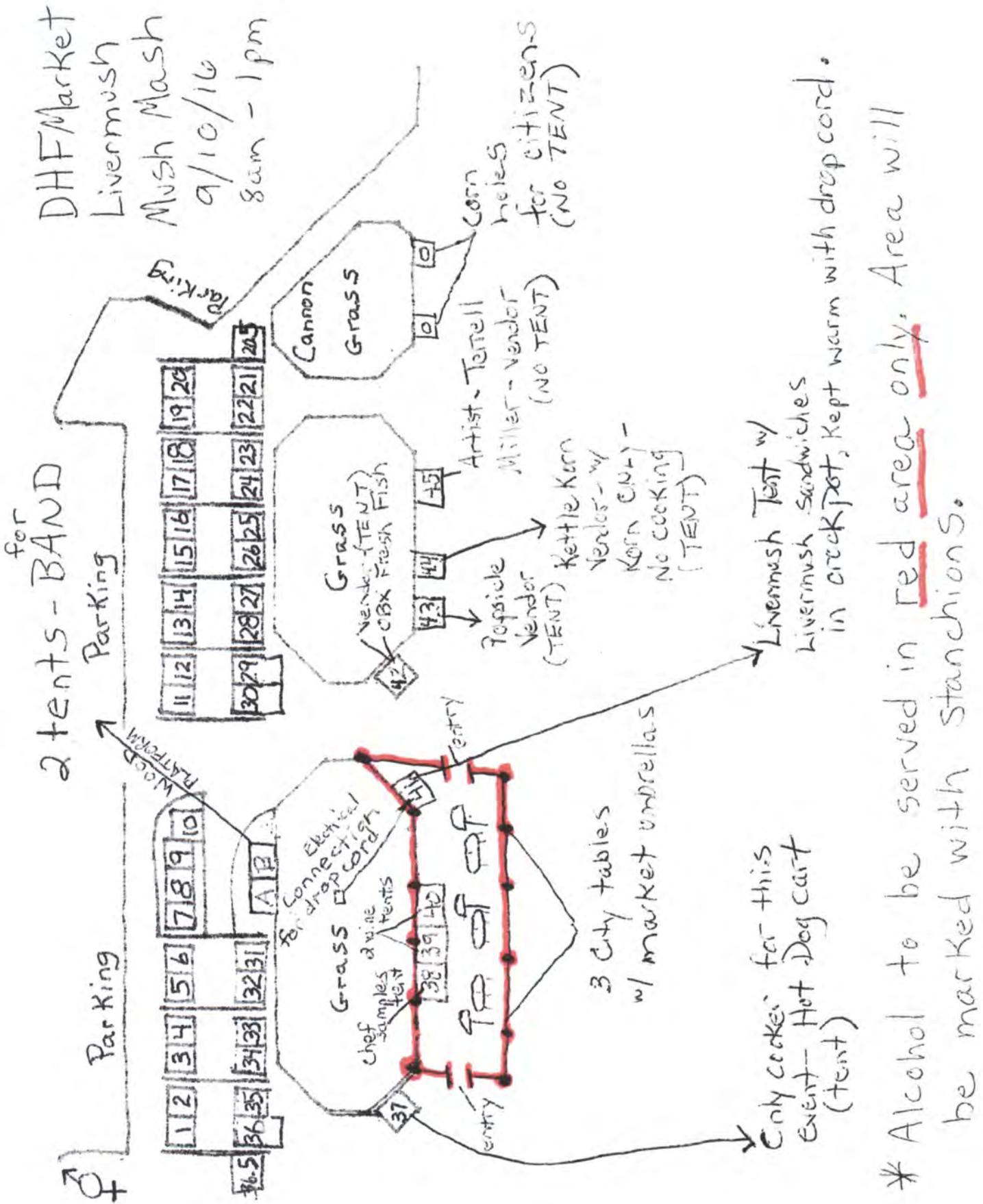
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC4068376	1/5/2016	1/5/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City of Hickory PO Box 398 Hickory, NC 28603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Teresa Wright/TERESA <i>Teresa Wright</i>

COMMENTS/REMARKS

Certificate holder, City of Hickory, is also listed as additional insured in respect to General Liability.





Livermush Festival (aka "Mush Mash") Overview

In an effort to start our own City's twist on a local Farmers Market Fall Festival, the Hickory Farmers Market is hosting a Livermush Festival on Saturday 9/10/16.

The idea is to create a family fun festival atmosphere and draw citizens and surrounding cities' citizens to Union Square, during regularly scheduled market hours, 8am – 1pm. And afterwards, to have these folks enjoy our shops and restaurants downtown.

*Bob Sinclair & the Big Deals are playing music (which is graciously sponsored by the City of Hickory).

*Post Office BBQ is selling Livermush sandwiches.

*The Fresh Depot will have a Livermush brunch special.

*The Olde Hickory Station is making & sampling their crafted Livermush, alongside house-made mustards. They are also letting the market borrow their corn hole boards.

*Market on Main is doing a Chef's Demo.

*Every Farmer or vendor is participating by donating a hand crafted item or produce, meat, fish, cheese, herbs or flowers coupon to a raffle to win a Farmers Market Gift Crate, and having "Mush Mash Specials" and major food tastings during the Mush Mash.

*Downtown merchants will celebrate as well, and have "Mush Mash Sales", (participating in the same fashion they did at the Lavender Festival on 6/11).

We would enjoy putting a comical spin on this festival by having Shadow Line Vineyards host a wine tasting ~ pairing wines with Livermush and the Chef's demos and restaurant samples. We would also enjoy allowing Shadow Line to sell wine by the glass...only in the area of the wooden platform with the semi-circle wooden bench, and the grassy area behind that. This area would be marked off with signs and stanchions.



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

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

SPECIAL EVENT APPLICATION

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: Western North Carolina Chili Cook Off
 Applicant Name & Title: Andrea Beatty - Chili Cook Off Coordinator
 Organization: Shooting Stars Hickory Gymnastics Booster Club
 Mailing (Billing) Address: 1716 Indian Springs Dr. NW
 City / State / Zip: Conover, NC 28613
 Daytime Phone: 828-238-1020 Cell: 828-238-1020 Email: andrea.beatty@att.net
 Description of the Event: This event is a fun outdoor event for the entire community complete with a Cornhole tournament, inflatables, vendors, official CASI Chili cooking and judging, raffles, door prizes.
 Does the event have a Twitter, Facebook or other social networking page? yes
 If yes, please list URL(s): www.facebook.com/wncchilicookoffssbc, www.facebook.com/shootingstarshickory

Event Address: 2500 Clement Blvd. NW, Hickory, NC 28601	
Date of Event: September 17th, 2016	
Event Start Time: 8:00 a.m.	Event End Time: 6:00 pm
Road Closure Begins (if applicable): n/a	Road Closure Ends (if applicable): n/a
Set-Up Begins: 8:00 am	Clean-Up Ends: 7:00 pm
Preferred Date & Time of Inspection:	
Estimated Attendance: 200+	
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: We will be promoting via facebook, our gym, the CASI official calendar and newsletter for chili cooks, word of mouth and door to door for restaurants, etc.	

APPLICANT'S SIGNATURE Andrea Beatty Digital signed by Andrea Beatty
 DN: cn=Andrea Beatty, o=Shooting Stars Hickory, email=andrea.beatty@att.net, c=US, 2016.09.17 10:30:00 -0400 **DATE:** 7/7/2016

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) ⁰ _____ exceeding 400 square feet

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

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

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

Provide contact information for person responsible for setup of power:

Name: _____ Phone: _____ Email: _____

VOICE/MUSIC AMPLICATION

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

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

Type(s) of music: _____

Will a portable or temporary stage be utilized? Yes No

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

Provide contact information for contractor providing stage:

Name: _____ Phone: _____ Email: _____

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

Will your event use amplified sound? Yes No

If yes, please indicate times: Start time: _____ Finish time: _____

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? Crawdads Cafe and Concessions

Times for alcohol to be served: 11:30-5pm

Locations within event site where alcohol will be served: Crawdads Cafe /Concessions
LP Franz Stadium
2500 Clement Blvd. NW
Hickory, NC 28603

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)
See Attached form for all Vendors involved		

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)

<i>VENDOR</i>	<i>COOKING METHOD</i>	<i>FOOD ITEM</i>
Local Restaurants		Chili
Crowdads Cafe and Concessions		variety of menu items

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
		See attached	

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

**** 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 applicable Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.

Chili Appreciation Society International - Piedmont Pepper Pod

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

CASI is a non-profit organization that helps communities and community organizations put on Chili Cook Off Fundraising events. This will be our second Annual WNC /CASI Chili Cook Off coordinated by the Shooting Stars Booster Club. A not for profit organization dedicated to supporting competitive gymnasts and their families.

LIST ORGANIZATIONS OFFICERS:

John N. Nolan - President

336-749-9088

TELEPHONE

Bill Thomas - Vice President

cw.thomas2@earthlink.net

TELEPHONE

Brent Lundy - Treasurer

704-202-0723

TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Andrea Beatty

828-238-1020

NAME

TELEPHONE

1716 Indian Springs Dr. NW, Conover, NC 28613

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.

8/7/2016

Date

John N Nolan

President

CASI- Piedmont Pepper Pod

Non-Profit Organization

Approved by:


CITY MANAGER

8/30/16
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 **CASI- Piedmont Pepper Pod** _____, 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.

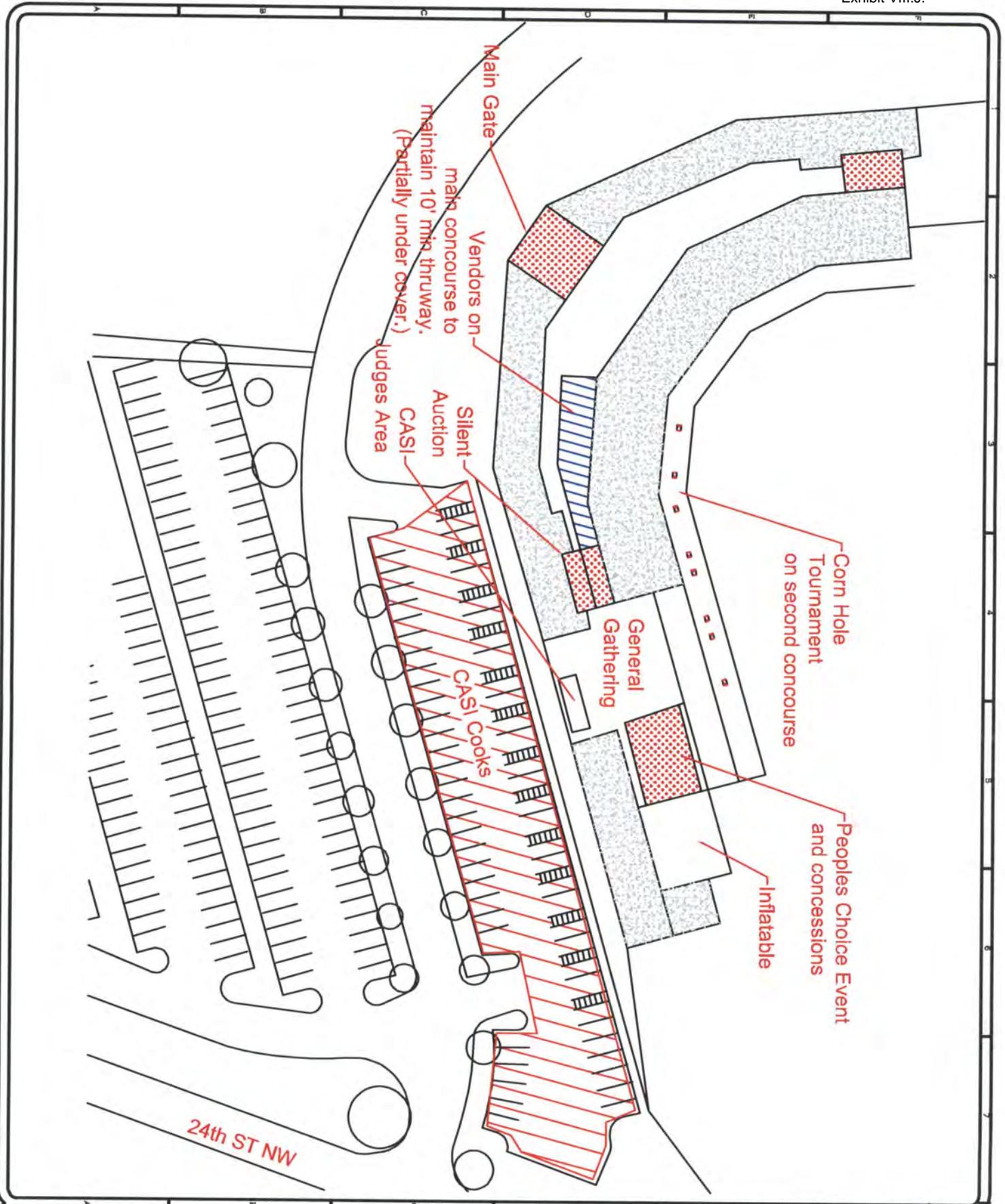
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the 7th day of August, 2016.

John N Nolan

President

CASI-Piedmont Pepper Pod



Event Layout	
Project number	8-2-16
Drawn by	CLM/ly
Checked by	
Scale	AS IS
Sheet No.	A-3

**WESTERN NORTH CAROLINA
CHILI COOK-OFF**

PLEASE REVIEW THIS DRAWING CAREFULLY. IF REPRESENTS OUR INTEREST IN THE EVENT OF THE CONTRACT DOCUMENTS, HOWEVER, WE ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SHOWN ON THE CONTRACT DOCUMENTS. THIS IS THE RESPONSIBILITY OF THE USER. UNLESS NOTED TO THE CONTRARY, OUR DRAWINGS ARE TO BE USED WITHOUT APPROVAL BY US. IT IS ASSUMED THAT ALL INFORMATION SHOWN HEREIN HAS THE APPROVAL OF THE APPLICABLE AUTHORITY. ANY CHANGES TO BE MADE TO THIS DRAWING OR THESE CONDITIONS, INCLUDING UNAUTHORIZED CHANGES, MUST BE APPROVED BY US IN WRITING AND BE CONSIDERED AS CONTRACT CHANGES.



Vendor Registrations for Western North Carolina Chili Cook Off – September 17th, 2016
Both confirmed and pending:

Pamela Pope – It Works Global; 3980 Anderson Mt. Rd., Maiden, NC 28650 – 828-962-1931

Sharon Bell – Independent Beauty Consultant with Mary Kay Cosmetics; 3614 Buffalo Shoals Rd., Newton, NC 828-234-7144

Mary Sorensen – Plexus Worldwide – 6293 Karen Dr., Claremont, NC 28610 828-855-1750

Rebecca Fulbright – Tastefully Simple – 4006 Buffalo Shoals Rd., Newton, NC 28658 828-312-0248

Barbara Dodson – Sweet Barbie Jamz, LLC – 2659 Sandy Ford Rd., Newton, NC 28658 828-330-0447/ 828-455-7506

Elechia Morgan – Muscle RX – 1331 4th St. Dr. NW, Hickory, NC, 28601 828-322-6979

Suzanne Hall – Origami Owl – 4207 Section House Rd., Hickory, NC 28601 609-575-1391

Katlyn Sigmon – 7th Street Haven (home décor) –

Faith Evans – Young Living Oils – pending

Lyndsey Lawhon – Lu Larou clothing - pending

Kristin Wooten – Rhodan and Fields – pending

Sandra Kimsey – Circle of Love Wreaths - pending

Katie Cale – 31 – pending

Linda Hicks – soap and jewelry- pending

Shae Bolick – The Sower and the Seed – pending

Rhonda Branch – Usbourne Books - pending

8

COUNCIL AGENDA MEMOS

Exhibit VIII.K.

To: City Manager's Office
From: Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities
Contact Person: Kevin B. Greer, PE
Date: September 6, 2016
Re: Geitner Basin Replacement/Rehabilitation Project Utility Easement

REQUEST

Staff requests acceptance of a Temporary Construction and Permanent easement for the property of Amerco Real Estate Company described as PIN: 3702-14-44-3045 for installation of utilities infrastructure.

BACKGROUND

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.

ANALYSIS

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

RECOMMENDATION

Staff recommends acceptance of a Temporary Construction and Permanent easement for the property of Amerco Real Estate Company described as PIN: 3702-14-44-3045 for installation of utilities infrastructure.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen *KPH 8-17-16* 8/18/2016
Initiating Department Head Date

Rodney Miller *8-31-16* 8-31-16
Asst. City Manager Rodney Miller Date

Melissa Miller *8-29-16* 8-29-16
Finance Officer, Melissa Miller Date

Date

A. Dula
Deputy City Attorney, A. Dula

8-29-16
Date

A. Surratt
Asst. City Manager, A. Surratt

8/31/16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

8-31-16
Date

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

A. Surratt
Interim City Manager, A. Surratt

8/31/16
Date

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

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

**DEED OF EASEMENT
(Sewer)**

THIS DEED OF EASEMENT, made this 28 day of July, 2016, by and between **Amerco Real Estate Company**, having a mailing address of **2727 N Central Ave, Phoenix, AZ 85004-1155**, (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 by W. Steve Ikerd and wife, Betty M. Bambalis Ikerd, pursuant to deed recorded in Book 3244 at Page 1883 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 throughout the City of Hickory.

**AMERCO REAL ESTATE COMPANY 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:

Being all of that area as shown on the attached Exhibit "A" entitled "Sewer Line Easement for: City of Hickory across the Property of: Amerco Real Estate Company", prepared by J. Dallas Gordon, Professional Land Surveyor L-4826, dated June 16, 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 3244 at Page 1883 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3702-14-44-3045.

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 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,

**AMERCO REAL ESTATE COMPANY TO CITY OF HICKORY
DEED OF EASEMENT**

-- 2 --

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.

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

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

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

(SEAL)
_____, President

AMERCO REAL ESTATE COMPANY TO CITY OF HICKORY
DEED OF EASEMENT

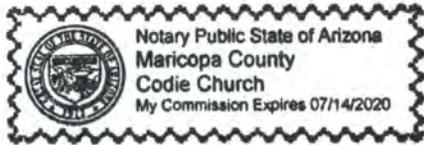
-- 3 --

ARIZONA
STATE OF ~~NORTH CAROLINA~~
COUNTY OF MARICOPA

ARIZONA

I, Codie Church, a Notary Public of ARIZONA County, North Carolina, do hereby certify that Carlos Vizcarra, President of Amerco Real Estate Company personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 28th day of July, 2016.



Codie Church

Notary Public

My Commission Expires: 7/14/16

AMERCO REAL ESTATE COMPANY TO CITY OF HICKORY
DEED OF EASEMENT

ACCEPTANCE

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

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

ATTEST:

(SEAL)

Andrea Surratt, Interim City Manager

Debbie D. Miller, City Clerk

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

Arnita M. Dula, Deputy City Attorney

**AMERCO REAL ESTATE COMPANY TO CITY OF HICKORY
DEED OF EASEMENT**

-- 5 --

↑

COUNCIL AGENDA MEMOS

Exhibit VIII.L.

To: City Manager's Office
From: Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities
Contact Person: Kevin B. Greer, PE
Date: September 6, 2016
Re: Geitner Basin Replacement/Rehabilitation Project Utility Easement

REQUEST

Staff requests acceptance of a Temporary Construction and Permanent easement for the property of Ken Van Norstrand described as PIN: 3702-14-33-3509 for installation of utilities infrastructure.

BACKGROUND

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.

ANALYSIS

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

RECOMMENDATION

Staff recommends acceptance of a Temporary Construction and Permanent easement for the property of Ken Van Norstrand described as PIN: 3702-14-33-3509 for installation of utilities infrastructure.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen
Initiating Department Head

8/17/2016
Date

Deputy City Attorney, A. Dula

Date

Rodney Miller
Asst. City Manager Rodney Miller

8-31-16
Date

A. Surratt
Asst. City Manager, A. Surratt

8/31/14
Date

Melissa Miller
Finance Officer, Melissa Miller

8-29-16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

8-31-15
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

8/31/14
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 _____, 2016, by and between **KEN VAN NORSTRAND**, having a mailing address of **Post Office Box 361, Hickory, North Carolina 28603** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said 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 3308 at Page 1916 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.

**KEN VAN NORSTRAND 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:

Being all of that area as shown on the attached Exhibit "A" entitled "Sewer Line Easement for City of Hickory across the property of: Ken Van Norstrand", prepared by J. Dallas Gordon, Professional Land Surveyor L-4826, dated June 16, 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 3308 at Page 1916 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3702-14-33-3509.

