

A G E N D A

HICKORY CITY COUNCIL

December 19, 2023



6:00 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. For more information about the City of Hickory go to: www.hickorync.gov.

Hickory City Council
76 North Center Street

December 19, 2023
6:00 p.m.

- I. Call to Order
- II. Invocation by Reverend Amy Spivey, Senior Pastor St. Luke's United Methodist Church
- III. Pledge of Allegiance
- IV. Special Presentations
 - A. Recognition of Hickory High School Football Team's 3A State Championship and Recognition of Hickory High School Football Day. **(Exhibit IV.A.)**
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of December 5, 2023. **(Exhibit VI.A.)**
- VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.
 - A. Budget Revision Number 10. **(First Reading Vote: Unanimous)**
- VIII. Consent Agenda: All items below will be enacted by vote of City Council. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.
 - A. Approval of an Agreement for Professional Services with Gannett Fleming Consulting Engineers for Preliminary Engineering and Design Services related to the Sandy Ridge Road Roundabout in the Amount of \$684,043.28. **(Exhibit VIII.A.)**

Staff requests Council's approval of an Agreement for Professional Services with Gannett Fleming, Consulting Engineers for preliminary engineering and design services related to the Sandy Ridge Road roundabout – C-5196 in the amount of \$684,043.28. The City applied for and received Congestion Management and Air Quality (CMAQ) funding approval from the Greater Hickory MPO and North Carolina Department of Transportation (NCDOT) for intersection improvements on 16th Street NE (Sandy Ridge Road) at 21st Avenue NE and at 29th Avenue Drive NE. The City requested and received supplemental agreements from the Greater Hickory MPO for additional funding. The City is in position to begin the preliminary engineering and design of the proposed roundabout at the intersection of 21st Avenue NE and Sandy Ridge Road. The two-lane road from 21st Avenue NE toward 29th Avenue Drive NE will remain, but there will be approximately 2,500 feet of roadway construction on Sandy Ridge Road and 750 linear feet of roadway construction on 21st Avenue NE. Improvements to Sandy Ridge Road will include a bike lane and a

sidewalk on each side. Staff requests Council's approval of an Agreement for Professional Services with Gannett Fleming Consulting Engineers for preliminary engineering and design services related to the Sandy Ridge Road roundabout – C-5196 in the amount of \$684,043.28, contingent upon NCDOT concurrence.

- B. Accept and Enter Into the Minutes Certification of Votes from November 7, 2023, Election from the Catawba County Board of Elections. **(Exhibit VIII.B.)**

Ward 1	Tony Wood	959
	Write-In	30
Ward 2	Charlotte Williams	1,007
	Write-In	29
Ward 3	Daria Jackson	422
	Danny Seaver	679
	Write-In	9
Ward 4	Anthony J. Freeman	981
	Write-In	21

- C. Approval of a Cemetery Deed Transfer from Caryl Ann Canella, Trustee of the Joan Theresa Barnhill Revocable Trust dated May 10, 2021, to Caryl Ann Canella, married, located in Oakwood Cemetery Plot M, Lot No. 8, Section 56. (Prepared by Casey W. Pope, Esq., Patrick, Harper & Dixon L.L.P.) **(Exhibit VIII.C.)**

- D. Budget Revision Number 11. **(Exhibit VIII.D.)**

- To appropriate \$8,273 from an insurance claim reimbursement for a damaged Water & Sewer vehicle.*
- To appropriate \$6,075 in Bill McDonald Scholarship revenues for the Parks, Recreation, and Sports tourism programs.*
- To appropriate \$8,595 in sponsorship revenues for Parks, Recreation, and Sports Tourism programming costs.*
- To appropriate \$29,680 from an insurance claim reimbursement for a damaged Fire truck.*
- To appropriate \$23,902 from an insurance claim reimbursement for a damaged Fire truck.*
- To transfer \$684,044 of previously approved funds within the Sandy Ridge Intersection project for a Professional Services Agreement with Gannett Fleming, Consulting Engineers.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

- Consideration of the Voluntary Contiguous Annexation of .553 Acres Located at 920 30th Avenue Drive NW, PIN 3704-11-55-0162, Owned by Pride Design Construction, Inc. - Presentation by Planning Manager Cal Overby. **(Exhibit XI.A.1.)**

Consideration of the voluntary contiguous annexation of 0.553 acres property located at 920 30th Avenue Drive NW. This property is identified as PIN 3704-11-55-0162. The property is currently vacant and located within the City's Extra Territorial Jurisdiction (ETJ). The property is zoned R-2, which permits residential

development at 4 dwelling units per acre. Given its size, a property division could create two building lots; however, the owner intends to build a single home on the property. The property owner desires to connect the new home to city sewer service, which requires annexation. Surrounding properties are zoned R-2 Residential and occupied by single family homes or are vacant. The current tax value of the property is \$16,100. If annexed, the vacant property would generate \$73 in additional tax revenues. Upon analysis, staff has determined the petition meets the statutory requirements for voluntary contiguous annexation, and adequate public services are available. Staff finds the petition to be in conformity with applicable statutes and recommends approval of the petition.

The public hearing was advertised in a newspaper having general circulation in the Hickory area on December 9, 2023.

2. Consideration of Rezoning Petition 23-07 for Property Owned by Michael and Kem Pollard Located at 2239 Robinson Road and Three Additional Parcels – Presentation by Planning Manager Cal Overby. **(Exhibit XI.A.2.)**

Michael and Kem Edward Pollard, requests consideration of the rezoning of their property located at 2239 Robinson Road (including three additional parcels) from R-1 Residential to R-2 Residential. The property has been annexed, and during the process the owners requested the property be rezoned to R-2 Residential. The subject property is currently zoned R-1 Residential, and totals 62.873 acres in total size. The current R-1 district provides areas for the development of low-density residential development, which includes single-family and two-family development at a rate of 2 dwelling units per acre. The requested R-2 Residential provides areas for the development of low to medium density residential development, which includes primarily single-family development at a rate of 4 dwelling units per acre. The Hickory Regional Planning Commission conducted a public hearing on December 6, 2023 to consider the petition. Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

The public hearing was advertised in a newspaper having general circulation in the Hickory area on December 9, and December 16, 2023.

B. Departmental Reports

1. Appointments to Boards and Commissions

COMMUNITY APPEARANCE COMMISSION

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

Ward 1 (Wood Appoints)

VACANT

At-Large (Outside City but within HRP) (Council Appoints)

VACANT

COMMUNITY RELATIONS COUNCIL

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

Other Minority (Council Appoints)

VACANT

Other Minority (Council Appoints)

VACANT

Other Minority (Council Appoints)

VACANT

HICKORY REGIONAL PLANNING COMMISSION

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

Burke County Representative (Mayor Appoints with Recommendation from Burke County)

VACANT

Ward 5 (Zagaroli Appoints) (Wallace Johnson Resigned 12-7-2023) VACANT

Alderman Zagaroli to Nominate Robert Lelewski as Ward 5 Representative on the Hickory Regional Planning Commission.

HISTORIC PRESERVATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Historic Properties Owner (Council Appoints) VACANT

LIBRARY ADVISORY BOARD

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

PUBLIC ART COMMISSION

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

RECYCLING ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 6 (Patton Appoints) 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. Closed Session Per NC General Statutes 143-318.11(a)(1)(3) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

1. *Approval of Closed Session Minutes of October 17, 2023 - NCGS §143-318.11(a)(1)*
2. *Discussion of Potential Litigation - NCGS §143-318.11(a)(3)*

XV. Adjournment

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

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

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



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

Office of the Mayor

PROCLAMATION
Honoring The Hickory High School Football Team
the 2023 North Carolina High School Athletic Association
3A Football State Champions
and Declaring December 19, 2023
Hickory High Red Tornado Football Day

WHEREAS, on December 8, 2023, the Hickory High Red Tornados defeated the Fayetteville 71st High Falcons in Kenan Memorial Stadium in Chapel Hill by a score of 33 to 26 to win the NCHSAA 3A Football State Championship; and

WHEREAS, the Red Tornados, which had previously won only one Football State Championship in 1996, went undefeated with a perfect 16-0 record to win the school's second Football State Championship; and

WHEREAS, the Red Tornados were led by Head Coach Joe Glass who in just his third year in that position took over a program that was 0-7 in 2020 and built a program that has made a remarkable turnaround; and

WHEREAS, during their 2023 season, the Red Tornados had 7,208 yards of total offense, scored 94 touchdowns, outscored opponents 719 to 363, and defeated three previously undefeated and higher ranked teams in their last three games to claim the 2023 NCHSAA 3A Football State Championship; and

WHEREAS, the 2023 Hickory High Football Team is a great source of pride for the players, coaches, administrators, students, fans, family, alumni, and for the community as a whole.

NOW, THEREFORE, BE IT RESOLVED I, Hank Guess, Mayor of the City of Hickory, on behalf of Hickory City Council, do hereby honor this historic accomplishment by the team and proudly acknowledge the outstanding character displayed by the student-athletes in winning the 2023 NCHSAA 3A Football State Championship, and proclaim this 19th day December 2023 Hickory High Red Tornado Football Day.

Mayor Hank Guess

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, December 5, 2023, at 6:00 p.m., with the following members present:

Tony Wood Charlotte C. Williams Danny Seaver	Hank Guess Aldermen	Anthony Freeman David P. Zagaroli Jill Patton
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A quorum was present.

Also present were City Manager Warren Wood, Deputy City Manager Rodney Miller, Assistant City Manager Rick Beasley, Deputy City Attorney Arnita Dula, City Attorney Timothy Swanson, Deputy City Clerk Crystal B. Mundy and City Clerk Debbie D. Miller

- I. Mayor Guess called the meeting to order. All Council members were present.
- II. Invocation by Reverend Dr. Anthony Freeman, Clinton Tabernacle AME Zion Church
- III. Pledge of Allegiance
- IV. Oath of Office for Ward 1 Alderman Tony Wood, Ward 2 Alderwoman Charlotte Williams, Ward 3 Alderman Danny Seaver, and Ward 4 Alderman Anthony Freeman

Mayor Guess asked Alderman Tony Wood, Ward 1, to the podium.

Alderman Wood's wife, Lanie Wood held the Bible for the oath of office.

Mayor Guess administered the oath of office to Alderman Wood.

Mayor Guess asked Alderwoman Charlotte Williams, Ward 2, to the podium.

Alderwoman Williams' husband Michael Willis held the Bible for the oath of office.

Mayor Guess administered the oath of office to Alderwoman Williams.

Mayor Guess asked Alderman Danny Seaver, Ward 3, to the podium.

Alderman Seaver's wife, Elaine Seaver, and Malachi joined Alderman Seaver. Alderman Seaver's wife held the Bible for the oath of office.

Mayor Guess mentioned that Alderman Seaver was the longest current Council member serving. He administered the oath of office to Alderman Seaver.

Mayor Guess asked Alderman Anthony Freeman, Ward 4, to the podium.

Alderman Freeman's wife, Rhonda Denise Freeman held the Bible for the oath of office.

Mayor Guess administered the oath of office to Alderman Freeman.

- V. Election of Mayor Pro Tempore for Calendar Year 2024 Pursuant to NC General Statute §160A-70 and Section 2-54 of the Hickory City Code

Mayor Guess thanked Alderwoman Williams for serving as Mayor Pro Tempore for 2023. He commented she had done an excellent job and had been present when he could not attend. He greatly appreciated her service in that capacity.

Mayor Guess moved, seconded by Alderwoman Patton approval of Alderman Danny Seaver as Mayor Pro Tempore for 2024. The motion carried unanimously.

Alderman Seaver's wife, Elaine and Malachi joined him at the podium. Alderman Seaver's wife held the Bible for the oath of office as Mayor Pro Tempore.

Mayor Guess administered the oath of office to Mayor Pro Tempore Seaver.