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 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,

**KEN VAN NORSTRAND TO CITY OF HICKORY
DEED OF EASEMENT**

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.

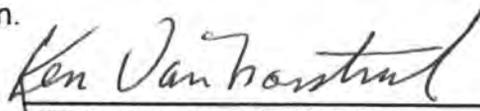
Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance or repair to the sewer line.

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.

 (SEAL)
KEN VAN NORSTRAND

**KEN VAN NORSTRAND TO CITY OF HICKORY
DEED OF EASEMENT**

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Debbie D. Miller, a Notary Public of Catawba County, North Carolina, do hereby certify that Ken Van Norstrand, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 3rd day of August, 2016.



Debbie D. Miller
Notary Public Debbie D. Miller

My Commission Expires: 7-8-2017

KEN VAN NORSTRAND TO CITY OF HICKORY
DEED OF EASEMENT

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

ATTEST:

(SEAL)

Andrea Surratt, Interim City Manager

Debbie D. Miller, City Clerk

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 he 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 Debbie D Miller as its City Clerk.

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

Notary Public

(SEAL)

My Commission Expires: _____

KEN VAN NORSTRAND TO CITY OF HICKORY
DEED OF EASEMENT

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 6, 2016
Re: Moose Club Lift Station Rehabilitation

REQUEST

Staff requests Council approval to purchase three (3) Fairbanks Nijhuis pumps from Clearwater, Inc. as a component of the renovation project for the Moose Club Lift Station in the amount of \$113,910.00.

BACKGROUND

The Moose Club Lift Station was originally constructed in the 1960's as a major component of the City of Hickory Public Utilities system. This station was constructed to replace the wastewater treatment facility that was formerly located on the property that now hosts Geitner Park when the City constructed the Northeast Wastewater Treatment Facility. The station was expanded and upgraded in the mid-1980's to its current size and location and has been upgraded since then from pumps, to force main addition, to simple aesthetic painting and renovations.

This 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 Ave to 21st Ave NW and Hwy 127 to the lake, as well as MDI and a portion of 321 in Hickory.

This project is budgeted as a Capital Project for the Public Utility System in the FY 16-17 Capital Budget.

ANALYSIS

The Public Utility Division has budgeted \$700,000 for renovations to the Moose Club Lift Station to take place in FY 16-17. Equipment purchase is a large component of the project therefore staff is recommending purchase of equipment and providing major components to the eventual contractor. This project is larger than the department's capabilities so the project will be advertised for bids at a later date matching up with equipment delivery. Delivery time for the pumps being requested for approval is 18 to 20 weeks.

The department is requesting sole source with Fairbanks Nijhuis on these pumps due to the pumps being direct replacement for the existing pumps. Staff feels this is important due to the pumps being proven successful under these specific existing conditions and this will dramatically simplify installation, which should result in lower overall price.

Prices were requested from ITT Flygt 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.

The station is approaching 30 years old since the last significant upgrade which is the end of the normal expected mechanical life.

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

RECOMMENDATION

Staff recommends Council approval to purchase three (3) Fairbanks Nijhuis pumps from Clearwater, Inc. as a component of the renovation project for the Moose Club Lift Station in the amount of \$113,910.00.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

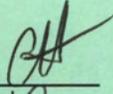
Yes

No

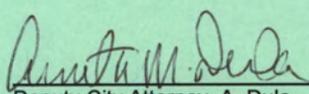
LIST THE EXPENDITURE CODE:

030-8033-547.77-78

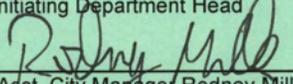
Reviewed by:

Chuck Hansen 
Initiating Department Head

8/17/2016
Date

Amitha M. Dula 
Deputy City Attorney, A. Dula

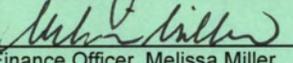
8-29-16
Date

Rodney Miller 
Asst. City Manager Rodney Miller

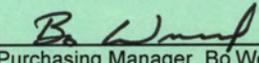
8-31-16
Date

A. Surratt 
Asst. City Manager, A. Surratt

9/1/16
Date

Melissa Miller 
Finance Officer, Melissa Miller

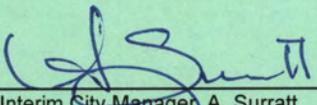
8-31-16
Date

Bo Weichel 
Purchasing Manager, Bo Weichel

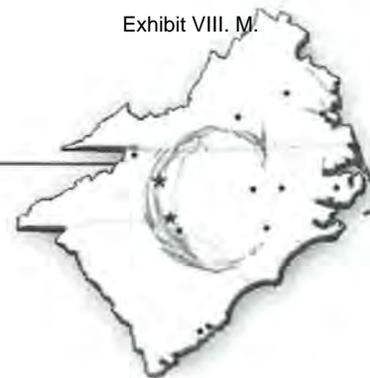
8-31-16
Date

Date

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

A. Surratt 
Interim City Manager, A. Surratt

9/1/16
Date



REVISED QUOTATION

PROJECT: MOOSE CLUB PUMP STATION
HICKORY, NC

DATE: JULY 20, 2016

QUOTATION: MKP-16-611

SUBJECT: REPLACEMENT PUMPS – S/N 1108706 & 1008134

Shawn,

Please review the Revised Quote below. Note: replacing same as existing and will require no modifications in the dry pit. Quote is valid for 90 days.

VERTICAL DRY PIT (CLOSE-COUPLED)
CONDITIONS OF OPERATION

2,500 GPM @ 230' TDH
200 HP / 1800 RPM
3/60/460 VAC POWER

Two (2) **Fairbanks Nijhuis** 6" C5446L, T-60 frame vertical dry pit non-clog pumps with the following features:

- ASTM A-48, Class 30 cast iron construction
- Cast iron or fabricated steel pump base with separate elbow construction
- 10" x 10" suction elbow with cleanout port
- Dynamically balanced impeller with 3" solids handling capability
- Cast iron volute with the following:
 - 10" 125# suction & 6" 125# discharge flanges
 - tangential discharge (**CW rotation, discharge position 5**)
 - volute cleanout
- Cast iron backhead with the following:
 - Cast iron packed stuffing box
- Cast iron bearing frame with the following:
 - greased radial & thrust bearings
 - T-60 bearing frame
 - jacking bolts for external impeller adjustment as necessary
- Variable speed rated motor high ring base
- Coupling & coupling guard
- 200 HP, 1800 RPM, WP-1, 480-3-60, vertical normal thrust, premium efficient, inverter duty motor
 - Class F Insulation
 - 20" BD
 - 445HPA frame
 - Inverter Duty Motor
 - Inverter Grade insulation system with pulse-resistant Grade H magnet wire
 - Refined balance
 - Insulife 2000 insulation treatment with two (2) dips & bakes using polyester varnish (ideal for applications with high moisture)
 - Special dual-use nameplates (for single speed or variable speed operation)
 - Shaft Grounding Ring
 - Insulated Thrust Bearing
 - NC Winding Thermostats (wired in series)

- 1.15 SF (1.0 on Inverter Power),
- Note: Each motor will be shipped separately to be installed on pump by others
- Manufacturer's standard paint.
- Manufacturer's standard coatings
- Pump weight: 1,800 lbs each
- Motor weight: 1,800 lbs each
- Total Assembly weight: 3,600 lbs each

One (1) field service to include the following:

- One (1) set of factory record submittals for the pump and motor
- One (1) trip of one (1) day to inspect the pump installation and pump start up. Owner to supply all necessary supplies and equipment required for startup. Any additional trips that are required to complete startup will be charged at \$1,500.00 / man-day.

One (1) lot of freight included to the job site, all unloading and storage by others

One (1) year standard factory warranties will apply for pump

Three (3) year standard factory warranty will apply for the motor (when used on VFD)

CONSTANT SPEED FLEXIBLE SHAFT DRIVEN PUMP

CONDITIONS OF OPERATION

2,500 GPM @ 230' TDH

200 HP / 1800 RPM

3/60/460 VAC POWER

One (1) **Fairbanks Nijhuis** 6" C5416, T-60 frame vertical dry pit non-clog pump with the following features:

- ASTM A-48, Class 30 cast iron construction
- Cast iron or fabricated steel pump base with separate elbow construction
- 10" x 10" suction elbow with cleanout port
- Dynamically balanced impeller with 3" solids handling capability
- Cast iron volute with the following:
 - 10" 125# suction & 6" 125# discharge flanges
 - tangential discharge (**CW rotation, discharge position 5**)
 - volute cleanout
- Cast iron backhead with the following:
 - Cast iron packed stuffing box
- Cast iron bearing frame with the following:
 - greased radial & thrust bearings
 - T-60 bearing frame
 - jacking bolts for external impeller adjustment as necessary
- Manufacturer's standard coatings
- Pump weight: 1,675 lbs

CLARIFICATIONS:

- The condition of the existing motor, drive shafting, and high ring base is the responsibility of the city.

PRICING SUMMARY

VERTICAL DRY PIT – VARIABLE SPEED – 2 PUMPS & MOTORS.....\$ 89,085.00

VERTICAL DRY PIT CONSTANT SPEED PUMP – 1 PUMP.....\$ 24,825.00

GENERAL NOTES AND CLARIFICATIONS:

- 1) All unloading and storage of shipped equipment is by others
- 2) All freight is FOB factory and included in the above pricing
- 3) All applicable taxes are not included in the above pricing
- 4) Pricing is valid for up to 90 days after bid date
- 5) Owner equipment ID tags are by others
- 6) All anchor bolts, pipe, valves, fittings, gauges, vents, seal water systems, instrumentation, monitors, vibration detectors, controls, starters, VFD's, MCC's local controls panels, floats, level indicators, metal supports, templates, nuts, bolts, washers, leveling shims, grout and grouting, jacking bolts, grease and lube lines, grease and lube fittings, bearing support brackets and beams, and interconnecting wiring are not included in the above price, and are to be supplied by others, unless specifically stated in the above proposal per each equipment description.
- 7) All lubricants, oil, grease, water, gauges, meters, flow meters, and any other miscellaneous supplies and equipment needed for startup is not included and to be supplied by others.
- 8) Field installation of all drivers, shafting, couplings, bearings, protective guards, gauges, guide rails, pump bases and controls where applicable are not included and by others.
- 9) Installation of all accessory items that are shipped separately is by others.
- 10) Our pricing only includes those items clearly and specifically stated detailed in the above proposal, any items not clearly outlines in the above are not supplied by ClearWater Inc. and any of our manufacturers.
- 11) We will agree to meet all H.I. vibration standards by field testing.
- 12) All standard ClearWater Inc. terms and conditions will apply. All standard terms and conditions of our represented principals will also apply.
- 13) Any travel, and living expenses related to witness testing at the manufacturer's site, of the equipment being purchased, is not included in our pricing.
- 14) Record Submittals will be furnished.
- 15) The delivery schedule for the above equipment in this proposal will be made available upon request at the time of executed purchase order.
 - a. **Estimated Delivery: 18 to 20 weeks**

Please do not hesitate to contact me should you have any questions, or if I can be of any further assistance.

Sincerely,



Mike Knight
ClearWater, Inc.

CC: Jacob Reid

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

By: _____
Andrea Surratt, Interim City Manager

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 6, 2016
Re: Moose Club Lift Station Rehabilitation

REQUEST

Staff requests Council approval to purchase one (1) Duperon Adaptive Technology Mechanical Bar Screen with Washer-Compactor and Controls directly from Duperon Adaptive Technology as a component of the renovation project for the Moose Club Lift Station in the amount of \$130,000.00.

BACKGROUND

The Moose Club Lift Station was originally constructed in the 1960's as a major component of the City of Hickory Public Utilities system. This station was constructed to replace the wastewater treatment facility that formerly set on the property that now hosts Geitner Park when the City constructed the Northeast Wastewater Treatment Facility. The station was expanded and upgraded in the mid-1980's to its current size and location and has been upgraded since then from pumps, to force main addition, to simple aesthetic painting and renovations.

This 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 Ave to 21st Ave NW and Hwy 127 to the lake, as well as MDI and a portion of 321 In Hickory.

This project is budgeted as a Capital Project for the Public Utility System in the FY 16-17 Capital Budget.

ANALYSIS

The Public Utility Division has budgeted \$700,000 for renovations to the Moose Club Lift Station to take place in FY 16-17. Equipment purchase is a large component of the project therefore staff is recommending purchase of equipment and providing major components to the eventual contractor. This project is larger than the department's capabilities so the project will be advertised for bids at a later date matching up with equipment delivery. Delivery time for the Mechanical Bar Screen and accessories being requested for approval is 12 to 16 weeks.

Staff developed specifications for the type of screen and building constraint that are existing that any screen would have to comply with and solicited proposals. Two responses were received that would meet all conditions. They are as follows:

- WesTech Clean Flo Mechanical Bar Screen: \$120,000.00
Duperon Adaptive Technology Mechanical Bar Screen: \$130,000.00

Staff is requesting that we purchase the Duperon bar screen due (1) the history of this type and brand of screen at other locations the City owns and operates, (2) Spare parts are included in this price and not included in the WesTech price and (3) the Duperon bar screen has a 5 year warranty and the WesTech bar screen has a 1 year warranty. The City has had great experience with this screen and maintenance crews are familiar with the mechanical design and workings along with the price difference being more than made up with these standard offerings.

The station is approaching 30 years old since the last significant upgrade which is the end of the normal expected mechanical life.

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

RECOMMENDATION

Staff recommends Council approval to purchase one (1) Duperon Adaptive Technology Mechanical Bar Screen with Washer-Compactor and Controls directly from Duperon Adaptive Technology as a component of the renovation project for the Moose Club Lift Station in the amount of \$130,000.00.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

030-8033-547.77-78

Reviewed by:

<u>Chuck Hansen</u> Initiating Department Head	<u>8/17/2016</u> Date	<u>Annita M. Dula</u> Deputy City Attorney, A. Dula	<u>8-29-16</u> Date
<u>Rodney Miller</u> Asst. City Manager Rodney Miller	<u>8-31-16</u> Date	<u>A. Surratt</u> Asst. City Manager, A. Surratt	<u>9/1/16</u> Date
<u>Melissa Miller</u> Finance Officer, Melissa Miller	<u>8-31-16</u> Date	<u>Bo Weichel</u> Purchasing Manager, Bo Weichel	<u>8-31-16</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

9/1/16
Date



Duperon[®] ADAPTIVE TECHNOLOGY
Your Path to the Future

Date: August 9, 2016

Proposal # P7931R7

Project: Hickory Moose Club Pump Station, NC

Owner: Hickory Moose Club Pump Station, NC

Duperon Contact:

Tammy Blanchard – Sales Project Manager
tblanchard@duperon.com

Lorene Bruns – Regional Sales Mgr
lbruns@duperon.com
Ph. (989) 754-7115

Local Representation:

Mike Knight
ClearWater, Inc.
Ph. 828-855-3182
Fax 828-855-3183
mike@clearwaterinc.net

To: Hickory Moose Club Pump Station, NC

Duperon is pleased to offer the following scope of supply including mechanical bar screen and accessories, as listed in the scope of supply. Please also refer to Duperon Contractor Installation Guides and Terms and Conditions attached.

We appreciate the opportunity to provide the following pricing for the screening requirements at the City of Hickory, North Carolina. We look forward to the opportunity to work with you and thank you for your consideration.

Note: Duperon equipment is the basis of design for the mechanical bar screen and washer compactor for this project.



Scope of Supply: Based on Duperon standard specification and site specific drawing. See attached.

(1) **Mechanical Bar Screen - Stainless Steel Link Driven, Front Cleaning, Front Return**

- **Model FlexRake®**
 - **FPFS, Full penetration, Fine Screen**
- Continuous Cleaning without an operator
- Head Sprocket Only Design – no critical components under water
- Continuous Cleaning, top to bottom, the entire width of scraper
- Scrapers of UV Stabilized UHMW and/or Stainless Steel
- SSSL304 side fabrications, dead plate and cross members
- SSSL304 full enclosure covering from deck to discharge
- SSSL304 customized enclosure for ceiling clearance
- SSSL304 enclosure access panels
- SSSL304 FlexLinks
- SSSL304 Drive Head:
 - Drive Sprockets and end castings SSSL304
 - Drive Shaft SSSL304

Dimensions and design criteria

- 0.25 inch x 0.75 inch x 0.13 inch SSSL316 tear drop bar screen
- 1:1 UHMW to SSSL304 scraper ratio
- 1 ft of head differential structural design
- 0.25 inch clear opening
- 30 degree from vertical
- 15 ft nominal length of FlexLink and scraper system
- 6.5 ft channel invert to top of operating deck
- 4 ft channel width
- 3.5 ft approximate discharge height
- Ceiling height of 9 ft 9 inches
- 4,700 lbs estimated weight

Hydraulic Profile

- See attached models for hydraulic performance information.
- Duperon recommends a downstream weir (by others) to maintain water level.

Clarifications/Exceptions/By Others

- The bar screen will be shipped fully assembled.
- Standard minimum water depth of 1.00 ft is recommended for flexrake to prevent galling of the moving SSSL parts. Modifications that may be needed in the channel, for example, a downstream weir are not included in this proposal.
- Field assembly of SSSL screen required.
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points.
- Crane may be required for unloading.
- Spreader bar may be required for unloading
- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions.



Estimated Anchor Bolts Needed for FlexRake (not included in scope of supply)

- Anchor Bolts – per FlexRake
 - Bolts for FlexRake toes and plates
 - (12) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500 SD Adhesive System
 - Bolts for FlexRake Return Guide / Closeout
 - (14) 9.5 mm (3/8 inch) diameter x 85 mm (3-3/8) inch long Embed HAS Rods w/ Hilti RE-500 SD Adhesive System
 - (3) Epoxy tube
 - (1) Dispenser
- Above quantities not guaranteed as accurate

(1) Duperon® Washer Compactor - Dual Auger System

- **Model WC2.A2.5**
 - 3/4HP Motor and gearbox
 - 3.15 ft from operating deck to top of washer compactor hopper rim
 - 3.56 ft long hopper length
 - 1.45 ft wide hopper width
 - SSTL304
- Reduced Maintenance
 - Accepts variable debris up to four inches, including rocks, clothing, concrete, metal, grease and septage – eliminating jams and equipment shutdown
 - Positive displacement technology assures that all debris which enters the hopper is washed, compacted, and discharged for disposal
 - Durable dual auger design eliminates debris wrapping
 - Non-clogging flood wash port located prior to compaction housing – ideal for non-potable water
- Reduced Odor
 - Up to 60% dry solids and up to 60% mass/weight reduction – significantly reducing fecal content and odor
- Reduced Landfill Costs
 - Up to 84% volume reduction
 - Self-Regulating Compaction Housing – allows for consistent dry solids output regardless of fluctuations in debris volume
- Reduced Power Consumption
 - ¾ HP inverter duty motor consumes just 576 watts
 - Requires .4 KWH

Discharge chute design

- 10.00 ft long discharge chute with, (1) bend

Water supply and drain criteria

- Non-Clog Flood Washing
- Utilizes filtered effluent or municipal water
- Consumes 3 to 5 gallons per minute at 40 to 60 PSI
- 3.00 inch NPT male drain connection
- 0.50 inch NPT water supply connection

Clarifications/Exceptions/By Others

- Some minor field assembly required
- Water supply and discharge piping
- Mounting hardware

(1) Washer Compactor Controls

- Integrated into panel for screen



(1) Controls Package, Main Panel

- Main disconnect for 480/3/60 incoming power
- Wall mount NEMA 4X SSTL enclosure
- Enclosure to include equipment
 - (1) FlexRake with 1/2HP motor driven by AC Tech VFD
 - (1) Washer Compactor with 3/4HP motor driven by AC Tech VFD
- Relay Based logic, to include
 - Pilot lights, push buttons and selector switches on front door
 - Terminal blocks, ETM's, breakers, and relays where required
 - Hand-Off-Auto selector switch uses PB station in Hand mode
 - Hard contact SCADA Interlock(s) Run, No Fault, Auto, Remote start
 - Adjustable on/off cycle timers
 - Machine runs when remote start contact is made or run timer is active, it doesn't speed up unless a float is selected
 - Line reactor

Instrumentation

- Single Float Level Control
 - (1) Mechanical Float Switch including 40 ft long cabling.

Local to equipment mounted devices

- (1) Three Button NEMA 7/9 Enclosure for E-Stop, Jog-Reverse and Forward for screen
- (1) Three Button NEMA 7/9 Enclosure for E-Stop, Jog-Reverse and Forward for washer compactor

Controls Clarifications/Exceptions/By Others

- The price below includes our controls as indicated above.
- All conduit and field wiring between the equipment by others
- Mounting hardware by others

Screen Spare Parts

- (1) Drive Clevis Pin
- (10) Snap Rings
- (4) Link Clevis Pins
- (4) Hex Head Cap Screw
- (4) Scraper Nut
- (1) Never Seez
- (1) Snap Ring Tool
- (1) 14 oz. Tube Shur Stick

Washer Compactor Spare Parts

- (2) Upper/Lower Support: Auger
- (2) Side Support: Auger
- (24) FHCS: 0.25-20x1
- (24) 0.25 Flat Washer SAE
- (24) 0.25 Nylock Nut
- (1) AntiSeize Lubricant
- (1) Never Seez: 1oz Tube



On Site Technical Assistance, Installation and Testing

- (1) Trip(s)
- (1) Technician
- (1) 8 hour man-day
- *If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*

Operation and Maintenance Manuals

- (6) Hard Copies

Warranty

- One Year Standard material and workmanship
- Five Year on all rotating parts (screen only)

Freight to Jobsite

Price: \$130,000

Price is valid for 30 days

Delivery:

- Submittals: 4 weeks after approved purchase order
- Equipment Delivery: 8-12 weeks after approval
- FOB Factory, Freight Paid

Exceptions:

- Project is based on the Henry Fork WWTP project design (material, drive, controls) per the rep and needs to be verified.
- Any modifications / changes to the scope of supply will have an impact on the final price.

Clarifications:

- Prices are valid for 30 days unless stated otherwise in the proposal
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 2 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$750 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.
- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.

Not Included:

- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.



- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (ie, unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchor bolts.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the FlexRake.
- Additional structure for seismic or wind conditions.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information.
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing.
- Anchor Bolts by others.
- Discharge system.
- Stilling wells.

Payment Terms:

- 5% Due with placement of order
- 20% Invoiced upon submittal of engineering drawings
- 65% Invoiced at time of shipment
- 10% Invoiced upon successful start up or 60 days after shipment, whichever is less.
- All payments are due Net 30 days
- Based upon review and approval by Duperon credit department.
- No retentions allowed.

Proposal Terms:

- This offer is subject to the enclosed Duperon Corporation Terms and Conditions page unless alternate terms and conditions are specifically negotiated in writing and are signed/accepted by Duperon Corporation at the time of purchase.
- May be subject to material price escalation.
- This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements.
- Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.

Order Processing:

To facilitate timely order processing and submittals, refer to this proposal number and please list purchaser contact, telephone, fax, and email with your purchase order. Please provide with your order a copy of trade references and, if tax exempt, please provide a resale or tax exemption certificate. Purchase Order should be sent to and payment remitted to:

Duperon Corporation
1200 Leon Scott Court
Saginaw, MI 48601
Ph. 800-383-8479
Fax 989-754-2175

Duperon Corporation Terms and Conditions

The Terms and Conditions ("Terms") contained herein shall apply to all Duperon Corporation Purchasers. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. Any changes in the Terms contained herein must specifically be agreed to in writing and signed by Duperon Corporation before becoming binding on either party. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing and the following Terms:

1. **SPECIFICATIONS:** The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications as described by Duperon Corporation.
2. **ITEMS INCLUDED:** The proposal includes only the equipment and does not include erection, installation, accessories or associated materials such as controls, piping, etc., unless specifically listed.
3. **PARTIES TO CONTRACT:** Duperon Corporation is not a party to or bound by the terms of any contract between Purchaser and any other party. Duperon Corporation's undertakings are limited to those defined in the contract between Duperon Corporation and its Purchasers.
4. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of a proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. Duperon Corporation or its supplier's shipping points with freight allowed. All claims for damage, delay or shortage shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying Duperon Corporation of any damage or shortage within forty-eight hours of receipt. Failure to so notify Duperon Corporation shall constitute acceptance by Purchaser, relieving Duperon Corporation of any liability for shipping damages or shortages.
5. **PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5% service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when Duperon Corporation is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These Terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
6. **CREDIT APPLICATION:** Purchaser must complete a credit application if it wishes credit terms. The credit application must be updated periodically as requested and upon a request by Purchaser for a change in credit terms. The provision of credit is subject to acceptance by Duperon Corporation's Credit Department. If at any time the financial condition of the Purchaser gives Duperon Corporation, in its judgment, doubt concerning the Purchaser's ability to pay, Duperon Corporation may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Duperon Corporation until such payment has been received. Failure to pay after demand by Duperon Corporation shall result in a service charge of 1.5% per month, or the maximum permitted by law, whichever is less.
7. **RETENTIONS:** Retentions are not included, unless specifically noted. Purchaser agrees not retain payment or any part of a payment. Failure to make payment in accordance with the agreed upon terms will result in a 1.5% per month service charge.
8. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the contractually agreed upon normal shipment date, or if material price increases (or decreases) are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to a shared risk escalation adjustment. Any escalation less than plus or minus 5% shall be absorbed by Duperon Corporation. All escalation (increase or credit) that exceeds 5% shall be passed onto the Purchaser at cost and shall be based upon increases (or decreases) in material costs to Duperon Corporation that occur in the time period between quotation and material procurement by Duperon Corporation. Purchaser agrees to this potential escalation (or credit) regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - (a) The total quoted revised price is based upon changes in the indices as published by third party sources, such as, the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Price Indices.
 - (b) Price revision for items furnished to, and not manufactured by Duperon Corporation, which exceed the above escalation calculation, will be passed along by Duperon Corporation to Purchaser based upon the actual increase in price to Duperon Corporation for the period from the date of quotation to the date of material procurement. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.
9. **APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to Duperon Corporation supplying any equipment shall be such complete approval.
10. **INSTALLATION SUPERVISION:** Unless specified, prices quoted for equipment do not include installation supervision. Duperon Corporation recommends and will, upon request, make available, at Duperon Corporation's then current rate, an experienced installation supervisor to act as the Purchaser's agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation. Responsibility for proper operation of equipment, if not installed by Duperon Corporation or installed in accordance with Duperon Corporation's instructions, and inspected and accepted in writing by Duperon Corporation, rests entirely with Purchaser; and any work performed by Duperon Corporation personnel in making

Duperon Corporation Terms and Conditions

adjustment or changes must be paid by Purchaser at Duperon Corporation's then current per diem rates plus living and traveling expenses.

11. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by Duperon Corporation within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by Duperon Corporation unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

12. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be the responsibility of Purchaser.

13. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of Duperon Corporation until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain Duperon Corporation's title and interest in and to such equipment; and upon Purchaser's default, Duperon Corporation may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which Duperon Corporation may suffer from any cause.

14. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for Duperon Corporation's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever. Purchaser shall provide proof of said coverage prior to shipment.

15. SHIPMENTS: Any estimated delivery dates represent Duperon Corporation's best estimate. No liability, direct or indirect, is assumed by Duperon Corporation for failure to ship or deliver on such dates. Duperon Corporation shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, Duperon Corporation may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment. If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from Duperon Corporation that the equipment is ready for shipment; and thereafter any storage or other charge Duperon Corporation incurs on account of the equipment shall be added to Purchaser's account. If delivery is specified at a point other than Duperon Corporation or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond Duperon Corporation's reasonable control and occurring at a location other than Duperon Corporation or its supplier's shipping points, Duperon Corporation assumes no liability for delivery delay. If Purchaser refuses such delivery, Duperon Corporation may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

16. WARRANTY: DUPERON CORPORATION WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "DUPERON WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, DUPERON CORPORATION SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER. THE PARTIES AGREE AND STIPULATE THAT AN EXPRESS WARRANTY PROVIDED TO PURCHASER IN WRITING IS THE SOLE WARRANTY REGARDING THE PRODUCT AND ANY SERVICE PROVIDED BY DUPERON CORPORATION. THE PARTIES SPECIFICALLY AGREE AND STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, AND DUPERON CORPORATION IS NOT LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, EXCEPT AS SET FORTH IN THESE TERMS AND THE EXPRESS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE EXPRESS WARRANTY.

17. PATENTS: Duperon Corporation agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement provided Duperon Corporation is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give Duperon Corporation needed information, assistance, and authority to enable Duperon Corporation so to do. In the event said equipment is held or conceded to infringe such a patent, Duperon Corporation shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. Duperon Corporation will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at Duperon Corporation's request. The foregoing states the entire liability of Duperon Corporation, with respect to patent infringement; and except as otherwise agreed to in writing, Duperon Corporation assumes no responsibility for process patent infringement.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by Duperon Corporation, the proposal, or Purchaser's order based on the proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by Duperon Corporation to date of cancellation, suspension,

Duperon Corporation Terms and Conditions

or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at Duperon Corporation's plant or elsewhere, shall be added to Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. **DUPERON CORPORATION CANCELLATION:** Duperon Corporation shall have the right to cancel any order or proposal without notice to Purchaser in the event that Purchaser becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.

20. **RETURN OF PRODUCTS:** No products may be returned to Duperon Corporation without Duperon Corporation's prior written permission. Said permission may be withheld by Duperon Corporation at its sole discretion.

21. **EXTENDED STORAGE:** Extended storage instructions will be part of the information provided at shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

22. **BACKCHARGES:** Duperon Corporation will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of Duperon Corporation furnished materials unless such back charge has been authorized in advance in writing by a Duperon Corporation employee, by a Duperon Corporation purchase order, or work requisition signed by Duperon Corporation

23. **INDEMNIFICATION AND HOLD HARMLESS:** Duperon Corporation and Purchaser agree to hold harmless the other party from any and all liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments arising out of or resulting from injury to or death of any and all persons or from damage to or loss of property (or loss of use thereof) arising out of the sale, use, maintenance, and/or delivery of equipment provided such liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments are caused by actual, or claimed, negligence or breach of warranty and do not arise from any warranty not approved or from any sales for a purpose not authorized. Purchaser agrees to indemnify Duperon Corporation from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

24. **FORCE MAJURE:** Neither party shall be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay shall be caused by any reason beyond its control, including an act of God; fire, explosions, hostilities or war (declared or undeclared, striking or work stoppage involving either party's employees or governmental restrictions, provided that the party declaring force majeure shall give notice to the other party promptly and in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. The party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of these Terms as promptly as possible.

25. **ASSIGNMENT:** No assignment of any right or obligation under this Contract shall be made by either party without the prior consent of both parties. Any attempted assignment without such is void.

26. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, either written or oral, and is not subject to modification except by a writing signed by an authorized officer of each party.

27. **ARBITRATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

28. **MISCELLANEOUS:** Titles and/or headings in these Terms are inserted for convenience only and are not intended to effect the interpretation or construction of the Terms. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Terms. The parties agree that time is of the essence. Production and delivery dates may change upon any delay caused by Purchaser or its agents. Duperon Corporation may not be assessed damages for delays in shipment or delivery. Unless otherwise agreed in writing, the Terms contained herein and the subject of this agreement shall be governed by and construed only under the laws of the State of Michigan, USA. The parties agree and stipulate that jurisdiction and venue is proper before the trial courts of Michigan and consent to the jurisdiction thereof, and agree to dismiss any claim brought before the courts of any other state or nation. The parties deem that this Agreement was executed and to be fully performed in Saginaw, Michigan.



**ADDENDUM to Duperon Proposal
#P7931R7 dated August 9, 2016**

between City of Hickory, NC (*buying entity*) and Duperon Corporation (*selling entity*)

This amendment is incorporated into the original proposal dated August 9, 2016, which is still binding. The only change to the original agreement is section Terms & Conditions of the proposal

New terms:

23. INDEMNIFICATION AND HOLD HARMLESS: Duperon Corporation and Purchaser agree to hold harmless the other party from any and all liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments arising out of or resulting from injury to or death of any and all persons or from damage to or loss of property (or loss of use thereof) arising out of the sale, use, maintenance, and/or delivery of equipment provided such liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments are caused by actual, or claimed, negligence or breach of warranty and do not arise from any warranty not approved or from any sales for a purpose not authorized. Purchaser and Duperon Corporation agree to indemnify the other party from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

27. ARBITRATION: Deleted in its entirety.

28. MISCELLANEOUS: Titles and/or headings in these Terms are inserted for convenience only and are not intended to effect the interpretation or construction of the Terms. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Terms. The parties agree that time is of the essence. Production and delivery dates may change upon any delay caused by Purchaser or its agents. Duperon Corporation may not be assessed damages for delays in shipment or delivery. Unless otherwise agreed in writing, the Terms contained herein and the subject of this agreement shall be governed by and construed only under the laws of the State of North Carolina, USA. The parties agree and stipulate that jurisdiction and venue is proper before the trial courts of North Carolina and consent to the jurisdiction thereof, and agree to dismiss any claim brought before the courts of any other state or nation. The parties deem that this Agreement was executed and to be fully performed in Hickory, North Carolina.

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CATAWBA

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify 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 in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. (Please list all subcontractors on the attached sheet. In the event, subcontractors are changed or added during the project, please submit an updated list.)

This ____ day of _____, 2016.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Catawba

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 2016.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

LIST OF SUBCONTRACTORS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

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

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

By: _____
Andrea Surratt, Interim City Manager

Date: _____

Attest:

(SEAL)

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

PREPARED BY: Hawkins & Mace, PLLC, P.O. Box 3071, Hickory, N.C. 28603

STATE OF NORTH CAROLINA – CATAWBA COUNTY: CEMETERY DEED

THIS DEED, made this the **24th** day of **August, 2016**, by Robert Conley of Catawba County, the referred to as Grantor(s), and Bobby L. Herman of Catawba County, in said State, of 319 Catawba Valley Boulevard, Hickory, N.C. 28602, hereinafter referred to a Grantee(s);

WITNESSETH

THAT the Grantor, in consideration of the sum of **FIFTEEN HUNDRED (\$1,500.00) DOLLARS**, to it paid by the Grantee(s), receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the Grantee(s), and his heirs, that certain lot of land containing **Eighty (80)** square feet, situate in Fairview Cemetery in said City, and designated on the plot of said Cemetery as Plot **5**, Lot No. **12** , Section 1.

TO HAVE AND TO HOLD said cemetery lot to said Grantee(s), his heirs and assigns forever, for burial of bodies of persons and for no other purpose.

This Deed is executed, delivered and accepted upon the condition that the Grantee(s) and his heirs and assigns shall faithfully comply with and carry out all of the terms of Chapter 7 of the Hickory City Code and to any Ordinance of the Hickory City Council amending, revising and/or replacing, in whole or in part Chapter 7 of the Hickory City Code regarding the operation of municipally owned cemeteries and establishing an effective date for the same.

In the event of the actual or attempted use of said lot by the Grantee(s) or his heirs and assigns for any purposes other than designated herein or in any manner in violation of said set out Section of said Chapter 7, this conveyance shall become inoperative and the Grantor shall have his right to immediately resume possession and control of said lot; further, said lot shall not be transferred without the consent in writing of the Grantor, which said consent shall not be unreasonably withheld.

THE DRAFTER OF THIS INSTRUMENT HAS NOT CHECKED THE TITLE TO THE ABOVE DESCRIBED PROPERTY AND MAKES NO CERTIFICATION AS TO TITLE AND WAS NOT RESPONSIBLE FOR CLOSING A SALE OF THE PROPERTY.

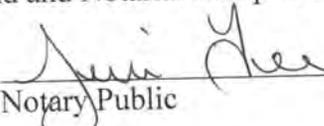
*** CEMETERY DEED
HICKORY, NC
CITY OF HICKORY**

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


Robert Conley (SEAL)

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

I, Jerri Lee, a Notary Public of Catawba County, North Carolina, do hereby certify that Robert Conley personally came before me this day and acknowledged that 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 the 24th day of August, 2016.


Notary Public

My Commission Expires: 10-31-2018

4
COUNCIL AGENDA MEMOS

Exhibit VIII.P.

To: City Manager's Office
From: Chuck Hansen
Contact Person: Andrew S. Ballentine, Solid Waste Manager
Date: August 24th, 2016
Re: Replacement of one Automated Side Loader Refuse Truck (Solid Waste – Residential)

REQUEST

Approval of the purchase of one Automated Side Loading Refuse Truck from Piedmont Peterbilt in the amount of \$245,353.47 who will then pay Amick Equipment in the amount of \$115,739.47 for the refuse body. This truck is for the scheduled and budgeted replacement of an Automated Side Loading Refuse Truck. We are utilizing a piggyback from the City of Raleigh which bid on 4/25/16 and purchased on 6/24/16.

BACKGROUND

The City uses these automated side loader trucks for collection of refuse with our residential service. This unit is operated daily in the Residential Division of the Solid Waste Division and replaces truck unit #3728 which is a 2008 model. This trucks pick up between 600 to 1,000 rollouts per day depending on the route.

Our automated truck specifications are equivalent to Raleigh's whose specifications are attached. All trucks were quoted with the same New Way Mfg body which we currently use on other existing trucks. We have experienced good service and longevity out of the New Way bodies and this keeps our equipment consistent related to repair parts and equipment operation.

ANALYSIS

Funds for this replacement unit are budgeted in the Solid Waste – Residential Division budget in line item 039-5480-547-75-01. Low bid is under the budgeted amount.

RECOMMENDATION

Public Services recommends purchasing by way of a piggyback, one automated side loader unit off the City of Raleigh's Bid Package as discussed above meeting our specifications in the amount of \$245,353.47

Informational
 (Some info items will not have to appear on the Council agenda, but will be communicated to Council in weekly Communication format. These items will still require a Council Agenda Memo)

Requires Council Approval
 (All new or revisions in Ordinances or Council enacted policies, as well as contracts/agreements over \$100,000 will be placed on Agenda)

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

Source of City/State/Federal funds?

Revenues

State/Federal Funds: (Codes)

- - - \$
 - - - \$

City Funds: (Codes)

039-5480-547-75-01 \$245,353.47
 - - - \$

Other Financial Resources: (Codes)

- - - \$
 - - - \$

In-kind Services: (Describe)

\$
 \$

TOTAL

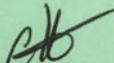
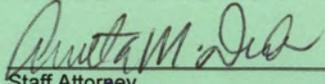
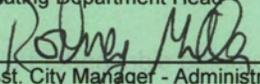
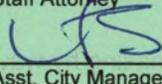
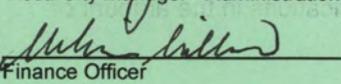
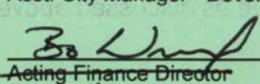
Expenditures: (Codes)

- - - \$
 - - - \$
 - - - \$
 - - - \$

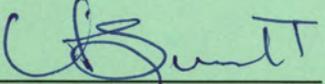
TOTAL:

\$245,353.47

Reviewed by:

Chuck Hansen 	8/10/16		8-29-16
Initiating Department Head	Date	Staff Attorney	Date
Robyn Miller 	8-31-16		8/31/16
Asst. City Manager - Administration	Date	Asst. City Manager - Development	Date
	8-31-16		8-31-16
Finance Officer	Date	Acting Finance Director Purchasing Manager	Date

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


 City Manager
 8/31/16
 Date



City of Raleigh

Purchasing Division
 PO Box 590
 Raleigh, NC 27602-0590
 United States
 Phone: 919-996-3240

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Jun 24, 2016	0000066414	0
Contact Information		
Departmental Contact	Brenda Brandon	
Department Contact E-Mail	brenda.brandon@raleighnc.gov	
Departmental Contact Phone	919/996-6407	
Purchasing Division Contact	Bernat, Chris	

Order acceptance instructions:

Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order. This includes City of Raleigh Purchase Order Terms & Conditions as of the date of this order which can be found at:

<http://www.raleighnc.gov/content/FinPurchasing/Documents/TermsAndConditions.pdf>

Supplier Information		Delivery Information	
Vendor Number	0000011321	Delivery Address	
Vendor Name	PIEDMONT PETERBILT LLC	City of Raleigh	
Address	7061 ALBERT PICK ROAD GREENSBORO, NC 27409 US	Vehicle Fleet Services RB 2501 N Raleigh Blvd Raleigh, NC 27604 United States	
Phone	+1 (336) 668-3050	ShipTo Address Code	S0337
F.O.B.	FOB Dest, Frght Prepd, Allowed	Delivery Information	
Payment Terms	0% 0, Net 30	Ship Via	Best Carrier-Best Way
Contract			

Billing Contact Information		Billing Address	
Email:	accountspayable@raleighnc.gov	City of Raleigh	
Fax:	919-996-7508	Accounts Payable	
Phone:	919-996-3210, option 3	PO Box 590	
** Include this PO number on all invoices, packing lists, delivery tickets, packages, etc. **		Raleigh, NC 27602-0590	
		United States	

Line No.	Product Description	Vendor Item ID	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 2	2017 PETERBILT 320 COE CHASSIS w/NEWAY Sidewinder 29 YD Automated Refuse Body; as per COR BID 274-2016-14 Line 1		EA	261,000.00 USD	2 EA	522,000.00 USD
	Taxable	Yes	Due Date	Jun 30, 2016		
	City Item ID					
2 of 2	2017 PETERBILT 320 COE CHASSIS w/NEWAY Sidewinder 29 YD Automated Refuse Body and Neway Standard Camera System; as per COR BID 274-2016-14 Line 2		EA	250,354.22 USD	2 EA	500,708.44 USD
	Taxable	Yes	Due Date	Jun 30, 2016		
	City Item ID					
	<i>-4,000.00 removing drive drive</i> <i>+1,700.00 add heavy duty cam + tool box</i>					

Shipping and Handling charges are calculated and charged by each supplier. The City of Raleigh is not exempt from North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes. These taxes must be correctly invoiced to the City for payment. Taxes shown on the purchase order are approximate.	Subtotal	1,022,708.44
	Tax1	69,032.82
	Tax2	0.00

Shipping	0.00
Handling	0.00
Total	1,091,741.26

Approval Signature **THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.**

Mary L. Waller
Purchasing Manager



City of Raleigh

Purchasing Division • Room 505 • Avery C. Upchurch Municipal Complex
 PO Box 590, North Carolina, 27602-0590
 222 West Hargett St. Raleigh, North Carolina 27601
 Telephone: 919-996-3240 • Fax: 919-996-7630
 www.raleighnc.gov

REQUEST FOR BID PROPOSALS

AUTOMATED REFUSE TRUCKS

Qty. 4

BID Request No: 274-2016-14

PREBID MEETING: Monday, April 25, 2016 at 2:00:00 p.m.