- VI. Appointment of City Attorney for Calendar Year 2024 Pursuant to the Hickory City Code, Section 4.151 of the Charter

Mayor Guess moved, seconded by Alderwoman Patton approval of Attorney Timothy Swanson as City Attorney for 2024. The motion carried unanimously.

Mayor Guess administered the oath of office to City Attorney Timothy Swanson.

- VII. Special Presentations

- A. Business Well Crafted Awards – Presented by Business and Community Development Manager Dave Leonetti

Mayor Guess asked City Manager Warren Wood to introduce the special presentations.

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City Manager Warren Wood asked Business and Community Development Manager Dave Leonetti to the podium to present the Business Well Crafted Awards recommended by the Business Development Committee.

Business and Community Development Manager Dave Leonetti asked Doug Auer, the Vice Chair of the Business Development Committee to the podium. He mentioned that Mr. Auer, himself, and a number of members and partners on the committee would be helping with the presentation of the awards.

Vice Chair of the Business Development Committee Doug Auer mentioned the Business Development Committee was made up of seven members who supported business development and growth in the City of Hickory. In December of 2017, City Manager Warren Wood presented a new economic development strategic growth plan for Hickory and presented it to the City Council. The vision adopted as part of that plan was as follows: the City of Hickory's vision for economic vitality was to establish a diversified and sustainable economy through the growth of business opportunities, jobs, tax base and population, and to improve the quality of life for its citizens.

Business and Community Development Manager Dave Leonetti advised in support of this vision; the Business Development Committee set out to recognize businesses that support that same vision. On behalf of the committee, he thanked everyone who so proudly nominated well-crafted businesses from all over the City. He also thanked the businesses and entrepreneurs for their fantastic submissions of what makes them a well-crafted business. The Business Development Committee received some outstanding nominations. Unfortunately, they were not able to recognize and honor everyone. He encouraged all of those that submitted their responses, who were not chosen this year, to pursue nomination in the future and continue to honor their great work in the City of Hickory. The committee had chosen to recognize nine businesses and individuals for their commitment and support of the City's vision for economic development and these nine businesses were truly well crafted.

Ms. Jaycie Beam, CVCC Small Business Center, recognized the Business Well-Crafted Award in the youth category. Jose Saucedo was a young entrepreneur who established JS Auto Detailing LLC to offer high quality automotive detailing services in Hickory and surrounding areas. Despite early startup challenges, Jose remained dedicated and hard-working leveraging community resources for success. Through the support from the CVCC Small Business Center, Jose was accepted into the Everyday Entrepreneur Venture Fund Program. This initiative provided funding that propelled JS Auto Detailing into becoming a leading competitor within two years. By August of 2023, the business had doubled its revenue and increased profitability, a testament to its innovative and adaptable business model. JS Auto Detailing cultivated a robust presence on social media which had significantly contributed to the company's effective marketing strategy. In addition, Jose actively participated in business networking groups, including Business Networking International and the Chamber of Catawba County, demonstrating his commitment to expanding and strengthening his business connections. Given Jose's determination and unwavering commitment to the business he was honored as this year's recipient of the Business Well-Crafted Award in the youth category. The award was presented to Jose Saucedo and photos were taken.

Ms. Jaycie Beam presented the next award in the category of 10 or fewer employees. Master Tech Auto Mechanics specialized in servicing BMW, Mercedes, Porsche, and Mini Cooper vehicles, emphasizing excellence, experience, and integrity. Established in 2012, after a local dealership serving these brands closed, the company provides dealership quality services without the associated markup. Starting with two employees and \$90,000 in sales, Master Tech expanded to eight employees with annual sales reaching \$1 million. In addition to serving local car owners, Master Tech was dedicated to fostering the automotive technician industry through apprenticeship programs. The company collaborates with three local high schools for internship programs and actively participates in the NC Works NEXTGEN paid apprenticeship initiative, assisting over a dozen young adults. She presented the award to Master Tech Auto Mechanics, Christy and Todd Massagee accepted the award on its behalf. Photos were taken.

Vice Chair of the Business Development Committee Doug Auer also presented an award in the category of 10 or fewer employees to Wildskeins Yarn Company, established in 2007 by Camantha Corsi. Wildskeins was Hickory's leading yarn shop. As a female veteran owned business, Wildskeins catered to local and global fiber enthusiasts, contributing to the Hickory economy by promoting local shopping for creative fiber art needs. The shop fostered a welcoming environment for fiber artists and communicated with 700 plus subscribers through a weekly newsletter and social media. In June of 2022, Wildskeins received the City of Hickory's Microenterprise Grant, enabling the purchase of a Shopify point of sale system to enhance the customer sales and facilitating online sales of house dyed yarn. The system resulted in a 7% growth in the past year. Wildskeins actively engaged in community support programs including the Need A Hat Take A Hat initiative, donating more than 900 handmade hats in three years. The shop provided knitting

lessons, participated in local events, and donated yarn to schools, retirement centers, and charitable programs. He presented the award to Camantha Corsi. Photos were taken.

President/CEO of The Chamber of Catawba County Lindsay Keisler presented the award for the 11-50 employees' category. Hickory Mechanical was founded in 1985 by David Moore, a third-generation mechanical contractor. Hickory Mechanical Incorporated offered piping, plumbing, and HVAC services to industrial and institutional clients in Hickory. Specializing in full-service solutions, the company had grown substantially in the past few years, expanding from 15 to 36 employees, and purchasing and upgrading a building along the Hickory Trail. With numerous certified mechanical gas technicians, the company completed significant projects in medical facilities and played a key role in building renovations for new companies entering the area. Hickory Mechanical values repeat business, emphasizing customers over jobs, and expects its revenue to nearly triple the average of the previous five years. The company diversified into recession resistant industries and was actively investing in Hickory's economic growth. Committed to community engagement Hickory Mechanical was a gold investor in the Chamber of Catawba County, a sustaining member of the Catawba County's Economic Development Corporation's Committee of 100 and participated in various organizations and nonprofits. It was her honor to present the award to the founder himself and President of Hickory Mechanical, Mr. David Moore. Photos were taken.

Vice Chair of the Business Development Committee Doug Auer presented the 51 or more employees' award. Alex Lee was founded in 1931 and based in Hickory. Alex Lee was a family-owned company employing around 15,000 people. Serving as the parent company for various entities including Merchants Distributors, Souto Foods, Import Mex, Lowes Foods, and W. Lee Flowers & Company. Alex Lee was a major player in the grocery distribution sector. The company was expanding its Hickory distribution center, adding 200,000 square feet of automated ambient warehouse space, and converting more space to perishable warehouse facilities. In 2023, Alex Lee acquired Import Mex in Florida, broadening its distribution reach and product variety. Actively engaged in the Hickory community, Alex Lee and its subsidiaries supported numerous local nonprofits including the SALT Block Foundation, United Arts Council, Catawba Science Center, and more. Lowes Foods, a subsidiary, sponsored the City of Hickory's annual Christmas parade; a great success this year. The company was dedicated to education, contributing to initiatives like the K-64 program and supporting local educational institutions such as Catawba Valley Community College, Lenoir-Rhyne University, and Appalachian State University in Hickory. He presented the award to John Orgain who was representing the company. Photos were taken.

Ms. Bianca Carter with Corporate Management Services presented the 51 or more employees' category to Home Instead. John and Joan Coffey owned two Home Instead franchises in North Carolina, headquartered in Hickory, providing home care services to older adults, allowing them to age safely at home. After purchasing the Hickory franchise in 2019, with 38 employees, the Coffeys had organically grown the team by 268% with a 65 to 85% increase in wages. Acquiring the Asheville franchise further expanded the company which now employs 196 individuals, with 103 based in the Hickory Metro area. Home Instead was situated in downtown Hickory's Fidelity Professional Building, invested in community development by modernizing office spaces, contributing to the area's revitalization. Actively involved in charitable programs, volunteering, and workforce development, the company initiated the Be a Santa to a Senior Program, delivering gifts to 150 to 250 older adults in retirement or nursing homes during the holiday season. Present to accept the award was John and Joan Coffey. Photos were taken.

Ms. Bianca Carter presented another award in the 51 or more employees' category. Martin Starnes and Associates was established in 1987. Martin Starnes and Associates was a renowned accounting and consulting firm known for its excellence in tax auditing and consulting services. The company prioritized building lasting client relationships, serving as trusted advisors in financial decision making with a commitment to integrity and professionalism. Playing a vital role in economic development Martin Starnes and Associates offered financial management and business consulting to local clients, empowering them to thrive, create jobs, and contribute to the City's tax base. With 25% growth over the past two years and plans for 10% growth in 2023, the company had expanded its workforce, bringing high paying professional jobs to the area. Martin Starnes and Associates actively gave back through Chamber membership, local board participation, volunteering, and supporting various initiatives. The company was a founding sponsor and strong supporter of the Hickory Young Professionals Association. The firm's commitment to community assistance and engagement. Victoria Martin was present to accept the award. Photos were taken.

Business and Community Development Manager Dave Leonetti presented the nonprofit category award to Exodus Homes and Exodus Works. Exodus Homes provided 73 faith-based supportive housing beds, aiding individuals returning from treatment centers and prisons in community reintegration. With an average of 160 people served annually, the organization operated Exodus Works, a vocational program generating revenue through

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volunteer work in diverse sectors. This initiative aimed to financially support Exodus Homes and facilitate residents' full-time employment with a living wage. Exodus Works' net profit was the main funding source for Exodus Homes, contributing to reduced recidivism, lower crime rates, and improved community stability. Recent growth in sales and net profit along with foundation support, allowed for equipment acquisition, expanding job opportunities. The organization planned to increase bed capacity, addressing the pressing need for supportive housing in the community. To accept the award was Reverend Reggie Longcrier and Susan Smith. Others were in attendance as well.

Ms. Susan Smith, on behalf of the board members and staff, was honored to receive this award and thanked them for their support. They appreciated the award. She asked the Exodus Works staff to stand. She recognized Mr. George Reep, the face of Exodus Works in the community, Mr. George. While they received the award for the nonprofit Small Business of the Year, they wanted to give Mr. George Most Valuable Player of Exodus Homes. She advised the people at the podium were the people that give their lives for the ministry and board members. She recognized Wes Christopher, and Mary Lawford. Photos were taken.

Mayor Guess paused the meeting to allow time for those in attendance to exit the meeting.

Business and Community Development Manager Dave Leonetti presented the final award, the Individual Entrepreneur of the Year award. Leroy Kennedy established Thistle Dew Nicely Florals and Gifts in November of 2015; he experienced initial slow growth but had thrived the last two years. The business now has four employees and has benefited greatly from downtown improvements and increased local establishments. Thistle Dew Nicely offered diverse gifts and was renowned for personalized floral arrangements for various occasions. Kennedy, the owner, and designer, infuses his passion for flowers and family history in the floral business into his work. The shop prioritized customer satisfaction and strived for a welcome atmosphere for all visitors including adults, kids, and especially dogs. Kennedy actively supported downtown development, a member of the Downtown Development Association and participated in various events. Thistle Dew Nicely also won the downtown Christmas storefront decoration competition for the past two years, and if you have seen his storefront this year, it may be a threepeat. He presented the award for Individual Entrepreneur of the Year to Mr. Leroy Kennedy. Photos were taken.

Business and Community Development Manager Dave Leonetti concluded the presentation. He thanked City Council members and for bearing with them. He hoped to celebrate these businesses at a networking event. He mentioned they created videos that they would share on their social media channels honoring these businesses and how they contributed to the City's vision and for economic vitality. Stay tuned on some future events later next year.

Mayor Guess thanked Dave Leonetti, Doug Auer, and the entire team. He knew it was not an easy process when they had to eliminate folks, and folks that were deserving, but there were only so many awards that could be given out. That was not an easy task. He thanked all those individuals that had a part in this process and those folks that won, who were awarded. The goals here at Council, and at the City of Hickory, has always been to grow jobs, grow their population, and to grow their tax base. It was all related to economic development. And of course, these businesses that were recognized here tonight, and many others throughout the community, contributed greatly to that success that they had been able to see over the past few years.