City of Raleigh, Purchasing Division, 222 West Hargett St., Room 112, Raleigh NC 27601

PUBLIC BID OPENING: Tuesday, May 3, 2016 at 3:00:00 p.m.

City of Raleigh, Purchasing Division, 222 West Hargett St., Room 505, Raleigh NC 27601

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids and proposals are invited and, subject to the conditions attached, will be received by the City of Raleigh at the Office of the City Purchasing Manager. The sealed bids and proposals will be publicly opened for furnishing the apparatus, supplies, materials equipment and/or repair work and services as described below.

Bid Agent: Mary L. Waller, CLGPO
 Purchasing Manager

BID PROPOSAL FORM

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	4 Each	Cab and Chassis with Automated Side Loading Refuse Body as per the following requirements and specifications Manufacturer: <u>Peterbilt / New Way</u> Make/Model No.: <u>2017 Peterbilt 320 w/ New way Sidewinder</u> Warranty: <u>engine and aftertreatment 5/100,000 5 year trans.</u> Delivery in <u>180-240</u> Days ARO (after receipt of order) TOTAL BID AMOUNT EMAIL AND FAX COPIES OF BIDS ARE <u>NOT ACCEPTABLE.</u>	\$ 261,000.00 / Each	\$ 1,044,000.00 \$ 1,044,000.00 FOB DESTINATION

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

COMPANY: Piedmont Peterbilt LLC DATE: 4/2/2016

AUTHORIZED SIGNATURE: Howie Dingess TITLE: Salesman

Carpenter, Tyler

From: Jason Langston <j.langston@amickequipment.com>
Sent: Friday, June 10, 2016 1:33 PM
To: Carpenter, Tyler
Subject: Camera System

Tyler,

You will want to deduct \$11,096.78 for each of the units you will NOT be using the Fleet Mind System and just add \$450.00 for each unit supplied by New Way. (This is just labor to install, the New Way camera system was already included in price)

Let me know if you need anything else or have any questions.

Thank you,

Jason Langston
Sales Representative, Eastern N.C.
Amick Equipment Co., Inc.
(919) 414-4659 Mobile
(336) 697-9950 Fax
j.langston@amickequipment.com



City of Raleigh

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TOTAL BID AMOUNT				\$ 1,044,000.00
EMAIL AND FAX COPIES OF BIDS ARE <u>NOT ACCEPTABLE.</u>				FOB DESTINATION

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

COMPANY: Piedmont Peterbilt LLC

DATE: 4/2/2016

AUTHORIZED SIGNATURE: Howie Dingosa

TITLE: Salesman



CITY OF RALEIGH BIDDERS SIGNATURE PAGE

DATE: 5/2/2016

NOTICE TO BIDDERS: Do not include taxes in your bid proposal pricing. Any and all tax imposed upon any article on which you are bidding are only to be shown as separate line items on invoices, and in no case are taxes to be included with your bid price. Failure to comply with these conditions will be considered grounds for rejection.

In compliance with the above request for bids and subject to all the conditions thereof, the undersigned do hereby accept, if this bid is accepted, to be delivered to the City of Raleigh, North Carolina, within the time specified in the bid, and to deliver the set opposite each item within 150-210 days after receipt of order, unless otherwise specified.

COMPANY: Piedmont Peterbilt LLC ADDRESS: 7061 Albert Pick RoadCITY: Greensboro STATE: NC ZIP CODE: 27409AUTHORIZED SIGNATURE: Howie Dingess TITLE: SalesmanNAME PRINTED OR TYPED: Howie Dingess

CONTACT NAME (if different than above): _____

TELEPHONE NO.: 800-822-6075/336-669-4408 EMAIL: hdingess@piedmontpeterbilt.com

BIDDER'S CHECKLIST

- Be aware of the bid opening date and time as indicated on the first page of this proposal.
- You must submit a **sealed bid in hard copy format**. Ensure your bid is properly addressed and clearly marked with the appropriate bid number.
- All signatures must be by a company officer or agent who is authorized to enter into and sign bid documents.
- Have you read and understood the "Terms and Conditions" and the "Instructions to Bidders" for submitting a bid to the City?
- Have you read and do you completely understand all the specifications of this bid proposal?
- Have you submitted the requested number of copies of your proposal and included all the requested literature and specifications?
- Have you signed the enclosed Non-Discrimination Assurances statement?
- If an addendum to the specifications was issued, has it been signed and returned with this bid proposal?
- Have you enclosed statements explaining any exceptions made to the specifications?



CITY OF RALEIGH
NON-DISCRIMINATION ASSURANCES

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

SIGNATURE: Howie Dingess
(President/Authorized Officer)

TITLE: Salesman

DATE: 5/2/2016



**CITY OF RALEIGH
IRAN DIVESTMENT ACT CERTIFICATION**

Bid/RFP/RFQ Number (if applicable): 274-2016-14

Name of Contracting Party or Bidder: Piedmont Peterbilt LLC

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. §147-86.58 et seq.**

Pursuant to N.C.G.S. §147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

Signature Howie Dingess Date 4/2/2016

Printed Name Howie Dingess Title Salesman

N.C.G.S. §147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.ncftreasurer.com/iran and will be updated every 180 days.

* Note: Enacted by Session Law 2015-118 as N.C.G.S. §143C-55 et seq., but has been renumbered for codification at the direction of the Revisor of Statutes.

CITY OF RALEIGH

BID 274-2016-14

AUTOMATED REFUSE TRUCKS

PRE-BID MEETING

MONDAY, APRIL 25, 2016 2:00 PM

CONFERENCE ROOM 112, RALEIGH MUNICIPAL COMPLEX
222 W. HARGETT ST., RALEIGH NC 27601

A pre-bid meeting will be held at the time and place as stated above to discuss the specifications for the purchase of the above listed equipment. Attendance at the pre-bid meeting is **not mandatory** for submitting a bid proposal; however, all interested parties should make every attempt to have a representative present.

Questions or information needed for clarification may be emailed prior to the pre-bid meeting to the City of Raleigh Bid Agent at mary.waller@raleighnc.gov, or presented in writing at the pre-bid meeting. All items of concern will be discussed at the pre-bid meeting. Any changes to the specifications will be made in the form of an addendum and sent to all potential bidders.



CITY OF RALEIGH INSTRUCTIONS TO BIDDERS

1. PURPOSE:

The purpose of this document is to provide general and specific information for the use by vendors in submitting a bid to supply the City of Raleigh with apparatus, supplies, material and equipment, and /or services listed above. All bids and contracts are governed by City policy, and /or by Section 143-129 of the North Carolina General Statutes.

2. HOW TO PREPARE BID PROPOSALS:

Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- a) **PROPOSAL FORM:** Submit all prices and offers on the **BID PROPOSAL FORM(s)** provided herein. All bid proposals must be submitted and signed by the vendor or his authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.
- b) **SIGNATURE:** All bids must be signed by an authorized official of the company on the Bidders Signature Page. A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.
- c) **TAXES:** Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the City. The City is required to pay sales tax. The City is exempt from Federal Excise Tax and has a Federal Tax number.
- d) **NON-DISCRIMINATION:** The **NON-DISCRIMINATION ASSURANCES** form included in the bid package is a condition of the bid and must be completed and signed by the bidder.
- e) **MWBE POLICY:** Pursuant to General Statutes of North Carolina Sections 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for Certified Minority and Women-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs. *Moreover, the goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding.* The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved. Moreover, the goal breakdown is 8% for minorities and 7% for non-minority females.
- f) **SUSTAINABILITY:** In accordance with the City of Raleigh 2007-2009 City Council Mission Statement, the City recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a diverse, equitable, and vibrant community and economy. The City recognizes that the types of products and services the City buys have inherent social, human health, environmental and economic impacts, and asks that all vendors and bidders providing and proposing products and services to the City, be mindful of the City's Sustainability Policy and provide and propose products and services that embody the City's commitment to sustainability whenever possible.
- g) **INFORMATION:** Questions concerning the bid requirements or specifications should be directed to the City of Raleigh Purchasing Division, Room 505, 222 W. Hargett St., Raleigh, NC 27601 or by calling 919-996-3240. All changes in specifications will be made in writing in the form of an Addendum. Addendums will be furnished to all invited bidders and others requesting to bid. **VERBAL INFORMATION OBTAINED OTHERWISE WILL NOT BE CONSIDERED IN THE AWARD OF BIDS.** No changes to specifications will be permitted within five (5) working days prior to the bid opening.

3. HOW TO SUBMIT BID PROPOSALS:

- a) **SUBMIT SEALED BIDS ON THE BID PROPOSAL FORM PROVIDED HEREIN.**
- b) **Provide (2) complete sets of your bid on the BID PROPOSAL FORM PROVIDED HEREIN in hard copy paper format (on 8-1/2" x 11" size paper, only bound with a single staple in the upper left corner or with a single removable clip—no 3-ring binders) and must be SEALED in an envelope. NO EMAIL OR FAX BIDS WILL BE ACCEPTED.** All Formal Bids (estimated to be greater than \$90,000) must be submitted in a sealed opaque envelope, plainly marked with the bid number, and date and time to be opened as shown below.
- c) All bids must be mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Manager or Bid Agent on or before the time and the date specified on the Bid Proposal Form. Bids not received by the time and date specified on the Bid Proposal Form will not be opened or considered, unless the delay is a result of the negligence of the City of Raleigh, its agents, or assigns.

Mailing Address:
 City of Raleigh
 Bid# _____ Date: _____ Time: _____
 Purchasing Division
 PO Box 590
 Raleigh, NC 27602-0590

Delivery Address:
 City of Raleigh
 Bid# _____ Date: _____ Time: _____
 Purchasing Division
 222 W. Hargett St., Room 505
 Raleigh, NC 27601

4. BID OPENING:

- a) All bids will be opened and read at the time and place shown on the enclosed Bid Proposal Form. No official award will be made at the Bid Opening. All bidders are welcome to attend the bid opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- b) Bidders may not review or request copies of bids at the Bid Opening. A time must be scheduled to meet with the Purchasing Manager and/or Bid Agent for this purpose.
- c) Bids will be examined by the Purchasing Manager and/or Bid Agent and the using department officials promptly after the opening and an award made at the earliest possible date. No bids may be withdrawn after bid opening.

5. AWARD OF BID:

- a) Standard of Bid Award Acceptance: The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the City of Raleigh. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.
- b) Bid Prices: All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight and fuel surcharges, and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the City Purchase Order. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation. Bidders must submit product literature and manufacturer's specifications with their bid proposal. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.
- c) Order of Precedence: In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid; 2) the Minimum Specifications section specific to the Bid, 3) the City of Raleigh Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.
- d) Payment Terms: Payment terms of Net 30 days from the date of receipt of invoice, or upon acceptance of goods whichever is later, will apply to all invoices. Payment term discounts will be allowed for prompt payments, but will not be a consideration for award. All invoices are to be emailed to accountspayable@raleighnc.gov, or delivered to City of Raleigh, Accounts Payable Division, PO Box 590, Raleigh, NC 27602-0590.
- e) Bid Award Approval: The City Manager has delegated authority from the City Council to award bids for supplies, equipment, and apparatus greater than \$90,000. Bids will be approved and awarded by the City Manager upon the recommendation by the Purchasing Manager.

6. **OBJECTION TO THE SPECIFICATIONS:**

It is not the intent of the bid specifications to exclude or limit competition, or favor any particular vendor or product. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify the City of Raleigh Purchasing Manager, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid opening date. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to the City of Raleigh Purchasing Manager. Information obtained from other sources will not be considered in the evaluation and award of this bid. All objections, or requests for Approved Equals, will be evaluated promptly, and all potential bidders will be notified of any changes to the specifications or other approvals in the form of a Bid Addendum.

7. **SUBMITTING A PROTEST TO THE BID AWARD:**

A Bidder wishing to express a concern or complaint, and file a protest to a Bid Award, must submit in writing the reasons, information, and documentation for the protest, to the Purchasing Manager within 48 hours (two business days) from the date of the Notice of Award. In the event of a protest, the Purchasing Manager will notify the Finance Director and the City Manager of the protest, and provide the information for both the recommended award and the protest. The City Manager will make a final decision for the bid award. The protesting bidder may appeal the decision to the City Council.

8. **FAILURE TO BID:**

If the bid is not submitted, bidder should return the attached "NO BID RESPONSE" sheet, stating the reasons therefore, and indicate whether the business should be retained or removed from the City's Bidder's list.

9. **ERRORS IN BIDS:**

Bidders or their authorized representatives are expected to understand the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

10. **ALTERNATE BIDS:**

DO NOT submit alternate bids unless called for on the bid proposal form. Alternate bids are those that are not identical by manufacturer and model to what is specified or has substantially different specifications. When alternate bids are requested, the bidder must submit documentation as a part of the bid to show that the product is comparable to the item(s) referred to in the specifications. Bidders may submit multiple bids on various manufacturers' brands/models meeting specifications if no specific manufacturer/model has been specified.

11. **BID OPTIONS:**

The City reserves the right to request pricing on optional equipment or additional items along with the pricing for the main or primary product or items. At the discretion of the City, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The Bid Award will be made to the lowest responsible bidder for the main or primary product or items listed on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the Bid Award.

12. **QUANTITIES:**

The City of Raleigh reserves the right to adjust quantities as needed, and to add additional items and/or products as needed, as determined to be in the best interest of the City. The quantities stated herein, for term or multi-year contracts are estimated, and may change to be more or less over the term of the contract.

13. **PRICE ADJUSTMENTS:**

For Bids with fixed price contract periods, it is the City's intent to contract at a fixed price for a period of one (1) year, with an option to extend the contract for two (2) additional one (1) year periods. The price proposed by the Bidder is to remain fixed for the first 1-year (12-month) period of the contract. Prices for additional extension term periods may be subject to a price increase or decrease as long as the price adjustment mirrors and reflects a previous industry wide adjustment for the product or item(s)

specified in the Bid.

Any price increase or decrease will be adjusted to the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor, or other appropriate agreed upon price index. The amount of the increase or decrease will be determined by the difference between the latest price index available ninety (90) days prior to the end of the current contract year in effect, and the price index for the same month one year prior. Any requested price increase must be fully documented and submitted to the Bid Agent or the Purchasing Manager at least sixty (60) days prior to the Bid contract anniversary date. Any approved price adjustment (increase or decrease) will then become effective upon the anniversary date of the contract at the start of the next term period.

The City reserves the right to accept or to refuse any documented price adjustment submitted by the vendor/contractor for any reason as determined to be in the best interest of the City. In the event the City does not accept the proposed price adjustment for the extended term, the Bid contract will not be renewed, and the City will rebid the product or item(s). Any Bid contract extension is subject to the continuation of need and usage by the City and the appropriation of funds.

14. CONTRACT EXTENSIONS:

The City reserves the right to extend all bid contracts for up to two (2) additional one (1) year periods from the date of the award of the original bid, if agreed upon in writing by the contracted vendor. The contract extension(s) may be for additional quantities or for an additional time period as set forth.

15. TRADE SECRETS:

This Bid document and all Bidders' responses and proposals received are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to State Statute or other laws. Any section of the bidder's response package that is deemed to be a trade secret by the bidder shall be submitted in an envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE." The City shall make a good faith effort to protect such confidential information.

16. BID TABULATIONS:

Bidders wishing to obtain a bid tabulation prior to the award of the bid may view and download tabulations from the City of Raleigh website at www.raleighnc.gov. Tabulations should be posted within 48 hours (two work days) after the bid opening. From the City's homepage, select the following in order to view bid tabulations: Business, Bids and RFPs and follow the instructions. Bid tabulations only reflect the bids as read at the time of the bid opening and should not be considered an award. It is the City's policy to furnish bid tabulations to all bidders.

17. ELECTRONIC PURCHASE ORDERS AND INVOICES:

The City recently expanded its electronic ordering and payment capabilities with additional eProcurement software that provides an "eMarket" with 'Amazon-like' shopping-cart functionality for use by the City departments. The City's "RPOD Market" makes ordering and requesting purchase orders easier, and improves the efficiency of the City's accounting and payment system through the utilization of electronic methods for the delivery of purchase orders and the receiving of vendor invoices.

SciQuest is the City's eProcurement web-based solution provider, and the City requests vendors awarded City contracts to contact the Purchasing Division to discuss the use of SciQuest's web-based application for the electronic delivery and receipt of purchase orders and invoices. There are no fees or costs to vendors for the use of this application and process. If selected, SciQuest will provide the technical requirements to integrate the data necessary to electronically deliver and receive purchase orders and invoice(s) to the City.

18. BID CONTACTS:

Any and all questions, concerns, or request for additional information shall be directed to the City of Raleigh, Purchasing Division to the attention of the Bid Agent as indicated below:

Bid Agent: Mary L. Waller, CLGPO
Purchasing Manager
Tel: 919-996-3558
Email: mary.waller@raleighnc.gov

19. **TERMS AND CONDITIONS:**

Acceptance of the City's Purchase Order includes acceptance of all applicable Terms and Conditions. The City's Purchase Order Terms & Conditions are provided below for your information.