Mayor Guess mentioned something about Leroy Kennedy, because recently, the communications staff did a little video to promote Christmas and their Christmas parade. They were downtown for this filming and needed a wreath. They did not have the wreath that they needed. The Mayor said, wait a minute, that won't be a problem, I don't think; I'll be right back. It was very early in the morning, around eight o'clock. He went over to Leroy's door and knocked on the door and sure enough, he was in there, but the door was locked. Mr. Kennedy immediately opened his door and Mayor Guess told him he needed a wreath. Mr. Kennedy said sir, that's no problem, give me 10 minutes. Seriously, within 10 minutes, Mr. Kennedy had the nicest looking wreath you could ever ask for. They used that in the video, and he just wanted to thank Mr. Kennedy. That was just the kind of man that he is. That was the kind of business owner he was, he certainly did not hesitate to help them out at their time of need. He knew he did not just do that for the City, that he does that for many folks. He thanked Mr. Kennedy. They appreciated that.

Mayor Guess allowed another small window of opportunity for anyone in attendance who wanted to exit the meeting to do so.

VIII. Persons Requesting to Be Heard

- A. Ms. Keshia Collins, 925 8th Street NE, Hickory addressed Council regarding her son who was shot here in the City of Hickory last Thursday. She wanted them to make it where when the police do all they can do to make arrests, then it should be up to the City to do

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their part to hold everybody accountable that was a part. Part of her concern was these houses and these dwellings that these activities are held at, the people are never evicted, they were never held accountable. When the police made an arrest, they were just keeping the dwelling open for more illegal activity to continue, She held her child responsible. She held him accountable. But at the same time, other people need to be held accountable and all people that were involved when they maintain a dwelling. It was even more frustrating for her because she was a single parent of six kids. She had four minors. The more she tries to better herself and her kids, she gets knocked down. The more that those who are not trying to help themselves, they have an open door of opportunity for illegal activity and things like that. She has a son who is on probation, he could not live at her residence because she has firearms. She has to protect her kids. She had to protect her home due to the things that was going on in the City of Hickory. It keeps them in violence. It was just like a ripple effect. She was present for help, for somebody to step up and do something. She continuously calls the Hickory Police Department, she gets that, but they cannot do but so much. Somebody in the City had to step up and hold the tenant accountable and the head of households who continuously keep these dwellings open, open doors 24/7. That was all she was here for tonight. It was frustrating.

Mayor Guess asked if anyone else wished to address the Council. No one else appeared.

IX. Approval of Minutes

A. Regular Meeting of November 21, 2023

Alderwoman Patton moved, seconded by Alderman Zagaroli that the Minutes of November 21, 2023 be approved. The motion carried unanimously.

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

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

A. Budget Revision Number 9. (First Reading Vote: Unanimous)

XI. Consent Agenda: All items below will be enacted by vote of City Council. 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 XII.

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

A. Called for a Public Hearing to Consider the Voluntary Contiguous Annexation of .553 Acres Located at 920 30th Avenue Drive NW, PIN 3704-11-55-0162. (Authorized Public Hearing for December 19, 2023, at 6:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

RESOLUTION NO. 23-71
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 Pride Design Construction, Inc. requesting annexation of an area described in a petition was received on November 20, 2023, 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 Pride Design Construction, Inc., containing .553-acres more or less, located at 920 30th Avenue Drive NW, Hickory, and identified as PIN 3704-11-55-0162.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 20th day of November, 2023.

/s/ Debbie D. Miller, City Clerk

RESOLUTION 23-72
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 6:00 p.m. on December 19, 2023, 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 Pride Design Construction, Inc., containing .553-acres more or less, located at 920 30th Avenue Drive NW, Hickory, and identified as PIN 3704-11-55-0162.

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

RESOLUTION NO. 23-73
A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OWNED BY PRIDE DESIGN CONSTRUCTION, INC. AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, Pride Design Construction, Inc. is the owner of certain real property as described herein, which property is located at 920 30th Avenue Drive NW, Hickory, and identified as PIN 3704-11-55-0162, containing .553-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 5th day of December, 2023, 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 6:00 p.m. on December 19, 2023, in the Council Chambers 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 map entitled Pride Design Construction, Voluntary Contiguous Annexation Map 1 City Boundary,

December 5, 2023

subject property outlined in red; Pride Design Construction, Voluntary Contiguous Annexation Map 2, Zoning, subject property outlined in red; Pride Design Construction, Map 3, Voluntary Contiguous Annexation, Aerial Photography, subject property outlined in red.

Section 4: 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.

- B. Approved Applying for the 2024 Urgent Repair Program (URP24) through the North Carolina Housing Finance Agency (NCHFA).

Staff request approval to apply for the 2024 Urgent Repair Program (URP24) through the North Carolina Housing Finance Agency (NCHFA). The Urgent Repair Program provides funding in the form of a forgivable loan to low and extremely low-income homeowners with special needs at a maximum of \$12,000 per dwelling unit. The City has applied for these funds numerous times in recent years. During the 2022-2023 fiscal year eight (8) homeowners received home repairs through the program. Staff plans to apply for \$100,000 of funding through the program. This funding will assist at least 8 eligible homeowners with repairs. The City of Hickory will provide \$5,000 in matching funds. This is available from program income that was received through the former Rental Rehabilitation Program. The Urgent Repair Program funds will be used to supplement the City’s Community Development Block Grant Housing Rehabilitation Loan Program, which generally works on larger projects with families that have slightly higher income. Staff will prepare an application that incorporates program requirements, applicant eligibility standards, and program capabilities. Upon approval by City Council, the application will be submitted with the required \$75 application fee to the NCHFA. Staff recommends City Council authorize staff to apply for the 2024 Urgent Repair Program through the North Carolina Housing Finance Agency.

- C. Approved on First Reading Budget Revision Number 10.

**ORDINANCE NO. 23-35
BUDGET REVISION NUMBER 10**

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, 2024, and for the duration of the Project Ordinance noted herein.

SECTION 1. To amend the General Fund within the FY 2023-24 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	7,611	-
Culture & Recreation	5,375	-
Economic & Community Development	330	-
TOTAL	13,316	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	7,941	-
Sales and Services	5,375	-
TOTAL	13,316	-

SECTION 2. To amend the Insurance Fund within the FY 2023-24 Budget Ordinance the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Government	316	-
TOTAL	316	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	316	-
TOTAL	316	-

SECTION 3. To amend the Solid Waste Fund within the FY 2023-24 Budget Ordinance the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	144,610	-
TOTAL	144,610	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	144,610	-
TOTAL	144,610	-

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.

XII. Items Removed from Consent Agenda – None

XIII. Informational Item

XIV. New Business:

A. Public Hearings

1. Approved the Voluntary Non-Contiguous Annexation of 62.873-Acres Located at 2239 Robinson Road, PINs 3711-10-45-2075; 3711-14-34-4769, 3711-14-34-8055; 3711-14-44-2597 – Presented by Planning Director Brian Frazier.

Consideration of the voluntary non-contiguous annexation of 62.873 acres property located at 2239 Robinson Road. These properties are identified as PINs 371110452075, 371114344769, 371114348055, 371114442597. The majority of the properties are vacant, but one does contain a single-family residence. The properties are located within the City’s Extra Territorial Jurisdiction (ETJ), and is zoned R-1, which permits residential development at 2 dwelling units per acre. In addition to annexation, the owners have also requested the properties be rezoned to R-2 Residential. These actions are being requested in advance of a proposed 245 lot single-family residential subdivision. The subdivision is proposed to be constructed as a conservation subdivision with an overall density of 3.8 units per acre. Surrounding properties are zoned R-1 Residential and occupied by single family homes or are vacant. The current tax value of the properties is \$554,000, but agricultural tax deferment reduces the assessed value to \$417,700. As the properties are currently taxed, would generate \$1,900 in additional tax revenues. Upon analysis, staff has determined the petition meets the statutory requirements for voluntary non-contiguous annexation, and adequate public services are available. Staff finds the petition to be in conformity with applicable statutes and recommends approval of the petition.

The public hearing was advertised in a newspaper having general circulation in the Hickory area on November 25, 2023.

City Manager Warren Wood asked Planning Director Brian Frazier to the podium to present Council with the voluntary non-contiguous annexation of 62.873-acres located at 2239 Robinson Road.

Planning Director Brian Frazier gave a PowerPoint presentation. He discussed the voluntary contiguous annexation in Alderman Freeman’s ward 4. The current development was both residential and agricultural use. The future development was simply for a single-family development and annexation was being sought to gain access to public services, in this case, sanitary sewer. This was a rather large parcel on Robinson Road and there was definitely room for some growth there, it was just a matter of getting access to public utilities for this to come online. He referred to the PowerPoint presentation and displayed a map. He pointed out Robinson Road north to south, the Mosteller Estate apartment complex, and the properties in question under the name Pollard. He believed the property was under contract for a residential subdivision. He displayed another map and pointed out the subject property which was zoned R-1, he pointed out the R-2 and medium density residential areas and the planned development area over by Mosteller, hence north toward Highway 70, and the shopping centers. He displayed an aerial ortho and pointed out Robinson Road, noting the property was on the west side of the road. He discussed staff findings and recommendations. Staff believed that the voluntary annexation complied with all applicable statutes, that there were public services in sufficient quantities to serve the site. Should it be developed for residential use, the annexation of the property would not cause public services to fall below current acceptable levels. Based on these findings, staff respectfully recommended approval of this annexation this evening.

Mayor Guess asked for any questions. 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. Mayor Guess asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Guess closed the public hearing.

Alderwoman Patton moved, seconded by Alderman Zagaroli approval of the voluntary non-contiguous annexation of 62.873-acres, located at 2239 Robinson Road. The motion carried unanimously.

ANNEXATION ORDINANCE NO. 496
VOLUNTARY ANNEXATION ORDINANCE (NON-CONTIGUOUS)
Michael Pollard and wife, Kem Pollard

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

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

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

WHEREAS, the City Clerk has certified to the sufficiency of said request, and a public hearing on the question of this annexation was held in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina, at 6:00 p.m. on the 5th day of December 2023; and

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

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

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following-described non-contiguous territory is hereby annexed and made a part of the City of Hickory as of the 31st day of December 2023:

Satellite Annexation
by the City of Hickory
known as the Pollard Property

That certain parcel of tract of land lying and being about 3.28 miles south southeast of the center of the City of Hickory. Bounded on the east by the right-of-way of Robinson Rd., on the south by the lands of the following: Kelli L. Shride as described in Deed Book 3797 at Page 1132, Tina Marie Combs as described in Deed Book 3504 at Page 1521, Marsha Jo Ann Barrs as described in Deed Book 3360 at Page 150, Whitener Family Trust as described in Deed Book 3043 at Page 1134 and Deed Book 3043 at Page 1116, David Thomas Penland as described in Deed Book 3401 at Page 1259; on the west by the lands of Samuel Ross Penland

as described in Deed Book 3403 at Page 828; on the north by an unnamed 60' right-of-way as shown in Plat Book 81 at Page 131 and more particularly described as follows, to wit.