04/16

CITY OF RALEIGH PURCHASE ORDER TERMS & CONDITIONS

1. Vendor quotes or proposals are referenced for scope only. City of Raleigh Purchase Order Terms & Conditions exclusively governs this purchase.
2. All invoices are to be sent by email to: accountspayable@raleighnc.gov. Or, mail or deliver all invoices to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh NC 27602-0590.
3. **IMPORTANT:** All invoices must include a unique invoice number and this Purchase Order number. Invoices submitted without the unique invoice number or without the correct purchase order number will result in delayed payment.
4. Invoices for partial deliveries must be indicated as such.
5. The Vendor must provide separate invoices for each Purchase Order number.
6. The City of Raleigh is not exempt from North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes. These taxes must be correctly invoiced to the City for payment. Taxes shown on the purchase order are approximate.
7. The City of Raleigh is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
8. Payment term discounts will be deducted as provided for on the front of this Purchase Order or in accordance with the terms of your official quotation or bid. **Net purchases will be paid 30 days from the date of your invoice, or upon acceptance of goods whichever is later.**
9. **Important:** All packages must bear the correct Purchase Order number on the outside of each package or shipping container.
10. The City of Raleigh will not be responsible for any goods delivered without a Purchase Order having been issued.
11. The conditions of this order cannot be modified except by written amendment in the form of a "Corrected Purchase Order" which has been approved by the City of Raleigh's Purchasing Manager.
12. Any rejected materials will be returned to the Vendor at the Vendor's risk and expense.
13. In the event of a Vendor's failure to deliver or perform as specified, the City reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Vendor agrees that the City may return part or all of any shipment and may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
14. In case of default of the contractor, the City may procure the articles or services from other sources and charge the Vendor damages for any excess costs or other damages caused by the default.
15. It is agreed that the goods, materials, equipment or services provided shall comply with all Federal, State or local laws, and that the Vendor shall defend actions or claims brought, and save harmless the City, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
16. All prices must be F.O.B. Destination and delivered to the destination as indicated on the front of the purchase order. Unless the specific purchase is quoted as F.O.B. Shipping Point, then the vendor is to prepay the shipping charges and add them to the invoice.
17. The risk of loss and damage to the goods which are the subject of this order shall be the Vendor's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.
18. The Vendor acknowledges that it is the policy of the City of Raleigh to avoid commercial promotion of products used by the City or the vendors of such products. The Vendor accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon the City's purchase and/or use of the goods which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods or products by City officers or employees.
19. The City may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice or course of dealing to the contrary. **Acceptance of the Purchase Order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.**
20. All matters relating to this Purchase Order shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
21. Notwithstanding any other provisions of this Purchase Order, this Purchase Order and all materials submitted to the City by the Vendor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Vendor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Vendor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Purchase Order. To the extent that any other provisions of this Purchase Order conflict with this paragraph, the provisions of this section shall control.
22. **NON-DISCRIMINATION:** To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

23. **INSURANCE:** If performing services under this Purchase Order the Vendor, agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Purchase Order the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Purchase Order:
- Workers' Compensation Insurance:** Vendor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.
- Commercial General Liability:** Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- Commercial Automobile Liability:** Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Vendor does not own automobiles, Vendor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Purchase Order and/or are brought on a COR site.
- Additional Insured:** Vendor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Raleigh as its interest may appear'.
- Umbrella or Excess Liability:** Vendor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Vendor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.
- Professional Liability:** Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.
- The City reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Vendor's insurer. If Vendor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Vendor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:
- City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590
- All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.
24. **INDEMNITY:** To the fullest extent permitted by law, except to the extent caused by the sole negligence or willful misconduct of the City, the Vendor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Purchase Order, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Purchase Order. This representation and warranty shall survive the termination or expiration of this Purchase Order. The Vendor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Purchase Order.
25. **INTELLECTUAL PROPERTY:** All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Purchase Order shall be the property of the City. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Vendor's performance of services under this Purchase Order shall vest in the City. Works of authorship and contributions to works of authorship created by the Vendor's performance of services under this Purchase Order are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.
26. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Purchase Order, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Purchase Order must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Purchase Order by this provision.
27. **CANCELLATION:** The City may terminate this Purchase Order at any time by providing written notice to the Vendor. Vendor shall cease performance immediately upon receipt of such notice. In the event of early termination, Vendor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Vendor under this section exceed the total amount due Vendor under this Purchase Order.
28. **MISCELLANEOUS:** The Vendor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Purchase Order, and will reimburse the City for the replacement value of its loss or damage. The Vendor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Purchase Order. Such employees shall not be employees of or have any individual contractual relationship with the City.
29. **E-VERIFY:** I understand that E-Verify is the federal E-Verify 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 in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

30. **Iran Divestment Act Certification** - Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55. *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.



BID Request No: 274-2016-14

AUTOMATED REFUSE TRUCKS

MINIMUM SPECIFICATIONS

1. **GENERAL:**

These specifications have been written for the purpose of purchasing four (4) new and unused diesel powered cab over engine truck cab and chassis of the latest design, current production model with all standard equipment listed in the manufacturer's literature that are not addressed here. These details will be used to mount a refuse body with a legal payload capacity, multi-pick, high compaction, automated side loading refuse body with a mechanical lifting mechanism capable of handling 36 to 100 gallon roll-out refuse carts. Complete units shall be capable of servicing up to twelve hundred (1,200) automated containers during a normal ten (10) hour workday. The bidder shall be required to deliver unit ready for operational use. The bidder shall be responsible for instructing both the Vehicle Fleet Services Division and the Solid Waste Services Department in the operation of the vehicle(s). Specific details listed below should be considered to be minimum requirements unless otherwise shown. Where no specifications are shown, the item is to be described as bid. Any exceptions taken to these specifications are to be noted as such in this document with an explanation of the exception taken. Applicable manufacturer's literature is to be included with the bid. Only Bids for complete units (cab and chassis with body) will be accepted.

The wheelbase, cab to axle and axle to end of frame overhang, dimensions are to be determined with the body supplier to result in the best possible weight distribution and to maximize the legal payload the truck can carry. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.

2. **BID SPECIFICATION COMPLETION INSTRUCTIONS:**

All text fields or blanks must be responded to in the returned bid specifications. **Failure to complete this information will indicate a non-responsive bid.**

3. **MEETS OR EXCEEDS SPECIFICATIONS:**

Please check the appropriate "YES" or "NO" box in the right column, or where requested, indicating that the item being bid does meet or does not meet the specification as written. Checking the "NO" field indicates that the bidder does not meet the specification as requested and is taking an exception. All exceptions must be explained in detail as per below.

4. **EXCEPTIONS TAKEN TO SPECIFICATIONS:**

Bidders must note clearly any and all exceptions taken to the specifications in the space provided or as an attachment. The specifications were not written to intentionally eliminate any one bidder, but to be used as a guide for the size and quality of the equipment requested. In some instances, a particular manufacturer and model may be specified with or without an approved equal. It is noted that different manufacturers will have differences in engineering and design of equipment. Bidders must note these differences as an "Exception" and attach detail information explaining how the exception is "equal to" or "exceeds" the intent of the specification. All exceptions and items submitted as an equal will be evaluated. The City reserves the right to reject any and all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the City of Raleigh. All Exceptions taken to the specifications by checking the "NO" field must be explained in detail in the space provided or on an attached sheet and submitted with your bid.

- v. Factory installed heating and Air Conditioning 50,000 BTU (not roof installed)
- w. Dual fans mounted to cool both driving positions
- x. Rear Cab Wrap Around Corner Visibility Windows
- y. Keys: Two (2) sets of keys must be provided
- z. Wiring: Heavy duty wiring for auxiliary lighting

Exceptions (Include line number with description)

o. molded black plastic mounted front rh door and front of cab LH . w. dual fans not available

2. ENGINE

- a. Cummins ISL 9L (No Exceptions)
- b. 345HP 1150 ft/lbs torque
- c. Engine must be an inline 6-cylinder
- d. Air cleaner: Single stage, replaced by dry type with pop-top and filter indicator
- e. Oil filters: Disposable spin on type
- f. Oil coolers: Engine mounted
- g. Fuel pump: Electronic
- h. Primary fuel filter engine manufacturer standard
- i. Auxiliary Include biodiesel fuel water separator such as Davco 384 or equivalent
- j. Capable of using B20 biodiesel fuel
- k. Governor: Electronic, variable speed control vehicle speed 65 MPH

Exceptions (Include line number with description)

3. COOLING SYSTEM

- a. Cooling system: Heavy duty, high capacity
- b. Coolant recovery: Reservoir with filter and conditioner
- c. Radiator: Bolted tank construction (1,300 sq./in. minimum)
- d. Radiator fan: Thermostatically controlled via, engine temperature for on/off use
- e. Skid Plate to Protect Radiator
- f. Extended life Anti-Freeze to -40F
- g. Silicon hoses with steel tubing and constant torque clamps

Exceptions (Include line number with description)

4. EXHAUST SYSTEM

- a. Vertical exhaust and heat shield mounted on street side of truck. Exhaust piping shall have a debris shield from manifold to muffler.
- b. 10 gal. minimum DEF tank mounted such that it is protected against drippings from refuse body falling on top of the tank

Exceptions (Include line number with description)

5. ELECTRICAL SYSTEM

- | | | |
|--|-------------------------------------|-------------------------------------|
| a. Batteries: Three (3) 12 volt, group 31 (total 2,850 CCA), maintenance free with external post for jump starting | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Battery box mounted such that it is protected against drippings from refuse body falling on top of the tank | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Alternator: 180 amp minimum | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. 12 volt Delco starter | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Master power disconnect switch with lock out feature mounted near battery box | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. Lighting: Must comply with all ICC light specifications (LED where applicable) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. Turn signals & clearance lights are to be LED | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h. Front headlights are to be Halogen. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i. Turn signals are to be self-canceling | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| j. All circuit protection should be auto circuit breakers | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Exceptions (Include line number with description)

- a. 2100 cca

6. ENGINE PROTECTION

- | | | |
|---|-------------------------------------|--------------------------|
| a. Engine protection shall stop the engine if any of the following conditions occur: High coolant temperature, low oil pressure, low coolant level. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|-------------------------------------|--------------------------|

Exceptions (Include line number with description)

7. PTO

- | | | |
|--|-------------------------------------|--------------------------|
| a. Power takeoff: Front mounted, engine driven. Chassis manufacturer shall provide all accommodations to radiator, grill, bumper, etc... for this requirement. If the drive shaft passes through the radiator, the radiator should be protected from damage in the event of a drive shaft failure. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Pump shall not protrude in front of bumper without adequate protection and shall be configured for mounting at minimum distance from the cab. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Exceptions (Include line number with description)

8. TRANSMISSION

- | | | |
|---|-------------------------------------|--------------------------|
| a. Allison 4500RDS automatic transmission with torque converter with PTO provision WTEC calibration 6 speed with Fuel Sense "Plus" package. or equivalent | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Electronic push pad shift control, dash mounted | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Equipped with "Prognostic" (or equivalent) that monitors oil life, filter life, clutch life and oil level and is reset through transmission shifter | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- d. Synthetic transmission fluid (tes-295 compliant)
- e. Water to oil transmission cooler
- f. Transmission to have force neutral when parking brake is applied
- g. Equipped with a transmission retarder
- h. Allison SCAAN to be provided with bid
- i. 5 year unlimited mileage warranty included

Exceptions (Include line number with description)

9. FRAME

- a. Single frame shall exceed specifications for GVW of vehicle. RBAI minimum 5,529,000 lbs.
- b. Front end of frame is heavy-duty steel
- c. A front frame mounted tow pin or two tow hooks and two rear frame mounted tow hooks strong enough to lift the truck shall be provided.

Exceptions (Include line number with description)

10. STEERING

- a. Steering: Hydraulic power, coupling-driven Sheppard S502 or Equal

Exceptions (Include line number with description)

11. FRONT AXLE/SUSPENSION/RUNNING GEAR

- a. Front axle: 20,000 lbs. or Equal axle rating (GAWR) is required with the overriding requirement that the front axle weight rating including wheel and tire capacities must exceed the weight imposed on the front axle when the truck body combination is loaded to meet the Federal Bridge Law Gross Weight.
- b. Springs: The front and rear suspension rating shall equal or exceed the specified axle rating
- c. Maximum Turning Radius 36.8' / 75.8' Curb to Curb

Exceptions (Include line number with description)

12. TANDEM REAR AXLE/GEARING /SUSPENSION/

- a. Rear axles 46,000 lbs., single speed, single reduction tandem rear axle with lube pump with torque rods. The power divider control shall be mounted in the cab. A warning light and alarm shall indicate when the power divider is engaged.
- b. Rear axle ratios: 5.38

- c. Rear suspension: 46,000 lbs. RT-2 Hendrickson w/ greasable bronze center bushings or Hendrickson HN or equal are acceptable
- d. Wheel seals: C.R. "Scotseal Plus" type or equivalent

Exceptions (Include line number with description)

13. BRAKES-ABS

- a. Service brakes, Front Air type, S cam, 16.5 X 7" Non-Asbestos
- b. Service brakes, Rear Air type, S cam, 16.5 X 8 5/8" Non-Asbestos
- c. Air compressor 18.7 CFM Bendix type with wet tanks and primary and secondary tanks or equal
- d. Air dryer Bendix AD-IP or equal
- e. Parking brakes Spring set, "piggy back" type
- f. Slack adjustments Rockwell automatic all wheels

Exceptions (Include line number with description)

14. WHEELS/TIRES

- a. Wheels:
 - 1. Front 22.5 X 9, steel disc hand hole, hub mount
 - 2. Rear 22.5 X 9, steel disc hand hole, hub mount
- b. Tires: 315/80R22.5, 20 ply

Exceptions (Include line number with description)

15. MISCELLANEOUS EQUIPMENT

- a. Fire Extinguisher to meet all State DOT and safety regulations mounted
- b. Triangle Reflector Kit mounted

Exceptions (Include line number with description)

II. Automated Side Load Body:

Meets/exceeds specifications

Yes No

1. VEHICLE WEIGHT DISTRIBUTION

- a. Using N.C state weight laws as an objective, and a typical tilt cab chassis that meets the attached specifications, state:
- b. Completed vehicle empty weight:
 - 1. Total 36,526
 - 2. Front axle 18,502 includes driver and fuel
 - 3. Rear axle 18,024 includes driver and fuel
 - 4. State legal payload 21,474
- c. State loaded weight distribution: Total weight 59,000
 - 1. Front axle 20,000
 - 2. Rear axle 38,000
 - 3. State chassis bridge length: 21
 - 4. The unit must achieve the above weight distribution using only three axles
- d. Within 60 days after delivery, the body manufacturer shall supervise a program whereby a typical load is established and the packing hydraulic system adjusted to generally maintain the maximum most efficient, legal weight distribution

Exceptions (Include line number with description)

2. CAPACITY

- a. The packer body shall have a capacity, excluding the receiving hopper, of not less than 29 cubic yard (minimum).

Exceptions (Include line number with description)

3. BODY WEIGHTS & MEASURES

- a. Maximum body and tailgate weight shall not exceed: 14,000
- b. Maximum width, outside 96"
- c. Maximum overall length of the body, tailgate and loader assembly combined shall not exceed : 294"
- d. Mounted body height above frame 108" maximum".

Exceptions (Include line number with description)



Wednesday, April 27, 2016

Attn:
City of Raleigh

Item(s) Quoted: New Way Sidewinder 29 Yard Automated

Thank you for allowing us to quote you on your equipment needs. Amick Equipment is a full service and stocking parts dealer for all of our equipment lines since 1959, serving our customers in the Carolinas. We appreciate the opportunity to quote you and will work hard to exceed your expectations on your new equipment. If you have any questions about the equipment listed below, or about Amick Equipment, please feel free to call me.

<u>QTY</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	29 yd Dump All Standard Body Options Included Back-up Alarm Upgrade 102db Fire Extinguisher--20lb. (upgrade from 10 lb.) Triple Camera/Flat Split Screen Color 7.0" Electronic Filter By-Pass Indicator In Cab Hydraulic Shut Down When Filter in By-Pass Quick Disconnect Pressure Gage Arm Controls Rocker Switches Under Seat Arm Cycle Counter Shovel/Broom Rack (qty. 2) Pre-crusher Panel Hopper Access Ladder 3-Year Cylinder Warranty 2-Year Body Warranty HARDOX Hopper Liner - 7ga Clean Out Chute Extension Set of Cyinder splash shield covers, like Greensboro Tailgate Seal 48" up the sides of the bottom Ground level grease zerks Fleet MInd Camera System	\$126,386.15	\$126,386.15

Optional Equipment (Not included in price)
Heavy Duty Arm \$1,050.00
Tool Box 24 x 24 x 24 \$650.00

Total: \$126,386.15

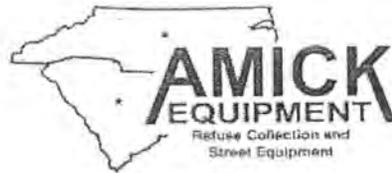
Quoted By: Jason Langston Date: 4/27/2016
Jason Langston

Notes:
This quote good for: **30 days**
Production and delivery will take approximately: *** 120-150 AR Chassis**

Amick Equipment makes every effort when quoting your new equipment to meet all Federal, State and Local weight requirements. It is up to the end-user NOT to exceed the weight limits for your area regardless of chassis GVRW. Over weight equipment can lead to DOT fines, damage to the equipment or injury to the operator and others. All refuse and street equipment has the potential to be over weight if improperly operated.

Thank you for considering Amick Equipment as a vendor. We will do our best to meet and exceed your expectations.

2040 S. Third Street Ext Mebane NC 27302 Toll-Free(800) 922-3795 Fax (803) 359-0925 www.amickequipment.com



Wednesday, April 27, 2016

* Please be aware. Delivery time is based on current production lead time. This is an estimate and may increase or decrease due to chassis availability, body production, transport or other unforeseen issues.

** Unless itemized above, price does not include any state, local or federal taxes.

Body with all bid items included	\$126,386.15
Deductions:	
-Fleet mind Camera System	-\$11,096.78
Vomela Graphics Package	-\$ 2,500.00
Labor for standard camera install	\$ 400.00
Tool Box option	\$ 650.00
Heavy Duty arm Option	\$ 1,050.00
Upgrade to 31 Cubic Yard Body.	\$ 850.10

Net Body Total 31 yard with tool box and HD arm \$115,739.47

Piedmont Peterbilt Chassis pricing:

Cost of the chassis without the body	\$134,614.00
discount for RH steer only	-\$ 5,000.00
Net chassis	\$129,614.00

Total body and chassis with changes \$245,353.47

Amick Equipment makes every effort when quoting your new equipment to meet all Federal, State and Local weight requirements. It is up to the end-user NOT to exceed the weight limits for your area regardless of chassis GVRW. Over weight equipment can lead to DOT fines, damage to the equipment or injury to the operator and others. All refuse and street equipment has the potential to be over weight if improperly operated.

Thank you for considering Amick Equipment as a vendor. We will do our best to meet and exceed your expectations.

2040 S. Third Street Ext Mebane NC 27302 Toll-Free(800) 922-3795 Fax (803) 359-0925 www.amickequipment.com

To: City Manager's Office
From: Caroline Kone, Traffic Division Manager
Contact Person: Caroline Kone
Date: Aug. 23, 2016
Re: Request to allow all-way stops be installed per the Traffic Calming Program along 14th Ave/14th Ave Dr NW

REQUEST

Approve the installation of an all-way stop at the intersections of 14th Ave NW @ 8th St NW, 14th Ave NW @ 10th St NW, and 14th Ave Dr NW @ 10th St Blvd NW.

BACKGROUND

City received a completed petition for additional traffic calming along 14th Ave/14th Ave Dr 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 Ave/14th Ave Dr NW. Following the City's Traffic Calming Guidelines, the recommendation is to install all-way stops to help the speed issue.

ANALYSIS

The Traffic Division has 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 does qualify 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%. Changing and installing the signage and markings along the roadway would be simple and the Traffic Division's signs/markings shop has already taken the appropriate steps to ensure an easy transition.

RECOMMENDATION

Staff recommends the installation of all-way stops at the intersections of 14th Ave NW @ 8th St NW, 14th Ave NW @ 10th St NW, and 14th Ave Dr NW @ 10th St Blvd NW.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen, PE
Initiating Department Head

8/20/16
Date

Arnette M. Dula
Deputy City Attorney, A. Dula

8-29-16
Date

Robyn Wood
Asst. City Manager, W. Wood

8-31-16
Date

A. Surratt
Asst. City Manager, A. Surratt

9/1/16
Date

Melissa Miller
Finance Officer, Melissa Miller

8-29-16
Date

M. Bennett
Administrative Services Director
M. Bennett

Date

Bo Weichel
Purchasing Manager, Bo Weichel

9-31-16
Date

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

M. Berry
City Manager, M. Berry

9/1/16
Date



Traffic Calming Petition 360:
All-Way stop signs along
14th Ave NW/14th Ave Dr NW
at intersections with 8th St NW, 10th St NW, and
10th St Blvd NW



1 inch = 500 feet

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COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Police - Captain Jeff Young
Contact Person: Captain Jeff Young
Date: 08/22/2016
Re: Automated External Defibrillators

REQUEST: Hickory Police Department requests approval to accept the grant of six (6) Automated External Defibrillators (AED) from Firehouse Subs Public Safety Foundation.

BACKGROUND: Due to time constraints, on July 21, 2016, Hickory Police Department submitted a grant application to the Firehouse Subs Public Safety Foundation Sorensen AED Fund - 1,000 AED Gift Campaign. Hickory Police Department has been provided an opportunity to receive a grant for of six (6) 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 AEDs to be carried by officers in their patrol cars.

ANALYSIS: The Hickory Police Department currently has (2) two AED's. One AED is housed at the police department fire arms range and the other AED is housed at police headquarters. The six (6) additional AEDs would provide an AED to be carried by a Commander in each of our (5) five PACTs during each shift and (1) one to be assigned to our Special Operations Team. Police Officers are frequently first responders at critical incidents in which a citizen might require emergency medical assistance. By carrying automated external defibrillators (AED's) in his or her vehicle, police officers can increase the survival rate of cardiac arrest victims and save more lives annually. The addition of the six (6) AED's would provide Hickory Police Department with an additional lifesaving tool.

RECOMMENDATION: Hickory Police Department requests approval to accept the donation of six (6) Automated External Defibrillators from Firehouse Subs Public Safety Foundation.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Thurman Whisnant

Initiating Department Head

08/22/16

Date

Amrita M. Dula
Deputy City Attorney, A. Dula

8-29-16

Date

Rodney Miller
Asst. City Manager Rodney Miller

8-31-16

Date

A. Surratt
Asst. City Manager, A. Surratt

9-1-16

Date

Melissa Miller
Finance Officer, Melissa Miller

8-31-16

Date

Bo Weichel
Purchasing Manager, Bo Weichel

8-31-16

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

9/1/15
Date



Dear Officer:

The Firehouse Subs Public Safety Foundation was established in 2005 in the aftermath of Hurricane Katrina by firefighting brothers, and restaurateurs, Chris Sorensen and Robin Sorensen. With a commitment to providing first responders with life-saving equipment and resources, the Foundation has awarded more than \$20 million to public safety organizations throughout the country.

Through our grant application program more than 1,450 fire, police and EMS departments have benefitted. As the Foundation continues to grow, so does the Firehouse Subs restaurant chain. This month, Firehouse Subs will reach a huge landmark and open their 1,000th restaurant. A testament to a great product and a great culture that includes giving back to local communities.

To celebrate this milestone, Chris Sorensen and Robin Sorensen have committed one million dollars to provide police departments with AEDs for their cruisers. They have openly invited the Firehouse Subs restaurant community to reach out to their local police with the opportunity to apply for this gift.

There is no catch! This is a simple act of kindness and appreciation. We thank you for what you do for us every day. All that is needed is for you to fill out the attached one-page grant application and email it back to our Foundation before the application deadline of Friday, August 26, 5 p.m. EST).

If you have any questions you can contact your local Firehouse Subs restaurant or you can email us at foundation@firehousesubs.com.

Firehouse Subs Public Safety Foundation is a 501 c 3 non-profit, EIN: 20-3588745. For additional information please visit us at FirehouseSubs.com/Foundation.

Thank you for all you do,

Robin Peters, *Executive Director*
Firehouse Subs Public Safety Foundation

Firehouse Subs Public Safety Foundation

3400-8 Kori Road • Jacksonville, Florida 32257

Phone: 904.886.8300, ext. 223 • Fax: 904.886.2111 • Email: foundation@firehousesubs.com



**Firehouse Subs Public Safety Foundation
Sorensen AED Fund – 1,000 AED Gift Campaign
Automated External Defibrillator (AED) Grant Application**
All fields must be completed in order to be considered.

To be filled out by Firehouse Subs restaurant:

Name of the Area Representative: Tim Goss
 Name of the Franchisee: MARY PUNCH
 Firehouse Subs (franchisee) restaurant address and #: 1418
2034 US Hwy 70 SE, Hickory, N.C. 28602

To be filled out by Grant Applicant:

Today's Date: 7/21/2016
 Name of Organization: Hickory Police Department
 EIN/Federal ID Number: 56-6001244
 Address: 347 2ND Avenue SW
 City, State & Zip Code: Hickory, NC 28602
 Contact Person: Jeff Young
 Title/Position: Captain / Patrol Commander
 Mobile Phone Number: 828-455-4192
 Email: jyoung@hickorync.gov
 Alternate Contact and Phone Number: (required) Vidal Sipe
Captain/Support Services 828-261-2608
 Community(s) served: City of Hickory - Divided into 6 PACTS/Zones 40,143 residents

Please choose (1) from the brands and models below. The Sorensen AED Fund will purchase the requested AED and ship to the address submitted on this grant application form.*

Please check the box next to the AED you choose for your department's police cruiser, and initial.

- Cardiac Science G5 Multilingual, package including 2 sets of electrodes, carry case, ready kit
www.cardiacscience.com
- Philips Heartstart FRx includes 2 sets of pads, infant/child key, FRx case, and fast response kit
www.usa.philips.com
- Physio-Control LifePak CR including 2 sets of electrodes, battery charger, carry case, and Ambu Res-Cue Mask kit www.physio-control.com
- 6 Zoll AED Plus AED Plus with AED Cover with Public Safety PASS Cover, Batteries, CPR-D Padz, Softcase <http://www.zoll.com>

**Applicant: Please email the completed Grant Application to:
Foundation@FirehouseSubs.com**
Or mail to: Firehouse Subs Public Safety Foundation-AED Grant Program
 3400-8 Kori Road, Jacksonville FL 32257

*If the shipping address is different from the address listed on this application please submit the correct shipping address.
Application must be received (not postmarked) no later than Friday, August 26, 2016 – 5 p.m. EST
 Firehouse Subs Public Safety Foundation is a 501 c 3 non-profit, EIN: 20-3588745

Congratulations on your AED Grant Award - Restaurant #1418

Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>

Thu 7/21/2016 4:24 PM

To: Jeff Young <jyoung@hickorync.gov>;

Cc: Tim Goss <tgoss@firehousesubs.com>; Mary Punch <mary.punch@firehousesubs.com>; SIG <sig@firehousesubs.com>;

Thank you for your Automated External Defibrillator (AED) grant submission.

Your application is complete and our Firehouse Subs Public Safety Foundation team will begin the procurement process. If we need additional information we will be in touch with you. Otherwise, no follow-up is needed on your end. Our goal is to place your order within the next four weeks. We will email you when the order has been placed.

It is an honor to impact your department's life-saving capabilities.
Thank you for you all you do.

Robin, Meghan, Jackie, Brady, Gina & Nancy

Firehouse Subs Public Safety Foundation

foundation@firehousesubs.com | FirehouseSubs.com/Foundation

p) [904.886.8300](tel:904.886.8300)

[3400-8 Kori Road](http://3400-8KoriRoad.com)

[Jacksonville, FL 32257](http://JacksonvilleFL32257.com)

Facebook: [Facebook.com/FirehouseSubsFoundation](https://www.facebook.com/FirehouseSubsFoundation)

Twitter: [Twitter.com/savinglives](https://twitter.com/savinglives)

The Firehouse Subs Public Safety Foundation is dedicated to improving the life-saving capabilities and the lives of local heroes and their communities.

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COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Police Department/Chief Thurman Whisnant

Contact: Captain Vidal Sipe

Date: August 23, 2016

Re: Request Approval to Purchase Police Vehicles

REQUEST: Hickory Police Department requests approval to purchase ten specialized police package emergency vehicles.

BACKGROUND: Hickory Police Department has funds budgeted in the 2016-2017 CIP for replacement of police vehicles.

ANALYSIS: HPD staff and the City of Hickory Fleet Manager have 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. The Police Interceptor Utility comes standard with all-wheel drive designed to deliver low-speed traction and high-speed handling and stability. Other benefits of the Police Interceptor Utility include: availability (much shorter delivery time), ergonomics (visibility and better occupant and cargo space to carry specialized equipment), safety and durability (larger heavy duty frame in the event of a crash) and braking distance.

Asheville Ford in Asheville, NC 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 include the following:

- Driver's Side Spot Lamp (Whelen or compatible) - \$420.00
- Front Headlamp/Police Interceptor Housing - \$125.00
- Dome Lamp-Red-White in Cargo Area - \$50.00
- Rear Door Handles Inoperable - \$35.00
- Remote Keyless Entry (Two Remotes/Four Sets of Keys) - \$260.00
- SYNC Basic (Voice Activated Communications System) - \$295.00

Total price with added options - **\$27,075.19**

RECOMMENDATION: 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 and a total cost of \$270,751.90. Funds are budgeted in the FY 2016/2017 CIP.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

010-5110-527-75-01

\$270,751.90

Reviewed by:

Thurman Whisnant 08/23/2016
Initiating Department Head Date

Rodney Miller 8-31-16
Asst. City Manager Rodney Miller Date

Melissa Miller 8-31-16
Finance Officer, Melissa Miller Date

Date

A. Dula 8-29-16
Deputy City Attorney, A. Dula Date

A. Surratt 9-1-16
Asst. City Manager, A. Surratt Date

B. Weichel 8-31-16
Purchasing Manager, B. Weichel Date

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

C. Surratt
City Manager,

9-1-16
Date



Asheville Ford Lincoln
611 Brevard Rd., Asheville, North Carolina, 288062201
Office: 828-253-2731 Fax: 828-258-6012

Customer Proposal

Prepared for:

Brad Abernathy
City of Hickory

Prepared by:

Jeffrey Williams
Office: 828-279-4933
Email: jwilliams@ashevilleford.com

Date: 08/12/2016

Vehicle: 2017 Utility Police Interceptor Base
AWD





Asheville Ford Lincoln
611 Brevard Rd., Asheville, North Carolina,
288062201
Office: 828-253-2731

**2017 Utility Police Interceptor, Sport
Utility
AWD Base(K8A)**

Table of Contents

Description	Page
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Table of Contents	2
Selected Options	3
Pricing - Single Vehicle	5
Window Sticker	6



Selected Options

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A
Powertrain	
99R	Engine: 3.7L V6 Ti-VCT FFV
44C	Transmission: 6-Speed Automatic
STDAX	3.65 Axle Ratio
STDGV	GVWR: 6,300 lbs
Wheels & Tires	
STDTR	Tires: P245/55R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i>
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>
Other Options	
113WB	113" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>
86P	Front Headlamp/Police Interceptor Housing Only <i>Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).</i>
153	Front License Plate Bracket
17T	Red/White Dome Lamp in Cargo Area
51T	Driver Only LED Spot Lamp (Whelen)
53M	SYNC Basic (Voice-Activated Communications System) <i>Includes single USB port and single auxiliary audio input jack.</i>
68L	Rear-Door Handles Inoperable/Locks Operable

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731

Exhibit VIII.S.
2017 Utility Police Interceptor, Sport Utility
 AWD Base(K8A)

Selected Options (cont'd)

Code	Description
595	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS.</i>
Interior Colors	
9W_01	Charcoal Black
Primary Colors	
YZ_02	Oxford White
Upfit Options	
spare key	2 Spare key with no remote operation

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Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731

Exhibit VIII.S.
**2017 Utility Police Interceptor, Sport
 Utility
 AWD Base(K8A)**

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$33,670.00
<i>Pre-Tax Adjustments</i>	
Description	
Fleet Concession	-\$3,569.00
DEALER DISCOUNT	-\$3,025.81
<hr/>	
Total	\$27,075.19

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Brad Abernathy, City of Hickory
 By: Jeffrey Williams Date: 08/12/2016 | Price Level: 725 Quote ID: 0712201603



Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina, 288062201
 Office: 828-253-2731

2017 Utility Police Interceptor, Sport Utility AWD Base(K8A)

Major Equipment

(Based on selected options, shown at right)

- 3.7L V-6 DOHC w/SMPI 304hp
- 6 speed automatic w/OD
- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth wireless streaming
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Axle to end of frame: 46.5"

Fuel Economy

City
16 mpg



Hwy
21 mpg

Selected Options

STANDARD VEHICLE PRICE	MSRP
Order Code 500A	\$31,510.00
113" Wheelbase	N/C
Monotone Paint Application	STD
Paint Table : Primary	STD
Front License Plate Bracket	\$0.00
Oxford White	N/C
Charcoal Black	N/C
Driver Only LED Spot Lamp (Whelen)	\$420.00
Red/White Dome Lamp in Cargo Area	\$50.00
Front Headlamp/Police Interceptor Housing Only	\$125.00
Remote Keyless Entry Key Fob w/o Key Pad	\$260.00
Rear-Door Handles Inoperable/Locks Operable	\$35.00
Engine: 3.7L V6 Ti-VCT FFV	Included
Transmission: 6-Speed Automatic	Included
3.65 Axle Ratio	Included
GVWR: 6,300 lbs	Included
Tires: P245/55R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Radio: MyFord AM/FM/CD/MP3 Capable	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Brad Abernathy, City of Hickory
 By: Jeffrey Williams Date: 08/12/2016 | Price Level: 725 Quote ID: 0712201603



Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina, 288062201
 Office: 828-253-2731

**2017 Utility Police Interceptor, Sport Utility
 AWD Base(K8A)**

SYNC Basic (Voice-Activated Communications System)	\$295.00
SUBTOTAL	\$32,695.00
Destination Charge	\$945.00
TOTAL	\$33,640.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Brad Abernathy, City of Hickory
 By: Jeffrey Williams Date: 08/12/2016 | Price Level: 725 Quote ID: 0712201603



Selected Equipment & Specs

Dimensions

Exterior length: 197.1" * Exterior width: 78.9" * Exterior height: 69.2" * Wheelbase: 112.6" * Front track: 67.0" * Rear track: 67.0" * Turning radius: 19.4' * Min ground clearance: 6.5" * Max ground clearance: 8.5" * Front legroom: 40.6" * Rear legroom: 41.6" * Front headroom: 41.4" * Rear headroom: 40.1" * Front hiproom: 57.3" * Rear hiproom: 56.8" * Front shoulder room: 61.3" * Rear shoulder room: 60.9" * Passenger volume: 118.4cu.ft. * Approach angle: 19.7 deg * Departure angle: 21.7 deg * Cargo volume: 48.1cu.ft. * Cargo volume seats folded: 85.1cu.ft. * Maximum cargo volume: 85.1cu.ft.

Powertrain

304hp 3.7L DOHC 24 valve V-6 engine with variable valve control, SMPI * Recommended fuel : regular unleaded * ULEV II * 6 speed automatic transmission with overdrive * All-wheel drive * Fuel Economy City: 16 mpg * Fuel Economy Highway: 21 mpg * Capless fuel filler

Suspension/Handling

Front independent strut suspension with anti-roll bar, gas-pressurized shocks * Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks * Electric power-assist rack-pinion Steering * Front and rear 18 x 8 black steel wheels * P245/55WR18 BSW AS front and rear tires

Body Exterior

4 doors * Driver and passenger power remote folding door mirrors * Black door mirrors * Lip rear spoiler * Body-coloured bumpers * Clearcoat paint * Front and rear 18 x 8 wheels

Convenience

Manual air conditioning with air filter * Cruise control with steering wheel controls * Power windows * Driver and passenger 1-touch up * Driver and passenger 1-touch down * Remote power door locks with illuminated entry * Manual tilt steering wheel * Day-night rearview mirror * Power adjustable pedals * Wireless phone connectivity * 1 1st row LCD monitor * Dual visor mirrors * Driver and passenger door bins

Seats and Trim

Seating capacity of 5 * Front bucket seats * 8-way 6-way power driver seat adjustment * Manual driver lumbar support * Power height adjustable driver seat * 4-way passenger seat adjustment * 60-40 folding rear split-bench seat * Cloth seat upholstery * Metal-look instrument panel insert

Entertainment Features

AM/FM stereo radio * Single CD player * MP3 decoder * Auxiliary audio input * SYNC external memory control * Steering wheel mounted radio controls * 12 speakers * Wireless streaming * Integrated roof antenna

Lighting, Visibility and Instrumentation

LED low beam aero-composite headlights * LED brakelights * Variable intermittent front windshield wipers * Speed sensitive wipers * Fixed interval rear windshield wiper * Rear window defroster * Fixed rearmost windows * Deep tinted windows * Front and rear reading lights * Tachometer * Camera(s) - rear with washer * Low tire pressure warning * Trip computer * Trip odometer

Safety and Security

4-wheel ABS brakes * Brake assist with hill hold control * 4-wheel disc brakes * AdvanceTrac w/Roll Stability Control electronic stability * ABS and driveline traction control * Dual front impact airbag supplemental restraint system * Dual seat mounted side impact airbag supplemental restraint system * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system * Airbag supplemental restraint system occupancy sensor * Power remote door locks with * Manually adjustable front head restraints

Dimensions

General Weights

Curb	4639 lbs.	GVWR	6300 lbs.
------	-----------	------	-----------

General Trailering

Towing capacity	2000 lbs.	GCWR	7110 lbs.
-----------------	-----------	------	-----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731

Exhibit VIII.S.

2017 Utility Police Interceptor, Sport Utility AWD Base(K8A)

Selected Equipment & Specs (cont'd)

Fuel Tank type

Capacity	19 gal.	Capless fuel filler	Yes
----------	---------	---------------------	-----

Off Road

Approach angle	20 deg	Departure angle	22 deg
Ramp breakover angle	16 deg	Min ground clearance	6"
Max ground clearance	8"	Load floor height	31"

Interior cargo

Cargo volume	48.1 cu.ft.	Cargo volume seats folded	85.1 cu.ft.
Maximum cargo volume	85.1 cu.ft.		

Powertrain

Engine Type

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Electronic
Injection	Sequential MPI	Liters	3.7L
Orientation	Transverse	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Yes		

Engine Spec

Bore	3.76"	Compression ratio	10.8:1
Displacement	227 cu.in.	Stroke	3.41"

Engine Power

Output	304 HP @ 6,500 RPM	Torque	279 ft.-lb @ 4,000 RPM
--------	--------------------	--------	------------------------

Alternator

Type	HD	Amps	220
------	----	------	-----

Battery

Amp hours	78	Cold cranking amps	750
Type	HD		

Engine Extras

Oil cooler	Yes	Radiator	HD
------------	-----	----------	----

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	4.484	2nd	2.872
3rd	1.842	4th	1.414
5th	1	6th	0.742
Reverse Gear ratios	2.882		

Transmission Extras

Oil cooler	Regular duty
------------	--------------

Drive Type

4wd type	Automatic full-time	Type	All-wheel drive
----------	---------------------	------	-----------------

Drive Feature

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731

Exhibit VIII.S.
2017 Utility Police Interceptor, Sport Utility
 AWD Base(K8A)

Selected Equipment & Specs (cont'd)

Traction control	ABS and driveline	Locking hub control	Permanent
Drive Axle			
Ratio	3.65		
Exhaust			
Material	Stainless steel	System type	Dual
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
Fuel Economy			
City	16 mpg	Highway	21 mpg
Fuel type	Gasoline		
Fuel Economy (Alternate 1)			
Fuel type	E85		
Acceleration			
0-60 mph (s)	6.54		
1/4 Mile			
Seconds	14.7	Speed	92 mph
Skid Pad			
Lateral acceleration (g)	0.8		
Slalom			
Speed	56 mph		
Driveability			
Brakes			
ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front
Brake Assistance			
Brake assist	Yes	Hill hold control	Yes
Suspension Control			
Ride	Regular	Electronic stability	Stability control with anti-roll
Front Suspension			
Independence	Independent	Type	Strut
Anti-roll bar	Regular		
Front Spring			
Type	Coil	Grade	Regular
Front Shocks			
Type	Gas-pressurized		
Rear Suspension			
Independence	Independent	Type	Multi-link
Anti-roll bar	Regular		
Rear Spring			
Type	Coil	Grade	Regular

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Selected Equipment & Specs (cont'd)

Rear Shocks			
Type	Gas-pressurized		
Steering			
Activation	Electric power-assist	Type	Rack-pinion
Steering Specs			
# of wheels	2		
Exterior			
Front Wheels			
Diameter	18"	Width	8.00"
Rear Wheels			
Diameter	18"	Width	8.00"
Spare Wheels			
Wheel material	Steel		
Front and Rear Wheels			
Appearance	Black	Material	Steel
Covers	Hub		
Front Tires			
Aspect	55	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	245mm		
Rear Tires			
Aspect	55	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	245mm		
Spare Tire			
Mount	Inside under cargo	Type	Full-size
Wheels			
Front track	67.0"	Rear track	67.0"
Turning radius	19.4'	Wheelbase	112.6"
Body Features			
Front license plate bracket	Yes	Rear spoiler	Lip
Body material	Galvanized steel/aluminum	Side impact beams	Yes
Body Doors			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate
Exterior Dimensions			
Length	197.1"	Body width	78.9"
Body height	69.2"	Axle to end of frame	46.5"
Rear door opening height	32.5"	Rear door opening width	46.6"

Safety

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Exhibit VIII.S.
2017 Utility Police Interceptor, Sport Utility
 AWD Base(K8A)

Selected Equipment & Specs (cont'd)

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead Safety Canopy System curtain 1st and 2nd row	
Passenger front-impact	Yes	Passenger side-impact	Seat mounted

Seatbelt

Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2

Seating

Passenger Capacity

Capacity	5
----------------	---

Front Seats

Split	Buckets	Type	Bucket
-------------	---------	------------	--------

Driver Seat

Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------------	--------	------------	------------

Rear Seats

Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold forward seatback
Type	Fixed		

Front Seat Trim

Material	Cloth	Back material	Vinyl
----------------	-------	---------------------	-------

Rear Seat Trim Group

Material	Vinyl	Back material	Carpet
----------------	-------	---------------------	--------

Convenience

AC And Heat Type

Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		

Audio System

CD	Single	CD location	In-dash
MP3 decoder	MP3 decoder	Auxiliary audio input	Yes
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC

Audio Speakers

Speaker type	Regular	Speakers	12
--------------------	---------	----------------	----

Audio Controls

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Selected Equipment & Specs (cont'd)

Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Wireless streaming	Bluetooth yes
Audio Antenna			
Type	Integrated roof		
LCD Monitors			
1st row	1	Primary monitor size (inches)	4.2
Cruise Control			
Cruise control	With steering wheel controls		
Remote Releases			
Cargo access	Power		
Convenience Features			
Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2	Adjustable pedals	Power
Wireless phone connectivity	Bluetooth		
Door Lock Activation			
Type	Power	Remote	Keyfob (all doors)
Door Lock Type			
Rear child safety	Manual	Tailgate/rear door lock. Included with power door locks	
Instrumentation Type			
Display	Analog		
Instrumentation Gauges			
Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		
Instrumentation Warnings			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific
Instrumentation Displays			
Clock	In-radio display	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer
Instrumentation Feature			
PRND in IP	Yes	Trip computer	Yes
Trip odometer	Yes		
Steering Wheel Type			
Material	Urethane	Tilting	Manual
Front Side Windows			
Window 1st row activation	Power		
Windows Rear Side			
2nd row activation	Power	3rd row activation	Fixed

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Exhibit VIII.S.