Beginning at a $\frac{3}{4}$ " pipe, the southwest corner of the lands of Kelli L. Shride as described in Deed Book 3797 at Page 1132 and in the north line of the lands of Tina Marie Combs as described in Deed Book 3504 at Page 1521, said pipe having N.C. grid coordinates (NAD 83/2011) of N 713,752.56, E 1,314,289.16 and being located North 23 degrees 01 minutes 26 seconds West 3376.21 feet from NCGS Monument "Hue", said monument having N.C. grid coordinates (NAD 83/2011) of N 710,645.23, E 1,315,609.46 and running thence, as new City of Hickory city limits lines and with the north line of Combs and the north line of Marsha Jo Ann Barrs as described in Deed Book 3360 at Page 150, North 86 degrees 00 minutes 21 seconds West 350.86 feet to an iron pipe in a driveway, the northeast corner of the Whitener Family Trust as described in Deed Book 3043 at Page 1134; thence, with north line of Whitener, North 85 degrees 49 minutes 46 seconds West 333.08 feet to a 1.25" angle iron, the northeast corner of David Thomas Penland as described in Deed Book 3401 at Page 1259; thence, with the north line of Penland, South 71 degrees 47 minutes 51 seconds West 506.58 feet to a $\frac{3}{4}$ " pinched pipe in the north line of Penland and a southeast corner of Samuel Ross Penland as described in Deed Book 3403 at Page 828; thence, with the eastern lines of Penland, the following calls: North 06 degrees 40 minutes 36 seconds East 263.36 feet to a $\frac{3}{4}$ " pinched pipe; thence North 59 degrees 12 minutes 35 seconds West 540.09 feet to a 1" pipe; thence North 81 degrees 45 minutes 34 seconds West 388.62 feet to a point in a pond; thence North 08 degrees 30 minutes 57 seconds West 723.77 feet to a 1" angle iron in the south right-of-way line of an unnamed 60' right-of-way as shown in Plat Book 81 at Page 131, said angle iron having N.C. grid coordinates (NAD 83/2011) of N 714,952.51, E 1, 312,200.59; thence, with the south right-of-way of the unnamed street, the following calls: North 77 degrees 42 minutes 21 seconds East 342.77 feet to a $\frac{1}{2}$ " pipe; thence North 76 degrees 36 minutes 23 seconds East 600.09 feet to a $\frac{3}{4}$ " pipe (pinched); thence North 89 degrees 36 minutes 09 seconds East 216.49 feet to a $\frac{1}{2}$ " pipe; thence North 86 degrees 31 minutes 08 seconds East 169.31 feet to a $\frac{1}{2}$ " pipe; thence North 86 degrees 33 minutes 07 seconds East 169.40 feet to a 1" pipe; thence South 82 degrees 03 minutes 09 seconds East 705.37 feet to a mag nail in a cut power pole; thence, the same bearing, a distance of 21.05 feet to a point in the center of Robinson Rd.; thence, with the center of Robinson Rd., the following calls: as a convex curve to the right, said curve having a radius of 4191.02', a delta of 4.64 degrees and a chord bearing and distance of South 15 degrees 22 minutes 03 seconds East 339.30 feet to a point; thence, as a convex curve to the right, said curve having a radius of 3327.74 feet, a delta of 3.65 degrees and a chord bearing and distance of South 11 degrees 34 minutes 13 seconds East 212.12 feet to a point; thence, as a convex curve to the right, said curve having a radius of 2511.71 feet, a delta of 2.59 degrees and a chord bearing and distance of South 08 degrees 30 minutes 32 seconds East 113.43 feet to a point; thence South 07 degrees 04 minutes 23 seconds East 100.00 feet to a point; thence South 06 degrees 37 minutes 18 seconds East 100.00 feet to a point; thence South 06 degrees 35 minutes 33 seconds East 100.00 feet to a point; thence South 06 degrees 45 minutes 45 seconds East 327.48 feet to a point; thence, leaving Robinson Rd., North 85 degrees 43 minutes 08 seconds West 19.20 feet to a #4 rebar; thence North 85 degrees 43 minutes 08 seconds West 10.71 feet to a $\frac{3}{4}$ " pipe, the northeast corner of the Shride lands; thence, with the north line of Shride and continuing the same bearing, a distance of 305.42 feet to a $\frac{3}{4}$ " pipe, the northwest corner of Shride; thence, with the west line of Shride, South 04 degrees 56 minutes 09 seconds East 88.60 feet to the point of beginning. Containing 62.873 acres more or less.

This description was drawn from a plat by Miles A. Wright PLS L-5256 entitled "Satellite Annexation by the City of Hickory known as the Pollard Property" dated October 12, 2023.

Section 2. Upon and after the 31st day of December 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hickory and shall be entitled to the same privileges and benefits as other parts of the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10, as amended.

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

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

Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

2. Approved Closing a Portion of 31st Street Place SE, Hickory, as Petitioned by Neill Properties, LLC – Presented by Public Works Director Steve Miller.

Staff requests Council's consideration of closing a portion of 31st Street Place SE, Hickory as petitioned by Neill Properties, LLC. The City Clerk received a petition from Neill Properties, LLC, owner of the property abutting 31st Street Place SE, Hickory. The petition requests the City to close a portion of 31st Street Place SE, Hickory, as per NCGS § 160A-299. This portion of 31st Street Place SE is bound by the tract owned by the Petitioner Neill Properties, LLC. The signature on the petition represents the owner of the property abutting this portion of the right-of-way. The petition fee of \$830 has been paid. A memo was sent to various departments for their input on the street closing. Closing the requested portion of 31st Street Place SE does not affect any of the City departments. Staff recommends Council conduct the public hearing to consider closing a portion of 31st Street Place SE, Hickory as petitioned by Neill Properties, LLC.

The public hearing was advertised in a newspaper having general circulation in the Hickory area on November 11, November 18, November 25, and December 2, 2023.

City Manager Warren Wood asked Public Works Director Steve Miller to the podium to present Council with a request to close a portion of 31st Street Place SE, Hickory, as petitioned by Neill Properties, LLC.

Public Works Director Steve Miller gave a PowerPoint presentation. He discussed a simple street closure. It was a single party petition with Neill Properties, LLC. The unused portion was bound by a track owned by Neill Properties, LLC. He was before Council for their consideration of a Resolution for closing this portion. He referred to the PowerPoint and displayed a map. He pointed out the area which was requested to be closed. He believed at one time the street ended there before the development happened. He pointed out 31st Street Place SE and probably a quarter of a mile was Tate Boulevard to give them a reference point. He displayed another picture of the property in question. He pointed out there used to be a cul-de-sac turn around there. As this property was developed over the years, the owner just wanted to clean up this portion here. Staff requested Council's approval of a Resolution and Order closing this unused portion of 31st Street Place SE. He asked for questions.

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

Alderwoman Patton moved, seconded by Alderwoman Williams approval to close a portion of 31st Street Place SE. The motion carried unanimously.

RESOLUTION NO. 23-74 RESOLUTION AND ORDER

WHEREAS, Neill Properties, LLC owns properties adjoining the following described area, in the City of Hickory, County of Catawba, which is further described as follows:

A Portion of 31st Street Place SE, Hickory

Lying and being situate in the City of Hickory, Hickory Township, Catawba County, North Carolina, and being more particularly described as follows:

Being located in Hickory Township, Catawba County, North Carolina and more particularly described as:

BEGINNING at a point, said beginning point being located North 37° 59' 35" East 5.42 feet from the southeastern corner of Lot 5 and being set in the edge of the right-of-way of 31st Street Place, SE as shown on the Plat recorded in Plat Book 67, Page 9, Catawba County Registry; running thence from said point of beginning with the western margin of 31st Street Place, SE North 37° 10' 25" East 117.07 feet to a point set in the western right-of-way margin of 31st Street Place, SE; running thence a new line, the following calls and distances: a curve to the right, a chord bearing South 74° 41' 32" West, a chord distance of 23.90 feet along the radius of 20 feet; beginning at a point a curve to the left, a chord bearing South 70° 54' 39"

West along the chord distance of 64.92 and a radius of 50 feet; continuing thence a curve to the left along the chord bearing South 10° 34' 42" East, a chord distance of 65.61 along the radius of 50 feet to the point and place of Beginning and being all that entire portion designated as "Right-of-Way to be Closed" as was identified and more particularly described on the Plat recorded in Plat Book 67, Page 9, Catawba County Registry to which reference is hereby made for greater certainty in description.

WHEREAS, following the filing of said petition with the City Council, a notice of public hearing upon the question of closing and abandoning said area for public roadway purposes was advertised in *The Hickory Daily Record* in the issues of November 11, November 18, November 25, and December 2, 2023.

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

THAT, the above-described area be and the same is hereby ordered to be closed and abandoned for roadway or street purposes, in accordance with the provisions of Chapter 160A, Section 299, of the General Statutes of North Carolina, and the Charter of the City of Hickory;

BE IT FURTHER RESOLVED, that the City of Hickory reserves the right, title and interest in any utility improvement or easement within the above-described street or roadway to be closed, pursuant to the provisions of 160A, Section 299, of the General Statutes of North Carolina; and

RESOLVED, FURTHER, that all rights, title, and interest of the City of Hickory in and to the area covered by said street shall vest in the respective owners of the land adjoining said area, all in accordance with the provision of the abovementioned section of the General Statutes of North Carolina.

B. Departmental Reports:

1. Appointments to Boards and Commissions

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

Alderman Wood nominated Jeff Gniadek as an At-Large Representative on the Business Development Committee.

COMMUNITY APPEARANCE COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 1 (Wood Appoints) VACANT
At-Large (Outside City but within HRP) (Council Appoints) VACANT

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

HICKORY REGIONAL PLANNING COMMISSION
(Term Expiring 6-30; 3-Year Terms With Unlimited Appointments) (Appointed by City Council)
Burke County Representative (Mayor Appoints with Recommendation from Burke County) VACANT

HISTORIC PRESERVATION COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Historic Properties Owner (Council Appoints) VACANT
At-Large (2) (Council Appoints) William Gardner Jr. Resigned 10-23-23 VACANT

Alderman Zagaroli nominated Adam Oakley as an At-Large Representative on the Historic Preservation Commission.

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

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

RECYCLING ADVISORY BOARD

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

Ward 6 (Patton Appoints)

At-Large (Council Appoints) (Joseph Straley Resigned)

VACANT

VACANT

Alderman Patton nominated Andrew Moose as an At-Large Representative on the Recycling Advisory Board.

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

Mayor Guess reminded those in the audience that may be interested in serving on a board or commission, that they could certainly contact any Council member at any time, and they would be glad to help them navigate through that process and help them to understand what each board and commission represents, when they meet, and different things like that. They appreciated those who volunteered and served on their boards or commissions and helped them to make decisions on behalf of the City of Hickory.

C. Presentation of Petitions and Requests

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

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

Alderman Zagaroli commented go Hickory High.

Council members echoed "go Hickory High".

Alderman Zagaroli commented that was going to be fabulous.

City Manager Warren Wood mentioned they were a great group of kids. They were like brothers to one another. They had been playing together for a long time. It was going to be exciting. He mentioned he had them over to his house every Wednesday night before a game for the last three years. This would be the last one of those tomorrow night. He mentioned that Reverend Longcrier's grandson played on that team. His grandson was about 6'3" and 285 pounds. He did not know what happened. There was a lot of Hickory folk connection with the kids on that team and they were really a tight knit bunch of kids that come from all kinds of different backgrounds and walks of life.

Alderman Zagaroli commented go tornadoes.

Mayor Guess could not imagine that there was anyone in the audience that did not know, but they were 15 and 0. And they were advancing to the 3A High School State Championship in Chapel Hill. There will be a public send-off at nine o'clock on Friday morning at Hickory High School.

City Manager Warren Wood advised in the gymnasium at Hickory High, send off at nine o'clock for the team. They were going straight from there to Chapel Hill.

Mayor Guess commented that they were going to bring back the State Championship and when they do that, they would certainly invite that team and all of their coaches. This room would not be able to hold everybody, he would not imagine. They were looking forward to being able to do that. He mentioned Lenoir-Rhyne were 12 and 1, and they were advancing to the NCAA Division II, qualifying finals in Arkansas. They will be traveling this weekend to Arkansas. They had two, their High School football team and of course, Lenor-Rhyne, two great football teams, two great staff and they hoped that both of them would come back with the title. He congratulated the re-elected and newly elected officials on their four-year terms. They appreciated everyone's service on their Council. He mentioned to Daria Jackson, and others who had shown an interest in their community and who had participated also in the election process and done it very professionally and represented in the City very well, thank you as well, they appreciated them also.

Alderman Williams thanked the City staff and for those of came out for the reception, it was very nice, and she looks forward to the next four years of service.

Alderman Freeman commented ditto.