**2017 Utility Police Interceptor, Sport
 Utility
 AWD Base(K8A)**

Selected Equipment & Specs (cont'd)

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		

Front Windshield

Wiper	Variable intermittent	Sun visor strip	Yes
Speed sensitive wipers	Yes		

Rear Windshield

Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed

Interior

Driver Visor

Mirror	Yes
--------	-----

Passenger Visor

Mirror	Yes
--------	-----

Rear View Mirror

Day-night	Yes
-----------	-----

Headliner

Coverage	Full	Material	Cloth
----------	------	----------	-------

Floor Trim

Coverage	Full	Covering	Vinyl/rubber
----------	------	----------	--------------

Trim Feature

Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look

Lighting

Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Rear reading	Yes
Variable IP lighting	Yes		

Overhead Console Storage

Storage	Yes	Type	Mini
---------	-----	------	------

Storage

Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes

Cargo Space Trim

Floor	Carpet	Trunk lid/rear cargo door	Plastic
-------	--------	---------------------------	---------

Cargo Space Feature

Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		

Legroom

Front	40.6"	Rear	41.6"
-------	-------	------	-------

Headroom

Front	41.4"	Rear	40.1"
-------	-------	------	-------

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Exhibit VIII.S.

**2017 Utility Police Interceptor, Sport
 Utility
 AWD Base(K8A)**

Selected Equipment & Specs (cont'd)

Hip Room

Front	57.3"	Rear	56.8"
-------------	-------	------------	-------

Shoulder Room

Front	61.3"	Rear	60.9"
-------------	-------	------------	-------

Interior Volume

Passenger volume	118.4 cu.ft.
------------------	--------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Brad Abernathy, City of Hickory
 By: Jeffrey Williams Date: 08/12/2016 | Price Level: 725 Quote ID: 0712201603

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

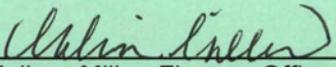
By: _____
A. Surratt, Interim City Manager

Attest:

(SEAL)

Debbie Miller, City Clerk

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



Melissa Miller, Finance Officer

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

Arnita Dula, Staff Attorney

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

BUDGET REVISION # 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 noted herein.

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

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

To provide 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 #B1B001, "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 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.

Adopted this ____ day of _____, 2016

Mayor

Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Planning & Development Services Department – Ross Zelenske, Planner

Contact Person: Brian Frazier, Director of Planning & Development Services

Date: August 23, 2016

Re: Public Hearing for the Consideration of Rezoning Petition 16-04

REQUEST

Conduct a public hearing for the consideration of Rezoning Petition 16-04.

BACKGROUND

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 S NC 127 Highway. The petition is to rezone the properties from Low Density Residential (R-1) to Commercial Corridor (CC-2).

ANALYSIS

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. Please refer to the accompanying staff report for a more in-depth analysis of the petition.

The Hickory Regional Planning Commission conducted a public hearing on July 27, 2016 to consider the petition. During the public hearing the agents on behalf of the applicants spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (8-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition.

RECOMMENDATION

Staff concurs with the Commission's findings and recommendations and recommends that City Council approve the rezoning petition.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian M. Frazier *BMF* 8/23/2016
Initiating Department Head Date

[Signature] 8-24-16
Asst. City Manager, R. Miller Date

[Signature] 8-24-16
Finance Officer, M. Miller Date

[Signature] 8-25-16
Deputy City Attorney, A. Dula Date

[Signature] 9/1/16
Date

[Signature] 8-24-16
Purchasing Manager, B. Weichel Date

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

[Signature]
Interim City Manager, A. Surratt

9-1-16
Date

REZONING ANALYSIS

PETITION: Rezoning 16-04

APPLICANT: George Condeelis, Joseph Condeelis, Dianne Davenport, and Rosemary Penland

OWNER: Rosemary Condeelis Revocable Living Trust, George Condeelis Trustee, and GTC Investment Properties LLC

AGENT: George Condeelis

PROPERTY LOCATION: 3165 S NC 127 HWY, 3179 S NC 127 HWY, and 3181 S NC 127 HWY

PIN: 2791-14-42-9844, 2791-14-42-0860, and 2791-18-42-3423

WARD: The subject properties are located in Ward 4 (Councilman Guess).

ACREAGE: Approximately 6.60 acres (287,496 ft²) of the aggregate 29.65 acres have been requested to be rezoned (Note: This information was taken from the most recent Catawba County tax map data.)

REQUESTED ACTION: The applicants have submitted a petition requesting to rezone a portion of each of the subject properties from Low Density Residential (R-1) to Commercial Corridor (CC-2). The area to be rezoned is adjacent to Highway 127 South, while the majority of the properties will remain zoned R-1.

DEVELOPMENT POTENTIAL: The Commercial Corridor (CC-2) district allows for a variety of commercial and residential uses. Industrial uses are not permitted within this district. Commercial development within this zoning district is intended to be automobile oriented with pedestrian accommodations. Properties zoned CC-2 are permitted to develop at a maximum floor area ratio of 0.85, which means 0.85 square feet of floor area could be provided for every one (1) square foot of land area contained within the parcel. In this particular instance the rezoned area could yield a maximum of 244,371.6 ft² of floor area [(6.60 * 0.85) * 43,560]. It should be understood this number is a theoretical maximum, and other regulatory requirements for building setbacks, parking, buffering, and similar items could substantially decrease this maximum intensity. Although the rezoned area would be commercially zoned, residential development would remain an option. Single-family residential must be approved through a Special Use Permit, while duplexes and multi-family are permitted by right. Multi-family development is allowed to be developed at a maximum density of thirty (30) dwelling units per acre. In this particular instance, a maximum of 198 dwelling units (6.60 * 30) could be constructed. The CC-2 zoning district has a maximum height limitation of 40 feet, therefore any new structures would not exceed three stories.

BACKGROUND: The applicants have submitted a petition requesting the properties be rezoned to Commercial Corridor (CC-2). The applicants have not provided an anticipated use at this time. The properties are largely undeveloped, but include a single-family dwelling, an apartment unit, two barns, and a building for a commercial trucking company.

REVIEW CRITERIA: In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan* and the stated Purpose and Intent of this Land Development Code **(Please refer to Map 1 for more detail)**;

The Hickory by Choice 2030 Comprehensive Plan classifies the area fronting S NC 127 Highway as Commercial Corridor and everything beyond that as Low Density Residential.

The Commercial Corridor future land use classification is characterized as areas located along major thoroughfares such as Highway 127 and Springs Road that will be developed for commercial use. Development will be automobile focused, while providing adequate pedestrian accommodations (HBC 2030, Page 3.7). Development within the Commercial Corridor designation is designed to protect residential areas, encourage connectivity and community open space, and alleviate conflicts in land use (HBC 2030, Page 3.10). Hickory by Choice 2030 lists the CC-2 zoning district as being the implementing zone for this future land use classification.

The Low Density Residential future land use classification is characterized as an area with single-family housing, larger average sized lots, open space, and preservation (HBC 2030, Page 3.6). This classification is intended to function as a transition between rural areas and higher density housing by offering a mixture of development including large lot single-family homes, duplexes, and cluster subdivisions that preserve open space and natural features (HBC 2030, Page 3.9). Hickory by Choice 2030 goes on to list the R-1 district as the implementing zone for this future land use classification.

Section 1.7 of the Hickory Land Development Code contains its Stated Purpose and Intent. This section contains five (5) specific items which the Land Development Code is intended to uphold. These are as follows:

- Implement the Hickory by Choice 2030 Comprehensive Plan;

The applicants have not indicated any specific uses related to the (re)development of the properties, therefore all potential uses within the CC-2 zoning district should be reviewed during the decision-making process. The rezoning area is shown by Hickory by Choice 2030 to be within an area that is intended to provide commercial corridor development and low density residential. The future use of the properties with commercial development located along Highway 127 and low density residential along the rear would be consistent with the HBC 2030 plan.

- Preserve and protect land, air, water and environmental resources and property values;

Any and all improvements that are to take place on the properties will be required to follow all applicable development regulations.

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resource and governmental expenditures;

The subject properties are located directly off of Highway 127, which is a major north-south thoroughfare through the City of Hickory that contains a mixture of commercial and residential uses. Public utilities (water and sewer) are also located within close proximity to the subject properties. Any future development that occurs on the properties will be evaluated as to what impacts, if any, will be placed upon nearby public infrastructure. The owner and/or developer of the properties will be required to cover any financial costs needed for any required infrastructure improvements identified through the evaluation process.

- Regulate the type and intensity of development; and

This Hickory Land Development Code regulates the type and intensity of development that is located on the subject properties. Development plans for the properties, once received, will be reviewed in light of the regulations contained within the Hickory Land Development Code.

- Ensure protection from fire, flood and other dangers.

Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided for the patrons of the subject properties, as well as the residents of the surrounding area.

2. Existing land uses within the general vicinity of the subject properties (**Please refer to Map 2 for more detail**):

North: The properties to the north are occupied by single-family residential and open space;

South: The properties to the south are occupied by a gas station, restaurant, and shopping center;

East: The properties to the east are occupied by a multi-tenant retail store, a mini-storage facility, and single-family residential; and

West: The properties to the west are occupied by various retail businesses.

3. The zoning classification of property within the general vicinity of the subject properties (**Please refer to Map 3 for more detail**):

North: The properties to the north are zoned Low Density Residential (Catawba County R-20);

South: The properties to the south are zoned Highway Commercial (Catawba County H-C) and Commercial Corridor (CC-2);

East: The properties to the east are zoned Low Density Residential (Catawba County R-20), Highway Commercial (Catawba County H-C), and Commercial Corridor (CC-2); and

West: The properties to the west are zoned Highway Commercial (Catawba County H-C) and Commercial Corridor (CC-2) and Low Density Residential (Catawba County R-20);

4. The suitability of the subject properties for the uses permitted under the existing and proposed zoning classification:

The subject properties are currently zoned Low Density Residential (R-1), with one of properties also being partially zoned Commercial Corridor (CC-2). The request is to rezone portions of all three properties from R-1 to CC-2.

If the properties were to be redeveloped using the existing zoning classification, a retail establishment could be developed on the roughly one acre of land already zoned CC-2. The remaining ~28 acre portion of the three properties, zoned R-1, would allow for a new subdivision of homes if a street was constructed off of S NC 127 Highway. These homes could be either single-family, duplexes, or a mixture of both. At a maximum of two dwelling units per acre, up to 56 units could be constructed, although this number would drop, given the need for new road infrastructure. This level of development would be consistent with surrounding area.

The proposed rezoning to the Commercial Corridor zoning district would provide significant commercial, institutional, and high density residential potential to the rezoned area. Under CC-2 zoning district, the property could be developed for multiple office and retail based establishments, institutional facilities, or could include new apartment structures. A new road would need to be constructed to allow development of the R-1 zoned areas. The commercial development of the properties would be reasonable given its proximity to Highway 127, a major thoroughfare connecting the Mountain View community to downtown Hickory and presence of neighboring commercial establishments.

5. The extent to which zoning will detrimentally affect property within the general vicinity of the subject properties:

The rezoning has the potential to detrimentally impact properties in the general vicinity. However; through proper site planning, buffering, and screening as required by the City's Land Development Code, any real or perceived detrimental impacts will be mitigated to maximum extent practical.

6. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire and police protection to fall below acceptable levels.

During the development review process any identified developments impacts upon the items listed above will be evaluated, and the owner / developer will be required to mitigate any deficiencies to the maximum extent practical, or required by law.

The Highway 127 South corridor is currently reaching traffic volume capacity through the Mountain View area according to the Greater Hickory Metropolitan Planning Organization (MPO) 2040 Long Range Transportation Plan (LRTP). NCDOT AADT counts from 2013 indicate that between 16,000 to 17,000 vehicles travel along the 3100 block of S NC 127 Highway daily. Based on preliminary discussion with NCDOT and MPO officials, the level

of service rating is currently E, which is the second lowest score given for measuring road capacity. The LRTP recommends that Highway 127 be widened to a 4-lane divided boulevard with a grass median from Zion Church Road to Huffman Farm Road. The LRTP then recommends widening the road to connect with NC Highway 10. There is no funding or timeline for these widening projects as of July 2016. Given the size of the subject properties, redevelopment of any form will likely add to the traffic volume challenges.

Public utilities (water and sewer) are available to the properties and would need to be extended on site (at the developer's cost), if full development of the properties is to occur.

The properties were annexed into the City of Hickory in 2006 and are currently served by the Hickory Fire Department and Police Department. Fire Station 7 is located 3.6 miles from the properties and the Police Department's Edward PACT is responsible for law enforcement at these locations.

7. The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

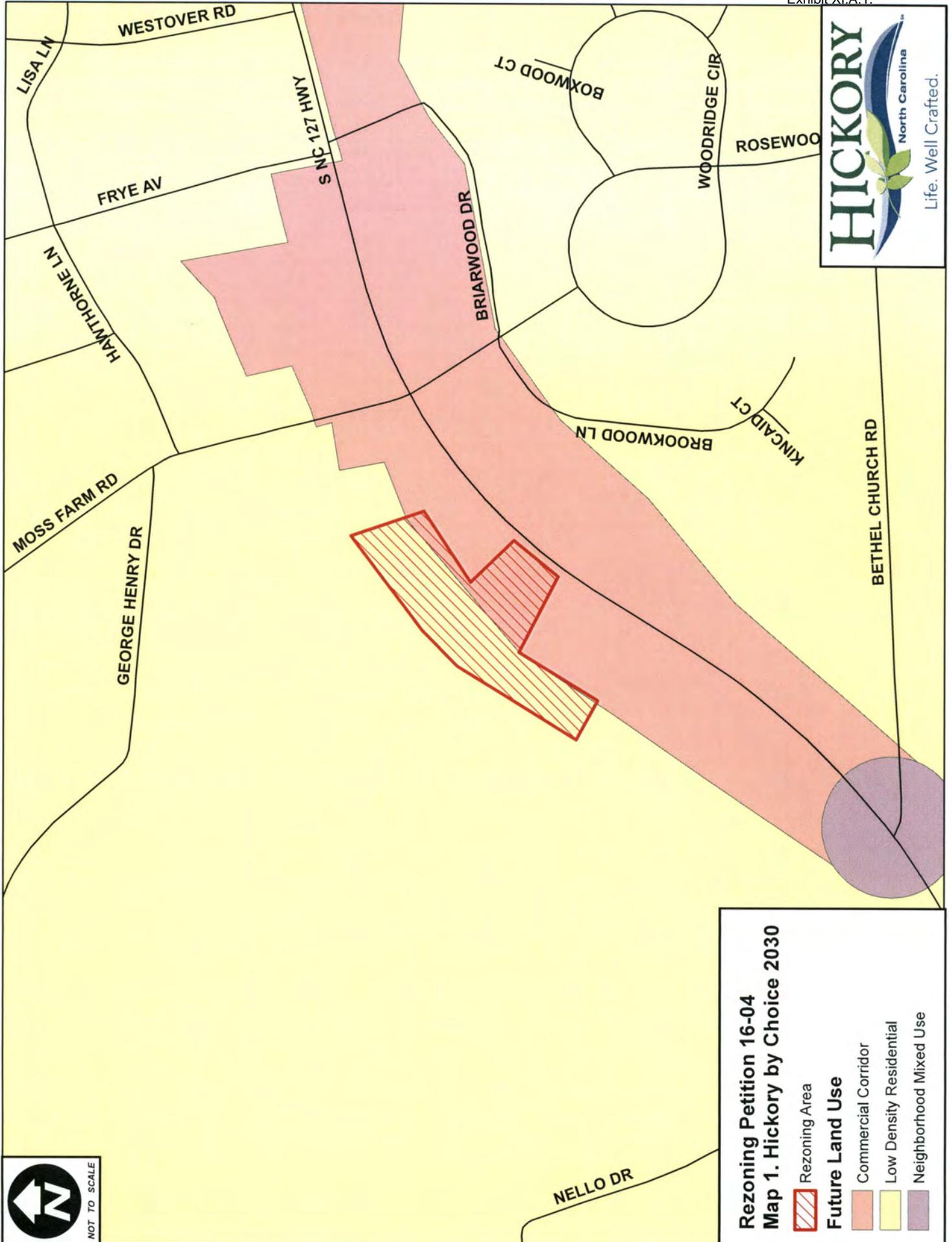
The properties in question are located within an area where the City's comprehensive plan, Hickory by Choice 2030, anticipated providing commercial corridor development. Any future (re)development that occurs of the subject properties as the result of the zoning map amendment, will be required to be adhere to regulations related to zoning, building and fire code, traffic, stormwater, etc.; which will work in conjunction with one another to ensure the health and safety of residents and visitors are properly protected.

RECOMMENDED ACTION:

The Hickory Regional Planning Commission conducted a public hearing on July 27, 2016 to consider the petition. During the public hearing the agent and one of the applicants spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (8-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition. Staff concurs with the Commission's findings and recommendations.

CITIZEN INPUT:

As of August 23, 2016, staff has received two phone calls regarding this rezoning petition. One asking if the commercial zoning would allow for mini-storage facilities, which the rezoning would allow by right. The other asking if a Walmart Neighborhood Market was attempting to build on the properties. Staff has not received any information regarding a new Walmart, although a shopping center is a permitted use.