XVII. There being no further business, the meeting adjourned at 6:54 p.m.

Mayor

City Clerk

COUNCIL AGENDA MEMOS**To: City Manager's Office****From: John Marshall, Transportation Planning Manager****Contact Person: John Marshall, Transportation Planning Manager****Date: December 19, 2023****Re: C-5196 – 16th Street NE (Sandy Ridge Road) at 21st Avenue NE - Construct Roundabout****REQUEST**

Staff requests Council approval and acceptance of an Agreement for Professional Services with Gannett Fleming, Consulting Engineers (GF) for Preliminary Engineering and Design Services related to the Sandy Ridge Road Roundabout – C-5196 in the amount of \$684,043.28.

BACKGROUND

The City applied for and received Congestion Management and Air Quality (CMAQ) funding approval from the Greater Hickory MPO and North Carolina Department of Transportation (NCDOT) for intersection improvements on 16th St. NE (Sandy Ridge Road) at 21st Ave. NE and at 29th Ave. Dr. NE. The City requested and received supplemental agreements from the Greater Hickory MPO for additional funding.

Originally there were two roundabouts proposed - one at 16th St. NE (Sandy Ridge Road) at 21st Ave and at 16th St. NE and 29th Ave. NE. NCDOT determined that a roundabout at the intersection of 29th Ave Dr NE and 16th St NE would not satisfy future design demands with the future widening of 29th Ave Dr NE. Therefore, they eliminated the roundabout addition at this intersection from consideration in the City of Hickory project.

ANALYSIS

The City is in position to begin the Preliminary Engineering and Design of the proposed roundabout at the intersection of 21st Ave. NE and Sandy Ridge Road. The two-lane road from 21st Ave. NE toward 29th Ave. Dr. NE will remain, but there will be approximately 2,500 feet of roadway construction on Sandy Ridge Road and 750 linear feet of roadway construction on 21st Ave. NE. Improvements to Sandy Ridge Road will include a bike lane and a sidewalk on each side.

RECOMMENDATION

Staff requests Council approval and acceptance of an Agreement for Professional Services with Gannett Fleming Consulting Engineers (GF) for Preliminary Engineering and Design Services related to the Sandy Ridge Road Roundabout – C-5196 in the amount of \$684,043.28, contingent upon NCDOT concurrence.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

~~Yes~~ No

* Not needed - already appropriated

LIST THE EXPENDITURE CODE:

546015
061-5460-577.78.01

Reviewed by:

John Marshall 12/7/2023
Initiating Department Head Date

[Signature] 12/12/23
Asst. City Manager Rodney Miller Date

[Signature] 12/12/23
Finance Officer, Melissa Miller Date

[Signature] 12/13/23
Exec Asst City Manager Yaidee Fox Date

[Signature] 12-12-23
Deputy City Attorney, A. Dula Date

[Signature] 12/12/23
Asst. City Manager, R. Beasley Date

[Signature] 12-13-23
Deputy Finance Officer,
Cameron McHargue Date

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

W. Wood
City Manager, W. Wood
12.13.23
Date



City of Hickory
Contract Number: _____
Project Name: _____

**CONTRACT BETWEEN CITY OF HICKORY AND
Gannett Fleming, Inc. (CONSULTANT)
FOR PROFESSIONAL SERVICES**

City of Hickory
Mailing Address:

PO Box 398
Phone Number: 828-323-7412

Contact: Mrs. Yaidee C. Fox
City: _____ State: _____ Zip: _____
Hickory NC 28603
Email: yfox@hickorync.gov

CONSULTANT: Gannett Fleming, Inc.
Mailing Address:
22 S. Pack Square – The Jackson Building, Suite 800
Phone Number: 828-776-2791

Contact: Ricky A. Tipton, PE, PLS
City: _____ State: _____ Zip: _____
Asheville NC 28801
Email: RTipton@gfnet.com

The Contract is made and entered into on the last date executed below, by and between the City of Hickory and Gannett Fleming, Inc., hereinafter referred to as "CONSULTANT".

Contract amount for PE & Design Services \$684,043.28

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City of Hickory
Contract Number: _____
Project Name: _____

IMPORTANT INFORMATION AND INSTRUCTIONS

SECTIONS WITHIN THIS AGREEMENT:

- [Contact Information](#)
- [Important Information and Instructions](#)
- [Professional Services Contract Provisions](#)
- [Special Conditions](#)
- [General Contract Provisions Under Federal Awards](#)
- [Professional Services Contract Provisions Under Federal Awards](#)
- [General Contract](#)
- [Exhibit A](#)
- [Exhibit B](#)

1. **SUBMIT ALL PAGES:** All pages and exhibits of this document will be used as the Contract. CONSULTANT shall submit **all** pages of this document with completed information.
2. **GENERAL CONTRACT:** AUTHORIZED AGENT of CONSULTANT must sign before proposal is submitted to the City of Hickory. Upon acceptance of the proposal, the City of Hickory will sign the page following EXHIBIT A and the Contract shall be fully executed.
3. **EXHIBIT A:** Insert the proposed scope and associated costs for services behind this page.
4. **CONTRACT TIME:** 18 months from NTP
5. **EXHIBIT B:** Insert completed E-verify form and all required certificates of insurance behind this page.

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City of Hickory



Contract Number: _____

Project Name: _____

PROFESSIONAL SERVICES CONTRACT PROVISIONS

1. **ACCEPTANCE OF CONTRACT:** This document constitutes only the CONSULTANT's offer until it is accepted on behalf of the City of Hickory and is fully executed by both parties.
2. **EXECUTION OF CONTRACT:** Contract documents must contain the original signature(s) of the authorized representative(s) in the space(s) provided. Contract must be typed or printed in ink. Use of erasable ink is not permitted. The Contract, including the exhibits made part hereof, constitute the entire Contract between CONSULTANT and the City of Hickory, supersedes and controls over all prior written or oral understandings. The Contract may be amended, supplemented or modified only by a written instrument duly executed by the Parties in the same manner as the Contract.
3. **CONTROLLING AGREEMENT:** The Contract shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document.
4. **CONTROLLING LAW AND VENUE:** The Contract is to be governed by the state of North Carolina. Jurisdiction and Venue shall lie with the courts of Catawba County, NC.
5. **COMPLIANCE WITH LAWS:** CONSULTANT, at his own expense, shall obtain and maintain all licenses, permits, liability insurance and worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between CONSULTANT and the City of Hickory. Any such requirement specifically set forth in any contract document between CONSULTANT and the City of Hickory shall be supplementary to this section and not in substitution thereof.
6. **DISTRIBUTION OF CONTRACT:** One (1) copy of the Contract shall be furnished to CONSULTANT. It shall be CONSULTANT's responsibility to reproduce and distribute copies of the Contract as needed to employees/subcontractors of CONSULTANT. No additions, deletions or changes of any kind shall be made to the Contract by CONSULTANT.
7. **DELIVERY OF NOTICES:** Any notices required or permitted by the Contract will be considered sufficient if hand delivered, emailed with read receipt requested, or sent by certified mail to the Party entitled to receive the notice at the address of that Party set forth above. If a notice is sent by email, the Party entitled to receive the notice may request the original to be hand delivered or sent by certified mail. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
8. **CHANGES:** The City of Hickory and CONSULTANT agree that no change or modification to the Contract, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Contract. The execution of the change shall be authorized and signed in the same manner as the Contract. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of the Contract. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the Project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform the City of Hickory of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment may be made, and the Contract modified accordingly.

City of Hickory



Contract Number: _____

Project Name: _____

9. **WAIVER:** The City of Hickory reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Hickory. One or more waivers by the City of Hickory of any provision or specification shall not be construed by CONSULTANT as a waiver of any subsequent breach of the same provision or specification.
10. **SEVERABILITY:** If any provision under the Contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.
11. **TERMINATION FOR CAUSE OR FOR CONVENIENCE BY THE CITY OF HICKORY**
- The performance of work and/or delivery of services under the Contract may be terminated by the City of Hickory, in whole or in part, in instances where CONSULTANT is found to violate or breach the Contract or whenever it is determined to be in the best interest of the City of Hickory.
 - Any such termination shall be effected by the delivery to CONSULTANT of a Notice of Termination specifying the extent to which performance of work and/or delivery of services are terminated, and the date upon which such termination becomes effective.
 - After receipt of a Notice of Termination, CONSULTANT shall stop work and/or place no further orders under the Contract on the date and to the extent specified in the Notice of Termination.
 - CONSULTANT may invoice the City of Hickory for any work performed or services delivered up to the date specified in the Notice of Termination. Invoicing and payment shall be done in accordance with the invoicing and payment provision(s) of the Contract.
12. **REMEDIES:** In instances where CONSULTANT is found to violate or breach the Contract, the City of Hickory is authorized to seek replacement services elsewhere and to seek legal remedies against CONSULTANT as appropriate.
13. **BANKRUPTCY:** If CONSULTANT becomes bankrupt or insolvent, or if a petition of bankruptcy is filed against CONSULTANT, or if a receiver is appointed for CONSULTANT, the City of Hickory shall have the right to terminate the Contract upon written notice to CONSULTANT without prejudice to any claim for damages or any other right of the City of Hickory under the Contract to the time of such termination.
14. **ADVERTISING:** In executing the Contract, CONSULTANT agrees not to use the results therefrom as a part of any commercial advertising.
15. **ASSIGNMENT:** The Contract shall not be assigned by CONSULTANT without written consent of the City of Hickory.
16. **MISTAKES:** CONSULTANT is expected to examine the Contract, scope, delivery schedule, costs, all instructions and documents pertaining to services. Failure to do so will be at CONSULTANT's risk.
17. **INDEPENDENT CONTRACTOR:** CONSULTANT agrees that CONSULTANT and each subcontractor is acting in the capacity of an independent contractor with respect to the City of Hickory, and shall not at any time be or represent itself or its employee(s) as an agent(s) or employee(s) of the City of Hickory.
18. **CONFLICT OF INTEREST:** The Contract is subject to the provisions of City of Hickory's *Ethics Policy* and *Conflict of Interest Policy*, which are herein incorporated by reference in the Contract. CONSULTANT must disclose the name of any officer, director or agent who is also an employee of the City of Hickory or any of its agencies or subdivisions. Further, CONSULTANT must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the CONSULTANT's firm or any of its branches.

City of Hickory

Contract Number: _____

Project Name: _____



19. **PROFESSIONAL LICENSURE:** All work shall be sealed by a professional properly licensed in North Carolina and doing business in the state of North Carolina. These shall include but not be limited to: Engineer, Landscape Architect, Surveyor, Architect, Geologist, etc.
20. **SERVICE AND WARRANTY:** The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under the Contract will be the care and skill ordinarily used by members of CONSULTANT's profession. CONSULTANT makes no warranties, express or implied, under the Contract or otherwise, in connection with CONSULTANT's services.
21. **OPINIONS OF PROBABLE COST (COST ESTIMATES):** Any opinions of probable project cost or probable construction cost provided by CONSULTANT are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional. However, since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost CONSULTANT prepares.
22. **CONSTRUCTION PROCEDURES:** CONSULTANT's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the acts or omissions of the construction contractor or other parties on the Project. Any construction contract documents shall not contain provisions that extend the duties or liabilities of CONSULTANT beyond those set forth in the Contract.
23. **SAFETY STANDARDS:** Unless otherwise stipulated, all work performed pursuant to the Contract shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder, which are herein incorporated by reference in the Contract.
24. **SERVICES AND INFORMATION**
- a. The City of Hickory will provide all criteria and information pertaining to the City of Hickory's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. The City of Hickory will also provide copies of any City of Hickory-furnished Standard Details, Standard Specifications, Standard Bidding Documents or other documents which are to be incorporated into the Project.
 - b. In performing professional services hereunder, it is understood by the City of Hickory that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the City of Hickory's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the City of Hickory's legal and financial interests. To that end, the City of Hickory agrees to have an appropriate representative examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the City of Hickory deems necessary to protect the City of Hickory's interests before the City of Hickory takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.
25. **LIABILITY:** CONSULTANT shall indemnify and save harmless the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned against the claims by third parties



City of Hickory
 Contract Number: _____
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resulting from CONSULTANT's breach of the Contract or CONSULTANT's negligent acts, errors or omissions. However, neither Party to the Contract shall be liable to the other Party for any special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Contract from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

26. **INSURANCE:** CONSULTANT agrees to procure and maintain, at its expense, the insurances listed below. The City of Hickory shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance shall be furnished to the City of Hickory and included in EXHIBIT B. CONSULTANT agrees to indemnify and save harmless the City of Hickory for claims to the extent caused by CONSULTANT's negligent acts, errors or omissions.
- a. Worker's Compensation insurance as required by statute;
 - b. Employer's Liability insurance of \$250,000;
 - c. Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles;
 - d. Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and
 - e. Professional Liability insurance of \$3,000,000 per claim for protection against claims arising out of the performance of services under the Contract caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable.
27. **PATENTS AND ROYALTIES:** CONSULTANT, without exception, shall indemnify and save harmless the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, design, or materials manufactured or used in the performance of the Contract including its use by the City of Hickory. If CONSULTANT uses any invention, process, design, or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the prices in EXHIBIT A shall include all royalties or cost rising from the use of such invention, process, design, or materials in any way involved in the work or service.
28. **RELEASE OF PATENTS AND COPYRIGHTS:** CONSULTANT agrees to relinquish ownership and exclusive rights to the City of Hickory for any patents and/or copyrights for any process, discovery, invention, design or document which arises or is developed in the course of the Contract. All plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials that are produced by CONSULTANT as part of the Contract, with the exception of those documents that constitute standard details, specifications, and/or other data and/or materials that are regularly used by CONSULTANT and/or the professional design industry in the normal course of business, shall be deemed to be the property of the City of Hickory. Any reuse or modification of such documents for purposes other than those intended by CONSULTANT shall be at the City of Hickory's sole risk and without liability to CONSULTANT.
29. **ACCESS TO RECORDS**
- a) CONSULTANT agrees to provide, upon request, the City of Hickory or any of their authorized representatives access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

City of Hickory

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b) CONSULTANT agrees to permit any of the foregoing parties to reproduce records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

30. **RETENTION OF RECORDS:** CONSULTANT agrees to retain all records pertaining to the Contract for no less than three (3) years after final payment is made and all other pending matters are closed.

31. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to the Contract. CONSULTANT specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtain material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivision thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of CONSULTANT prior to the execution of the Contract.

It is further agreed that time is of the essence to each and every portion of the Contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the Contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of the Contract.

32. **ACCEPTANCE OF PURCHASE ORDERS:** CONSULTANT is to accept only those purchase orders issued by the City of Hickory, prepared on Finance Department forms, unless instructed otherwise in the Contract.

33. **PRICE ADJUSTMENTS:** Manufacturer's price increases or other increases in the cost of doing business MAY NOT be passed on to the City of Hickory, nor may CONSULTANT withdraw or cancel the Contract, or any part of the Contract for these reasons. CONSULTANT may only cancel the Contract pursuant to the cancellation clause, if one is included as a part of the Contract, and then only if the contractual obligation has been fulfilled by CONSULTANT in accordance with the terms stated.

34. **FEES:** CONSULTANT shall be responsible for paying all fees related to regulatory or other governing authority submittal, review, permitting, etc. These fees shall be requested as a reimbursement from the City of Hickory at the direct cost with no markup.

35. **PAYMENT/INVOICING:**

- a. The CONSULTANT shall be paid within a reasonable time, not to exceed thirty (30) calendar days, after the submission of proper certified invoices to the City of Hickory at the prices stipulated in EXHIBIT A of the Contract. Invoices shall contain the Project name and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. CONSULTANT shall be the only office authorized to receive purchase order, do the billing and invoicing, and receive payment.
- b. CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by the City of Hickory's auditors upon request.
- c. If the City of Hickory disputes any item(s) in CONSULTANT's invoice for any reason, including the lack of supporting documentation, the City of Hickory may temporarily delete the disputed item(s) and pay the remaining amount of the invoice. The City of Hickory will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item(s) on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item(s) only.

36. **PARTIAL PAYMENTS:**

City of Hickory



Contract Number: _____

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- a. Partial payments may be made once each month as the work progresses. CONSULTANT shall submit a partial payment request for work completed by the 25th of each month. Said payments will be based upon estimates prepared by CONSULTANT and approved by the City of Hickory for the value of the work performed or service provided in accordance with the Contract.
 - b. From the total of the amount determined to be payable on a partial payment, five percent (5%) of such total will be deducted and retained by the City of Hickory until the final payment is made. Ninety-five percent (95%) of the amount payable, less all previous payments, shall be certified for payment.
 - c. CONSULTANT shall not receive partial payment based on quantities of work or services in excess of those provided in EXHIBIT A or covered by approved change orders, except when such excess quantities have been determined by the City of Hickory to be a part of the final quantity for the item of work or service in question.
 - d. No partial payment shall bind the City of Hickory to the acceptance of any work or service as to quality or quantity.
37. **EQUAL EMPLOYMENT OPPORTUNITY (under 41 C.F.R. Part 60):** During the performance of the Contract, CONSULTANT agrees as follows:
- a) CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment.
 - c) CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.
 - d) CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representatives of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



City of Hickory
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- e) CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City of Hickory and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g) In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further City of Hickory contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h) CONSULTANT will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
38. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter any contract with the City of Hickory and shall be included with EXHIBIT B.

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City of Hickory
Contract Number: _____
Project Name: _____

SPECIAL CONDITIONS

1. **ALLOCATION OF RISK:** The City of Hickory and CONSULTANT have evaluated the risks and rewards associated with the Project, including CONSULTANT’s fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of CONSULTANT (and its related corporations, subcontractors, and employees) to the City of Hickory and third parties granted reliance is limited to **the Fee** for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of CONSULTANT’s services or the Contract regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damage is paid under CONSULTANT’s Commercial General Liability insurance policy.
2. **LIQUIDATED DAMAGES:** If CONSULTANT should neglect, fail, or refuse to complete the services within the time stipulated in EXHIBIT A, then CONSULTANT does hereby agree, as a part of the consideration for the Contract to pay to the City of Hickory the sum of **\$0.00** per day, not as a penalty, but as compensation to the City of Hickory for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that CONSULTANT shall be in default after the time stipulated in the Contract for completing the services. The said amount is fixed and agreed upon by and between CONSULTANT and the City of Hickory because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City of Hickory would, in such event, sustain.
3. **REPORTING REQUIREMENTS:** CONSULTANT is responsible for submitting weekly Project reports detailing the progress achieved to date for the Project. CONSULTANT agrees to submit all reports, certifications or other documents required by any of the provisions in the Contract to the City of Hickory.
4. **EXTENSIONS:** The Contract may be extended by properly executed change order.
5. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** The Contract includes federal funding from the Federal Highway Administration (FHWA) and dispersed through the North Carolina Department of Transportation (NCDOT), hereinafter referred to as the “DEPARTMENT”, and, therefore, is subject to the provisions required for non-federal entity contracts under federal awards. These provisions are provided in the following section(s) and are herein incorporated by reference in the Contract.

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City of Hickory

Contract Number: _____

Project Name: _____



GENERAL CONTRACT PROVISIONS UNDER FEDERAL AWARDS

1. **REMEDIES:** In instances where CONSULTANT is found to violate or breach the Contract, the City of Hickory is authorized to seek replacement services elsewhere and to seek legal remedies against CONSULTANT as appropriate.
2. **TERMINATION FOR CAUSE OR FOR CONVENIENCE BY THE CITY OF HICKORY**
 - a. The performance of work and/or delivery of services under the Contract may be terminated by the City of Hickory, in whole or in part, in instances where CONSULTANT is found to violate or breach the Contract or whenever it is determined to be in the best interest of the City of Hickory.
 - b. Any such termination will be effected by the delivery to CONSULTANT of a Notice of Termination specifying the extent to which performance of work and/or delivery of services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a Notice of Termination, CONSULTANT will stop work and/or place no further orders under the Contract on the date and to the extent specified in the Notice of Termination.
 - d. CONSULTANT may invoice the City of Hickory for any work performed or services delivered up to the date specified in the Notice of Termination. Invoicing and payment will be done in accordance with the invoicing and payment provision(s) of the Contract.
3. **EQUAL EMPLOYMENT OPPORTUNITY (under 41 C.F.R. Part 60):** During the performance of the Contract, CONSULTANT agrees as follows:
 - a) CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment.
 - c) CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.



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- d) CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representatives of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City of Hickory, the DEPARTMENT, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further City of Hickory and/or DEPARTMENT contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) CONSULTANT will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
4. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148):** If the Contract is in excess of \$2,000 and is for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, CONSULTANT must comply with the following clauses:
- a. Minimum Wages
- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between CONSULTANT and such laborers and mechanics.

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Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (4)(a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (4)(a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by CONSULTANT and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. CONSULTANT shall classify, in conformance with the wage determination, any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract.
 1. The City of Hickory shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 2. If CONSULTANT and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City of Hickory agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City of Hickory to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the City of Hickory or will notify the City of Hickory within the 30-day period that additional time is necessary.
 3. In the event CONSULTANT, the laborers or mechanics to be employed in the classification or their representatives, and the City of Hickory do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the City of Hickory shall refer the questions, including the views of all interested parties and the recommendation of the City of Hickory, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the City of Hickory or will notify the City of Hickory within the 30-day period that additional time is necessary.



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4. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (4)(a)(ii) (2) or (3) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.
- iii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, CONSULTANT shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- iv. If CONSULTANT does not make payments to a trustee or other third person, CONSULTANT may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of CONSULTANT, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CONSULTANT to set aside in a separate account assets for the meeting of obligations under the plan or program.
- b. Withholding: The DEPARTMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from CONSULTANT under the Contract or any other Federal contract with CONSULTANT, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by CONSULTANT, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by CONSULTANT or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the DEPARTMENT may, after written notice to the City of Hickory and CONSULTANT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- c. Payrolls and Basic Records
- i. Payrolls and basic records relating thereto shall be maintained by CONSULTANT during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, CONSULTANT shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration



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of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii.

1. CONSULTANT shall submit weekly, for each week in which any Contract work is performed, a copy of all payrolls to the DEPARTMENT if the agency is a Party to the Contract, but if the agency is not such a Party, CONSULTANT will submit the payrolls to the City of Hickory, as the case may be, for transmission to the DEPARTMENT. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. CONSULTANT is responsible for the submission of copies of payrolls by all subcontractors. CONSULTANT and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the DEPARTMENT if the agency is a Party to the Contract, but if the agency is not such a Party, CONSULTANT will submit them to the City of Hickory, as the case may be, for transmission to the DEPARTMENT, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a contractor to require a subcontractor to provide addresses and social security numbers to CONSULTANT for its own records, without weekly submission to the City of Hickory.
2. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by CONSULTANT or the subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

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3. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (4)(c)(ii)(2) of this section.
 4. The falsification of any of the above certifications may subject CONSULTANT or the subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- iii. CONSULTANT or the subcontractor shall make the records required under paragraph (4)(c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City of Hickory, the DEPARTMENT, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CONSULTANT or the subcontractor fails to submit the required records or to make them available, the DEPARTMENT may, after written notice to the City of Hickory and CONSULTANT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- d. Apprentices and Trainees
- i. *Apprentices*: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where CONSULTANT is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONSULTANT's or the subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship

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program, CONSULTANT will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. *Trainees:* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, CONSULTANT will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. *Equal Employment Opportunity:* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30, which are herein incorporated by reference in the Contract.
- e. Compliance with Copeland Act Requirements: CONSULTANT shall comply with the requirements of 29 CFR Part 3, which are herein incorporated by reference in the Contract.
- f. Subcontracts: CONSULTANT or the subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City of Hickory or the DEPARTMENT may, by appropriate instructions, require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract Termination: debarment: A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in the Contract.
- i. Disputes concerning labor standards: Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in

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accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between CONSULTANT (or any of its subcontractors) and the City of Hickory, the DEPARTMENT, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of eligibility

- i. By entering into the Contract, CONSULTANT certifies that neither it (nor he or she) nor any person or firm who has an interest in CONSULTANT's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- ii. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

5. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** If the Contract is in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, CONSULTANT must comply with the following clauses, in addition to the clauses required by 29 CFR § 5.5(a). As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- a. Overtime requirements: CONSULTANT or any subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (5)(a) of this section, CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONSULTANT and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (5)(a) of this section, in the sum of twenty-seven dollars (\$27) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (5)(a) of this section.
- c. Withholding for unpaid wages and liquidated damages: The DEPARTMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or the subcontractor under any such contract or any other Federal contract with CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of CONSULTANT or such subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (5)(b) of this section.
- d. Subcontracts: CONSULTANT or the subcontractor shall insert in any subcontracts the clauses set forth in paragraph (5)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any



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subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (5)(a) through (d) of this section.