Rezoning Petition 16-04
Map 1. Hickory by Choice 2030



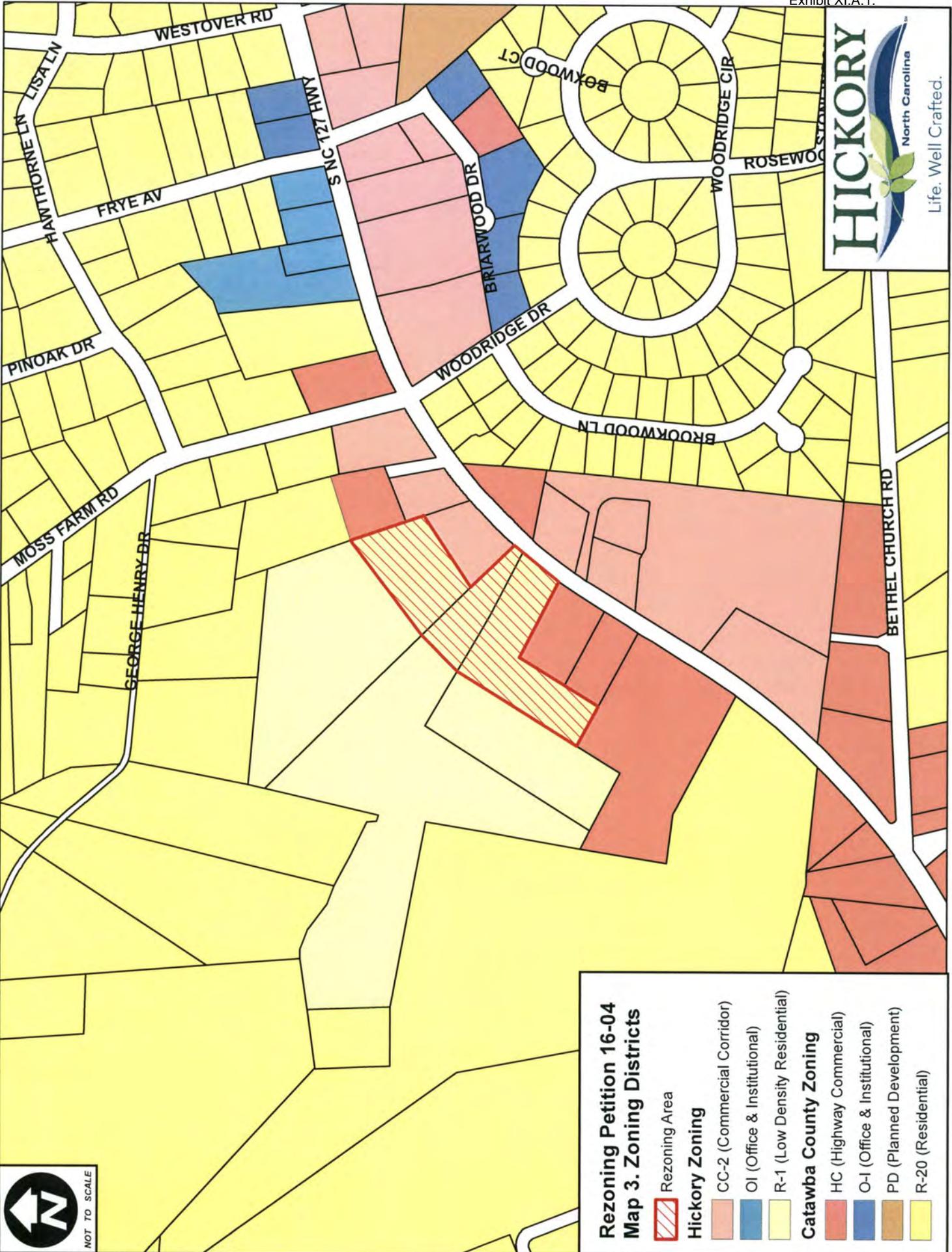
**Rezoning Petition 16-04
Map 2. Aerial**

 Rezoning Area



Rezoning Petition 16-04
Map 2A. Aerial

 Rezoning Area



**Rezoning Petition 16-04
Map 3. Zoning Districts**

-  Rezoning Area
- Hickory Zoning**
-  CC-2 (Commercial Corridor)
-  OI (Office & Institutional)
-  R-1 (Low Density Residential)
- Catawba County Zoning**
-  HC (Highway Commercial)
-  O-I (Office & Institutional)
-  PD (Planned Development)
-  R-20 (Residential)

ORDINANCE NO. _____**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.

ORDAINED by the City Council of Hickory, North Carolina, this, the ____ day of _____, 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 this 29th day of August, 2016.

Amrita M. Debra
Attorney for the City of Hickory



17

COUNCIL AGENDA MEMOS

Exhibit XI.A.2.

To: City Manager's Office

From: Planning & Development Services Department – Cal Overby, Principal Planner

Contact Person: Cal Overby, Principal Planner

Date: August 23, 2016

Re: Public Hearing for the Consideration of Rezoning Petition 16-05

REQUEST

Public hearing for the consideration of Rezoning Petition 16-05.

BACKGROUND

FJS & JC, LLC has petitioned for the rezoning of 1.014 acres (44,169.84 ft²), 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).

ANALYSIS

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. Please refer to the accompanying staff report for a more in-depth analysis of the petition.

The Hickory Regional Planning Commission conducted a public hearing on July 27, 2016 to consider the petition. During the public hearing the owner and a future tenant of the restaurant on the other portion of the property spoke in favor of the petition. Two residents raised concerns about the future restaurant, which is already permitted by right to re-open in accordance with C-2 zoning. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (8-0) to affirm the petition's inconsistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition.

RECOMMENDATION

Staff concurs with the recommendation of the Planning Commission, and recommends City Council approval of Rezoning Petition 16-05.

BUDGET ANALYSIS:

Budgetary Action

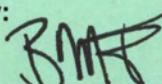
Is a Budget Amendment required?

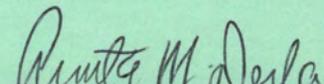
Yes

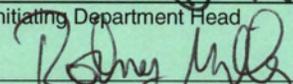
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LIST THE EXPENDITURE CODE:

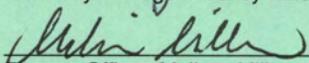
Reviewed by:

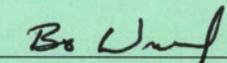
Brian Frazier 
Initiating Department Head
8/23/2016
Date

Aunity M. Dula 
Deputy City Attorney, A. Dula
8-25-16
Date

Rodney Miller 
Asst. City Manager Rodney Miller
8-24-16
Date

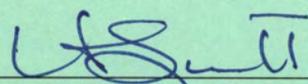
[Signature]
9-1-16
Date

Melissa Miller 
Finance Officer, Melissa Miller
8-24-16
Date

Bo Weichel 
Purchasing Manager, Bo Weichel
8-24-16
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

9/1/16
Date

REZONING ANALYSIS**PETITION:** Rezoning 16-05**APPLICANT:** Steve Smart**OWNER:** FJS & JG, LLC**PROPERTY LOCATION:** 5251 Hickory Blvd (US 321)**PIN:** 2793-39-9764 (Caldwell County)**WARD:** The property is currently located in Ward 5 (Councilman Zagaroli).**ACREAGE:** 1.014 acres (44,169.84 ft²). Note: The rezoning area is a portion of a larger 3.084 acre parcel, and if rezoned these areas will be subdivided from the larger tract to create two new parcels.**REQUESTED ACTION:** The applicant has submitted a petition requesting the subject property be rezoned from General Business (C-2) to Medium Density Residential – 2 (R-2). The proposed action constitutes what is commonly referred to as downzone, which means the requested zoning district is less intense than the current district.**BACKGROUND:** The property is currently zoned General Business (C-2), and vacant; however as noted above, the rezoning area is part of a larger tract that is occupied by a now vacant restaurant.

The owners of the property desire to rezoned the two areas shown on the attached maps to a residential zone, with the intent being an effort to obtain two (2) residential pier permits from Duke Energy.

DEVELOPMENT POTENTIAL: The current General Business (C-2) district is characterized by the City's Land Development Code as being a commercial district intended to provide a full range of retail and services businesses that serves both local and regional markets. The requested medium Density Residential – 2 (R-2) district is characterized as a district providing for the location of single-family residences on moderately sized parcels.

If the requested areas are rezoned and subdivided, as the owners desire the parcels could be developed for the sites of two (2) single-family dwellings.

REVIEW CRITERIA: In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan* and the stated Purpose and Intent of this Land Development Code **(Please refer to Map 1 for more detail);**

The general area is classified as General Business by the Hickory By Choice 2030 Comprehensive Plan. (Note: The Hickory By Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.)

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.

Section 1.7 of the Hickory Land Development Code contains its Stated Purpose and Intent. This section contains five (5) specific items which the Land Development Code is intended to uphold. These are as follows:

- Implement the Hickory by Choice 2030 Comprehensive Plan;

As outlined above, the subject properties are 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.

- Preserve and protect land, air, water and environmental resources and property values;

Any and all improvements that are to take place on the property will be required to follow all applicable development regulations.

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resource and governmental expenditures;

The subject property is located on Hickory Boulevard (US 321), which is a major regional transportation artery. Public infrastructure currently in place in the area is sufficient to handle the type of development possible on the subject property.

- Regulate the type and intensity of development; and

Any future development that takes place on the subject property will be regulated by current and future development standards duly adopted by the City of Hickory and the State of North Carolina.

- Ensure protection from fire, flood and other dangers.

Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and employees are properly protected as prescribed by law.

2. Existing land uses within the general vicinity of the subject property (**Please refer to Map 2 for more detail**):

North: *The properties to the north, and to the north across Hickory Boulevard (US 321) are currently either occupied by single family residences or are vacant.*

South: *The properties to the south are across Lake Hickory are currently vacant;*

East: *The properties to the east across Hickory Boulevard (US 321) are occupied by a marina and single-family residences; and*

West: The properties to the west are either occupied by single-family attached residences, or are vacant.

3. The zoning classification of property within the general vicinity of the subject property **(Please refer to Map 3 for more detail):**

North: The properties to the north and to the north across Hickory Boulevard (US 321) are zoned Medium Density Residential – 2 (R-2) by the City of Hickory and R-20 Residential by Caldwell County;

South: The properties to the south across Lake Hickory are zoned Industrial (IND);

East: The properties to the east across Hickory Boulevard (US 321) are zoned General Business (C-2) by the City of Hickory and R-20 Residential by Caldwell County; and

West: The properties to the west are zoned Medium Density Residential -2 (R-2) by the City of Hickory and R-20 Residential by Caldwell County.

4. The suitability of the subject property for the uses permitted under the existing and proposed zoning classification:

The subject property is currently zoned General Business (C-2), and as earlier noted is part of a larger commercially developed site. The request is to rezone the property to Medium Density Residential -2 (R-2). The areas in question, as currently zoned, could possibly be further expanded for commercial purposes. The requested residential zoning is similar to other properties in the vicinity, so its introduction would not be dissimilar to the general area.

5. The extent to which zoning will detrimentally affect properties within the general vicinity of the subject property:

The requested residential zoning district is actually much less intense than the current commercial zoning. The rezoning of the property to residential will have less of an impact than any potential future commercial expansion.

6. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire and police protection to fall below acceptable levels.

Adequate public infrastructure is available in sufficient quantities to serve future development on the subject property, with the exception of sanitary sewer which may need to be expanded if development beyond the residential piers is proposed. Any such expansions shall be the responsibility of the owners and their successors.

7. The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

The property in question is located within an area where the City's comprehensive plan, Hickory by Choice 2030, anticipated providing additional properties for development. Any future development that occurs of the subject property as the result of the zoning map amendment, will be required to adhere to regulations related to zoning, building and fire code, traffic, stormwater, etc.; which will work in conjunction with one another to ensure the health and safety of residents and visitors are properly protected.

RECOMMENDED ACTION:

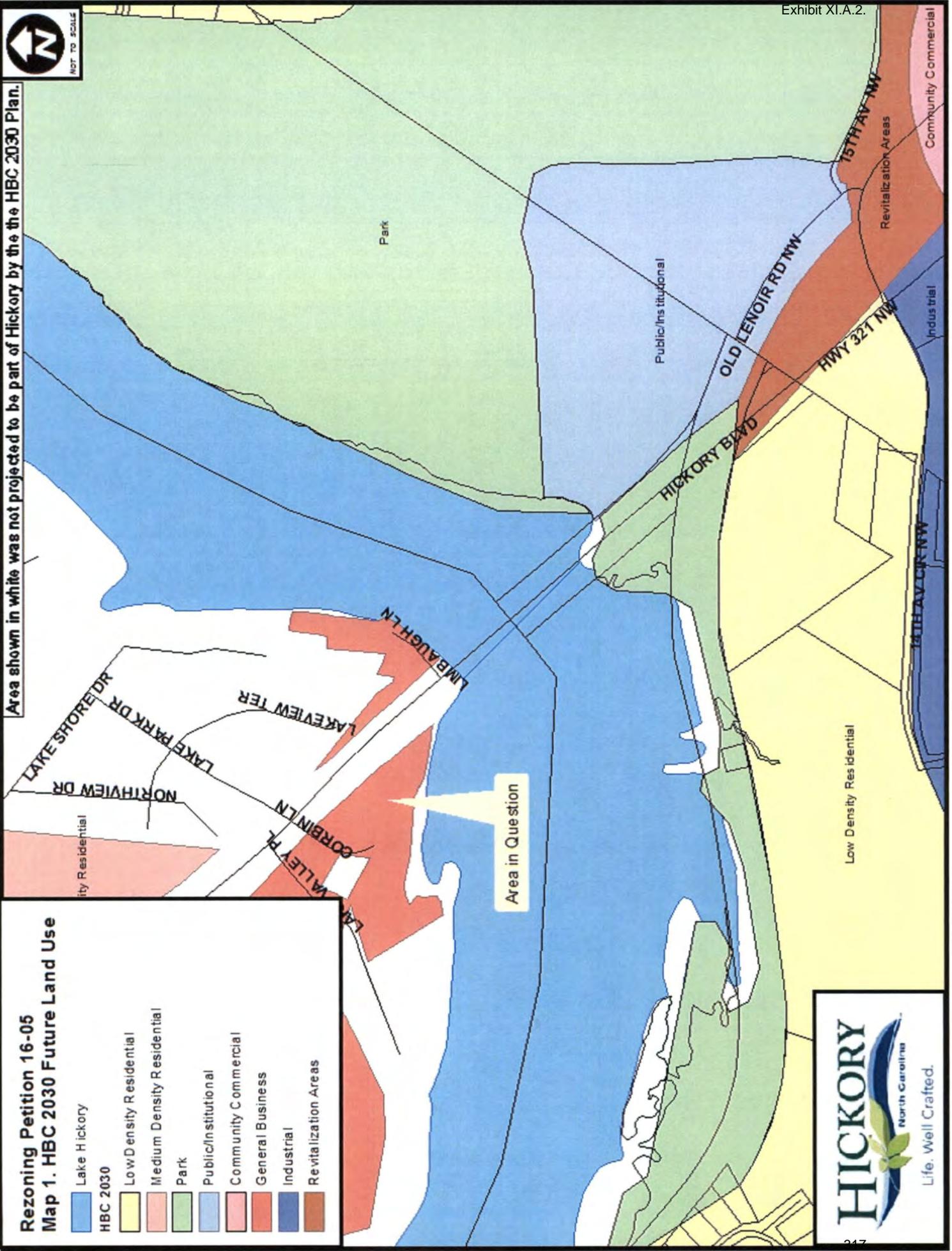
The Hickory Regional Planning Commission conducted a public hearing on July 27, 2016 to consider the petition. During the public hearing the owner and a future tenant of the restaurant on the other portion of the property spoke in favor of the petition. Two residents raised concerns about the future restaurant, which is already permitted by right to re-open in accordance with C-2 zoning. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (8-0) to affirm the petition's inconsistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition. Staff concurs with this recommendation.

CITIZEN INPUT:

Staff received one inquiry regarding the requested rezoning prior to the planning commission meeting.



Area shown in white was not projected to be part of Hickory by the the HBC 2030 Plan.



Rezoning Petition 16-05
Map 1. HBC 2030 Future Land Use

- Lake Hickory
- HBC 2030
- Low Density Residential
- Medium Density Residential
- Park
- Public/Institutional
- Community Commercial
- General Business
- Industrial
- Revitalization Areas

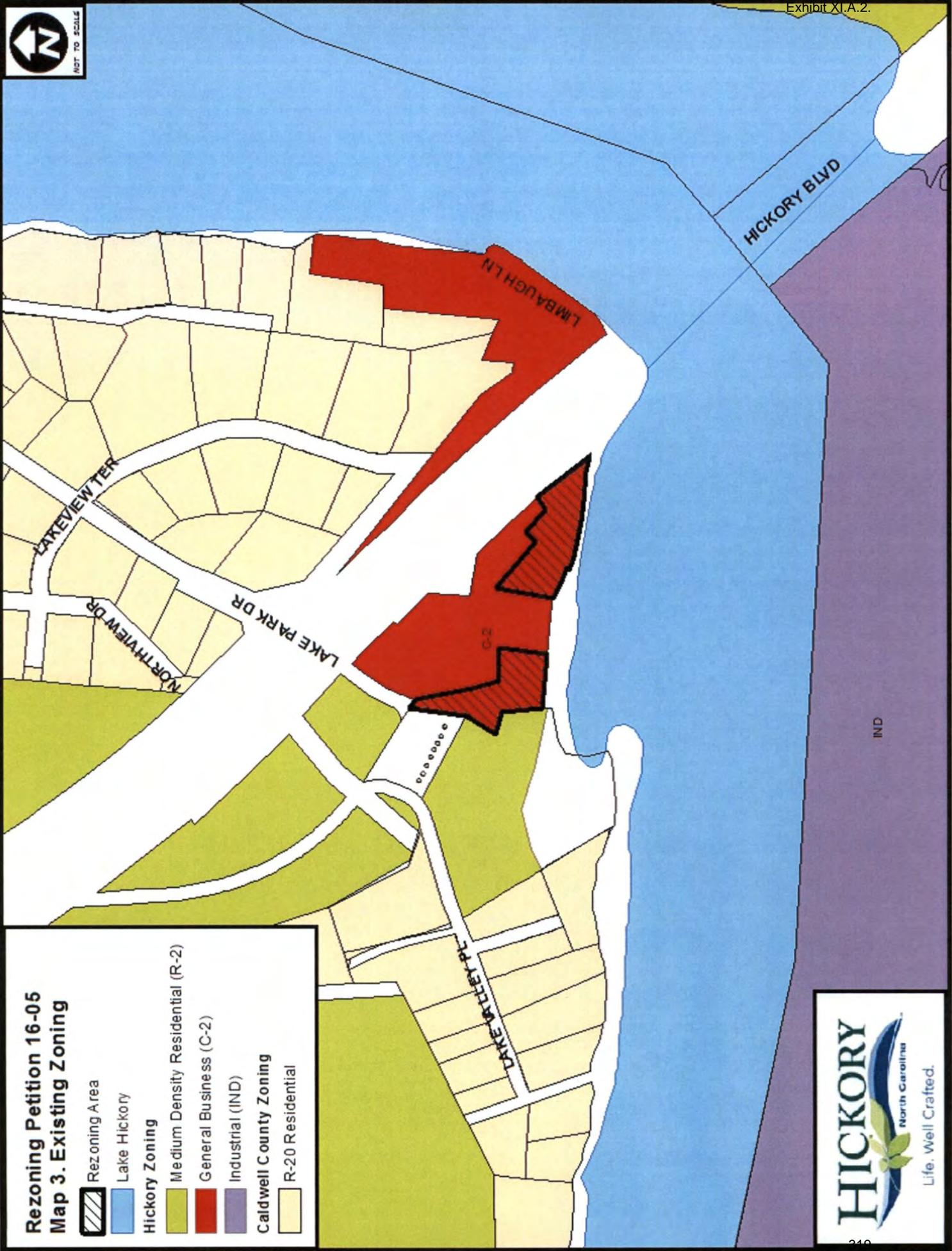




Rezoning Petition 16-05
Map 2. Surrounding Land Uses

 Rezoning Area





**Rezoning Petition 16-05
Map 3. Existing Zoning**

-  Rezoning Area
-  Lake Hickory
- Hickory Zoning**
-  Medium Density Residential (R-2)
-  General Business (C-2)
-  Industrial (IND)
- Caldwell County Zoning**
-  R-20 Residential





Life. Well Crafted.

HICKORY REGIONAL PLANNING COMMISSION ZONING MAP AMENDMENT CONSISTENCY STATEMENT

On July 27, 2016 the Hickory Regional Planning Commission conducted a Public Hearing for the purpose of considering Rezoning Petition 16-05. Upon consideration, the Hickory Regional Planning Commission found:

1. *The general area is located classified as General Business by the Hickory By Choice 2030 Comprehensive Plan;*

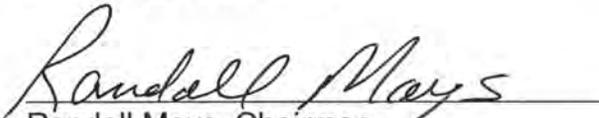
The Hickory by Choice 2030 plan does not specifically reference this particular portion of US 321, but the plan's future land use map identifies the area as being an area that could accommodate a variety of commercial and office uses. It should also be noted, the much of the area adjacent to the subject property in the jurisdictional area of Caldwell County, is zoned specifically for single- family residential uses.

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.

2. *Any and all improvements that are to take place on the property will be required to follow all applicable development regulations;*
3. *The subject property is located on Hickory Boulevard (US 321), which, which is home to a variety of residential and non-residential land uses. Public infrastructure currently in place in the area is sufficient to handle the type of development possible on the subject property.*
4. *Any future development that takes place on the subject property will be regulated by current and future development standards duly adopted by the City of Hickory and the State of North Carolina; and*
5. *Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to*

ensure surrounding residents, and employees are properly protect as prescribed by law.

The Hickory Regional Planning Commission has found Rezoning Petition 16-05 to be inconsistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan. However, Rezoning Petition 16-05 has been found to be reasonable, and does represent a downzoning of the property. Based upon these finding, the Hickory Regional Planning Commission recommends Hickory City Council approve of the petition. This recommendation was affirmed by a 8-0 vote of the Hickory Regional Planning Commission.


Randall Mays, Chairman

July 27-2014
Date

ORDINANCE NO. _____**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.

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

Attorney for the City of Hickory