6. In addition to the clauses contained in paragraph (5)(a) through (d), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, CONSULTANT or any subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by CONSULTANT or the subcontractor for inspection, copying, or transcription by authorized representatives of the City of Hickory, the DEPARTMENT, and the Department of Labor, and CONSULTANT or the subcontractor will permit such representatives to interview employees during working hours on the job.
7. **CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED:** If the Contract is in excess of \$150,000, CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the FHWA and the Regional Office of the Environmental Protection Agency (EPA).
8. **ENERGY EFFICIENCY:** CONSULTANT agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. **DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)**
 - a. The Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONSULTANT is required to verify that CONSULTANT, none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. CONSULTANT agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the City of Hickory. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Hickory and the DEPARTMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. CONSULTANT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C. CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.
10. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** If the Contract is in excess of \$100,000, CONSULTANT must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.



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Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

If the Contract is in excess of \$100,000, CONSULTANT agrees to comply with 49 CFR part 20 and submit certification to the City of Hickory.

11. **PROCUREMENT OF RECOVERED MATERIALS:** CONSULTANT and any subcontractors agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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PROFESSIONAL SERVICES CONTRACT PROVISIONS UNDER FEDERAL AWARDS

1. **REPORTING REQUIREMENTS:** CONSULTANT agrees to submit all reports, certifications or other documents required by any of the provisions in the General Contract Provisions Under Federal Awards or Professional Service Contract Provisions Under Federal Awards sections of the Contract to the City of Hickory for transmission to the DEPARTMENT or other Federal agency as required.

2. **RELEASE OF PATENTS AND COPYRIGHTS:** CONSULTANT agrees to relinquish ownership and exclusive rights to the City of Hickory for any patents and/or copyrights for any process, discovery, invention, design or document which arises or is developed in the course of the Contract. All plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials that are produced by CONSULTANT as part of the Contract, with the exception of those documents that constitute standard details, specifications, and/or other data and/or materials that are regularly used by CONSULTANT and/or the professional design industry in the normal course of business, shall be deemed to be the property of the City of Hickory. Any reuse or modification of such documents for purposes other than those intended by CONSULTANT shall be at the City of Hickory's sole risk and without liability to CONSULTANT.

3. **ACCESS TO RECORDS**
 - c) CONSULTANT agrees to provide, upon request, the City of Hickory, the DEPARTMENT, the FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - d) CONSULTANT agrees to permit any of the foregoing parties to reproduce records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. **RETENTION OF RECORDS:** CONSULTANT agrees to retain all required records pertaining to the Contract for no less than three (3) years after final payment is made and all other pending matters are closed.

5. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCE:** The newest version of the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.
 - a. The Contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [U.S. DOT published final rule, "Disadvantaged Business Enterprise: Program Improvements," 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.

 The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is 0.0%.
 - b. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONSULTANT to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City of Hickory or the DEPARTMENT deems appropriate. Each subcontract CONSULTANT signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).



City of Hickory
 Contract Number: _____
 Project Name: _____

CONSULTANT will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- c. CONSULTANT must promptly notify the City of Hickory whenever a DBE subcontractor performing work related to the Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. CONSULTANT may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Hickory.
6. **PROMPT PAY REQUIREMENTS:** CONSULTANT agrees to comply with prompt pay requirements, as specified in 49 CFR 26.29. CONSULTANT is required to pay its subcontractors performing work related to the Contract for satisfactory performance of that work no later than thirty (30) days after CONSULTANT's receipt of payment for that work from the City of Hickory. In addition, these may apply:
- i. CONSULTANT may not hold retainage from its subcontractors; or
 - ii. CONSULTANT is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to the Contract is satisfactorily completed; or
 - iii. CONSULTANT is required to return any retainage payments to those subcontractors within thirty (30) days after incremental acceptance of the subcontractor's work by the City of Hickory and CONSULTANT's receipt of the partial retainage payment related to the subcontractor's work.
7. **DETERMINATION OF ALLOWABLE COSTS:** Determination of allowable costs shall be in accordance with the Federal cost principles established in OMB CIRCULAR A-87 REVISED.
8. **ERRORS AND OMISSIONS:** CONSULTANT agrees to procure and maintain Professional Liability insurance of \$3,000,000 per claim for protection against claims arising out of the performance of services under the Contract caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. CONSULTANT agrees to indemnify and save harmless the City of Hickory for claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to the Contract shall be liable to the other Party for any special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Contract from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.
9. **CONFLICT OF INTEREST**
- a. The Contract is subject to the provisions of City of Hickory's Ethics and Conflict of Interest Policy, which are herein incorporated by reference in the Contract. CONSULTANT must disclose the name of any officer, director or agent who is also an employee of the City of Hickory or any of its agencies or subdivisions. Further, CONSULTANT must disclose the name of any City of Hickory employee who owns, directly or indirectly, an interest of five percent (5%) or more in the CONSULTANT's firm or any of its branches.
 - b. The Contract is also subject to the provisions of 23 CFR 1.33 and the requirements thereof, which are herein incorporated by reference in the Contract.



City of Hickory
Contract Number: _____
Project Name: _____

GENERAL CONTRACT

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

AUTHORIZED AGENT further declares that he has informed himself fully about all conditions regarding this proposal, that the AUTHORIZED AGENT has reviewed all related documents for the above mentioned Project and that he has satisfied himself about performance required by this proposal.

AUTHORIZED AGENT agrees that if this proposal is accepted, to contract with the City of Hickory in the form of a **Professional Services Construction Engineering and Inspections** contract, to furnish all necessary management, supervision, equipment, tools, materials, apparatus, means of transportation, and labor necessary to complete the Contract in full and in complete accordance with the Contract documents, to the full and entire satisfaction of the City of Hickory.

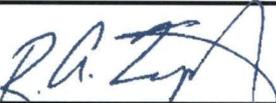
AUTHORIZED AGENT warrants that prices, terms and conditions quoted in the proposal will be firm for a period of sixty (60) days from the date included with AUTHORIZED AGENT's signature.

By submitting this proposal, CONSULTANT agrees to coordinate their schedule with the City of Hickory forces working on the Project to the fullest extent possible.

The City of Hickory reserves the right to deduct any item(s) as deemed in the best interest of the City of Hickory. CONSULTANT further proposes and agrees hereby to commence work under the Contract on the date to be specified in a written Notice to Proceed by the City of Hickory and to complete all work within the time stipulated in Exhibit A.

The City of Hickory reserves the right to reject any and all proposals; and reject any quoted items that fail to meet the needs of the City of Hickory.

Do not include Federal tax or NC State and local sales or use taxes in your proposal. The City of Hickory is exempt from federal tax. CONSULTANT shall submit a certified Sales Tax Report for reimbursement of sales taxes by the City of Hickory.



SIGNATURE OF AUTHORIZED AGENT

Ricky A. Tipton, PE, PLS / Vice President

PRINT/TYPE NAME/TITLE



EXHIBIT A

INSERT EXHIBIT A BEHIND THIS PAGE

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C-5196/Roundabout at 16th St NE and 21st Ave NE

STAGE Multiple | Summary Sheet and Project Management

Task Order #1

Contract Information

GANNETT FLEMING, INC			
Contract #	Contract Type: Stand Alone Purchase Order	Payment Type: Cost Plus	WBS #

Project Contacts

Fill in Project Contacts. Add rows as needed and delete unused rows. Indicate PDN activity for each subconsultant.

CITY OF HICKORY CONTACTS			
John Marshall	Phone	jmarshall@hickorync.gov	PM
NCDOT CONTACTS			
Jackie McSwain	Phone	Jackie.mcswain@volkert.com	Div. 12 PM (GEC)
PRIME CONSULTANT CONTACTS			
Rick Tipton	984-389-2418	r티pton@gfnet.com	PM
Adam Archual	984-389-2398	aarchual@gfnet.com	Lead Planner
Angel Pridgen	984-389-2389	apridgen@gfnet.com	Project Engineer
SUBCONSULTANT CONTACTS			
Parks Icenhour, Jr.	919-544-1100 x1545	parks.icenhour@gel.com	Locations & Surveys
Mark Price	704-844-9093	mprice@utilitycoor.com	1UT2; 2UT1; 2UT1
Matt Starling	704-944-1394	mstarling@orcolan.com	2RW2/3RW1
Brad Worley	919-322-0115 x3205	Brad.worley@summitde.com	

ROADWAY INFORMATION	
Design Speed: 45 mph	Posted Speed: 35 mph
Design Units: Feet	
Traffic Volumes Base Year: 7,000–10,000 (2021) Design Year: TBD (2045) K: TBD D: TBD	Design Exceptions: None anticipated
Truck Traffic TBD Duals TBD TTST	Functional Classification: Minor Classification
Tier Classification: Minor Arterial	Terrain: Rolling
Design Standard: 2022 NCDOT Roadway Design Manual, 2018 AASHTO Green Book, 2023 City of Hickory Engineering Department Manual of Practice	Typical Section: 2-lane, curb and gutter, sidewalks
Right of Way Existing: TBD Proposed: TBD	Access Control: Partial (roundabout)
Number of Parcels: 33	Number of Relocations: 0
Bicycle Route: NO	Sidewalk: YES
Detours: TBD	School Buses: YES (CATAWBA CO.)
Noise Walls: NO	Utility Impact: HIGH
Railroad Involvement: NO	Hazardous Sites: 0
Historic Sites: 0	Archaeological Sites: 0
Grade Separations: None	Structures: None
Signals: 21 st Ave NE at 16 th St NE (approx. ½-mi north), 13 th Ave NE at 8 th St Dr NE (approx. 1-mi. south)	
Are surveys available? NO	When are they anticipated? 3 mos after NTP

TRAFFIC MANAGEMENT INFORMATION	
ADT: 7,000–10,000 (2021)	Positive Protection: Yes
Number of Y-lines: 3	Temporary Pavement: Yes
Temporary Shoring: No	On-Site Detours/Cross-overs: Yes
Road Closures/Off-Site Detours: No	Pedestrian Accommodation: Moderate
Overhead Signs: 0	Staged Construction: Yes
Signalized Intersections: 0	Temporary Signals: No

STRUCTURAL AND HYDRAULIC INFORMATION	
Bridges: 0	List of Structures: N/A
Major Drainage Structures/Crossing: 0	Culverts: 0

Project Management Tasks

Objective:

During the project initiation stage, the Project Manager will organize the team, develop the scope of services, a baseline schedule and budget, and a work plan consisting of communications, risk management, quality and change management procedures and expectations for the project.

In subsequent stages, the Project Manager manages the team in accordance with those elements listed above, as well as ensures the project is delivered on time and within budget and meets the highest quality standards. The Project Manager leads and is responsible for building and maintaining the team, assisting the team’s coordination, collaboration, and communication through various meetings. These meetings vary in frequency and purpose and are dependent upon project team needs. The Project Manager leads the team in coordination and status of the scope, schedule and budget, facilitates dialogue between team members, communication of project decisions and identification of risks, opportunities, and actions to progress the project through to all stages of project development to letting. The Project Manager engages with external stakeholders such as MPO/RPOs, local communities, businesses, residents, and other third-party external stakeholders as needed. In addition, the Project Manager performs administrative functions to report project status in accordance with various budget and schedule metrics and Department leadership requests for information, including development of project status reports, spending plans, etc.

Assumptions:

MEETINGS AND TRIPS			
☒	Meetings with City of Hickory PM: 6		
	Anticipated format: Virtual meeting	Anticipated # of staff: 4	Anticipated duration: 1 hrs./meeting
☒	External Coordination Meetings: 12		
	Anticipated format: Virtual meeting	Anticipated # of staff: 4	Anticipated duration: 1 hrs./meeting
☒	Internal Coordination Meetings: 12		
	Anticipated # of staff: 6	Anticipated duration: 1/2 hrs./meeting	

List out additional meetings and details

Assume Consultant PM will attend half of the meetings with City of Hickory in person, requiring travel from Asheville.

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
<input checked="" type="checkbox"/>	<p>1.0 Project Management and Coordination</p> <ul style="list-style-type: none"> ▪ Coordination with City PM, including status calls and meetings. ▪ Coordination with other City disciplines/units. ▪ Coordination with external stakeholders and agencies. ▪ Internal coordination with project team, including status meetings. ▪ Document all meetings and calls. ▪ Maintain administrative record and internal project files. ▪ Maintain Connect/SharePoint files and ATLAS Workbench.
<input checked="" type="checkbox"/>	<p>2.0 Project Schedule</p> <ul style="list-style-type: none"> ▪ Develop MS Project Schedule. ▪ Maintain MS Project Schedule, including monthly updates.
<input checked="" type="checkbox"/>	<p>3.0 Monthly PM Status Reports and Invoicing (12 months)</p> <ul style="list-style-type: none"> ▪ Prepare and submit monthly invoices and progress reports.
<input checked="" type="checkbox"/>	<p>4.0 Complete QC Procedures</p> <ul style="list-style-type: none"> ▪ Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Project Quality Management Manual.

1EP1 | Initiate Environmental Review | [Gannett Fleming]

Objective:

Development of Merger Pre-Screening, Merger Screening (if needed), Merger Concurrence Point 1 (CP 1) (if needed), Project Scoping Report support, and Project Initiation processes in accordance with NCDOT guidance.

Assumptions:

1. Includes review of prior environmental work
2. Merger will not apply to this project. Merger Pre-screening Form will be completed and placed in Project file.

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
<p>1.0 Merger Meeting (If enough data to support a valid Merger Screening effort)</p> <p><input checked="" type="checkbox"/> 1.1 Merger Pre-Screening</p> <ul style="list-style-type: none"> ▪ Prepare and submit draft Merger Pre-Screening Form to City of Hickory and NCDOT EPU for concurrence. ▪ Ensure Merger Pre-Screening Form uploaded to ATLAS Workbench. 	
<p>2.0 Task Management</p> <p>Coordination with City of Hickory and NCDOT technical disciplines/units, as appropriate, internal coordination, safety compliance, meetings with City of Hickory and NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.</p>	
<p>3.0 Complete QC Procedures</p>	

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

1. Start of Study Letter/Notification to applicable Local, State and Federal Agencies
 - Notification will be distributed by email.
 - Project mapping prepared for other disciplines will be used for coordination.
 - Deliverables:
 - Draft and Final Distribution List
 - Draft and Final Letter for signature by City of Hickory
2. Submit request for information (Scoping Report) to NCDOT-Geoenvironmental Unit

1UT2 | Investigate Existing Utilities | [Gannett Fleming] | [Utility Coordination Consultants]

Objective:

Inventory utility facilities in the project area. Identify utilities that are costly to relocate, have long design or construction times, or otherwise create risks for project construction or schedule if they are relocated. Work will conform to the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

1. Utility Impacts Rating: High
2. Utilities Unit Personnel
 - a. NCDOT Div. 12 Utility Engineer/Coordinator: Chad Drewery 980-552-4237
 - b. Known Utility Owners:
 - Duke Energy Transmission – one tower in conflict
 - Duke Energy Distribution – throughout project limits
 - CenturyLink/Sprint Communications – Overhead and Underground lines throughout project limits
 - Spirit Communications
 - Spectrum Cable
 - DukeNet Fiber
 - Piedmont Natural Gas
 - City of Hickory water and sewer – throughout project limits

MEETINGS AND TRIPS			
<input checked="" type="checkbox"/>	Initial Utility Owner Meetings: 8		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 1 hrs./meeting
<input checked="" type="checkbox"/>	Site Inspection:		
	Anticipated # of staff: 1	Anticipated duration: 8 hrs./meeting	
<input checked="" type="checkbox"/>	Utility Coordination Kickoff Meeting:		
	Anticipated format: In-person meeting	Anticipated # of staff: 2	Anticipated duration: 8 hrs./meeting

<input checked="" type="checkbox"/>	Field Inspection:	
	Anticipated # of staff: 1	Anticipated duration: 8 hrs./meeting

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Initiate Utility Owner Contacts</p> <ul style="list-style-type: none"> ▪ Attend utility owner coordination meetings. ▪ Perform site visits, as necessary.
<p>2.0 Conduct Preliminary Utility Investigations</p> <ul style="list-style-type: none"> ▪ Provide inventory of utilities, preliminary cost estimates, and analyze risks to project as noted in 1UT2. ▪ Identify avoidance and relocation facilities, relocation durations, and identify where utility relocation construction may occur outside of study area.
<p>3.0 Submit Utility Risk Analysis and Inventory</p> <ul style="list-style-type: none"> ▪ Prepare and submit draft Utility Risk Analysis and Inventory Report to Utilities Lead for review. ▪ Update report per Utilities Lead. ▪ Provide updated report to Project Manager for use of the project team to evaluate design alternatives/alignments.
<p>4.0 Determine Utility Relocations</p> <ul style="list-style-type: none"> ▪ Revise and condense the Utility Risk Analysis and Inventory Report into a Utility Project Outline for the selected alternative/alignment. ▪ Update outline per Utilities Lead review.
<p>5.0 Submit Utility Construction Requests</p> <ul style="list-style-type: none"> ▪ Identify utilities that may want construction of their facilities completed by the selected contractor and included as part of the project’s contract. ▪ Obtain a Utility Construction Request from each of these utilities describing the facilities likely to be in conflict or that may need early analysis. ▪ Identify in the Utility Construction Request whether City of Hickory is being requested to perform construction and if the City’s PEF will be doing the design. ▪ Submit a monthly report to SharePoint and notify the Utilities Lead and PM with a link .
<p>6.0 Conduct a review of plans and schedule with utility owner</p>
<p>7.0 Task Management</p> <ul style="list-style-type: none"> ▪ Submit monthly progress report to Utility Agency with copy to Area Utility Agent. ▪ Coordination and correspondence with Prime Consultant, City of Hickory, and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.
<p>8.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>

2EN1 | Assess Natural Environmental Impacts | [Gannett Fleming]

Objective:

Prepare Natural Resources Technical Report (NRTR), WEX and WET files, and Jurisdictional Determination (JD) following items and references listed presented on the NCDOT website below as of the date of this scope:

<https://connect.ncdot.gov/resources/Environmental/EAU/ECAP/Pages/default.aspx>

Assumptions:

1. NCDOT-EAU will provide support technical services. Following approval by City of Hickory, the Consultant will submit draft technical reports to appropriate NCDOT-EAU via ETRACS or email, as appropriate.
2. No jurisdictional features (i.e., waters of the US) are anticipated. As a result, this scope and fee excludes: NCSAM/NCWAM; WEX/WET file; PJD/AJD; and Section 404/401 permit.
3. No protected species habitat will be present. If protected species survey (PSS) is required, the Consultant will request a PSS be completed by NCDOT-Biological Surveys Group (BSG) via ETRACS.
4. Traffic noise and air quality analyses are not required.
5. This scope and fee does not include NR eligibility determinations. This service may be provided with a supplemental scope, if needed.
6. No NR eligible or listed historic properties will be affected by the project, i.e., Effects Assessment and/or Memorandum of Agreement will not be required. This service may be provided with a supplemental scope, if needed.

MEETINGS AND TRIPS			
<input checked="" type="checkbox"/>	NRTR Field Trip(s): 1 trip(s)		
	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting (not including travel)	

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Pre-Field Work	
2.0 Landowner Letter Delivery	<input type="checkbox"/> Provided by NCDOT <input checked="" type="checkbox"/> Generated by PEF
3.0 NRTR Field Work	(All forms required as stated in Preparing Natural Resource Technical Reports.) Study Area: Approx. 14 acres to be surveyed Required Forms: <input type="checkbox"/> NCSAM forms <input type="checkbox"/> NCWAM forms Wetland Delineation Method: <input checked="" type="checkbox"/> PLS Method <input type="checkbox"/> Nail Method
4.0 NRTR	<ul style="list-style-type: none"> ▪ Prepare and submit draft NRTR, including QC form. ▪ Revise and submit final NRTR. <p style="text-align: center;"><input checked="" type="checkbox"/> ETRACS request to ECAP.</p>

5.0 Task Management

Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.

6.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

2EN2 | Assess Human Environmental Impacts | [Gannett Fleming]

Objective:

Complete community studies, cultural resources tasks, in accordance with the guidance and references listed in the PDN as of the date of this scope of work.

Assumptions:

Community Studies

1. Project Duration: 4 mos
2. Short Form Community Impact Assessment (CIA) will be utilized
3. Indirect and Cumulative Effects analysis will not be required. This service may be added in a supplemental agreement if required.

Cultural Resources

1. Project Duration: 6 mos
2. SHPO Project Review Checklist
3. No Historic Properties Affected

Traffic Noise and Air Quality

1. Federal Funding: Yes
2. County(ies): Catawba
3. Attainment: Yes
4. No Traffic Noise Analysis will be required

MEETINGS AND TRIPS			
Community Studies			
<input checked="" type="checkbox"/>	Field Visit: 1		
	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting (not including travel)	
Cultural Resources			
<input checked="" type="checkbox"/>	Section 106 Coordination Meetings: 1 meeting		
	Anticipated format: Teleconference	Anticipated # of staff: 1	Anticipated duration: 2 hrs./meeting

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Community Studies	
<input checked="" type="checkbox"/> 1.1 Short Form Community Impacts Assessment (CIA) <ul style="list-style-type: none"> ○ 1.1.1 CIA Project Initiation & Set-up <ul style="list-style-type: none"> - Coordinate with NCDOT. - Determine Direct Community Impact Area and submit via ETRACS for review and approval. ○ 1.1.2 CIA Data Gathering <ul style="list-style-type: none"> - Pull and examine demographic data. - Examine ATLAS data and satellite imagery. - Field visit. - Prepare and distribute local officials input forms. ○ 1.1.3 Short Form CIA Project Documentation <ul style="list-style-type: none"> - Prepare draft Short Form CIA. ○ 1.1.4 Short Form CIA Deliverables <ul style="list-style-type: none"> - Submit draft Short Form CIA via ETRACS. - Revise and resubmit Short Form CIA by email in response to comments. - Submit final Short Form CIA by email (Word and PDF formats) to NCDOT Community Studies for distribution, ATLAS upload, and posting to ATLAS Workbench. 	
2.0 Cultural Resources (see "other tasks" below)	
3.0 Task Management	
Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.	
4.0 Complete QC Procedures	
Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.	
Insert other tasks as needed: to be included as part of manday estimate for this scope.	
<ol style="list-style-type: none"> 1. SHPO Project Review Checklist (https://www.ncdcr.gov/shpo/er/project-review-checklist) <ol style="list-style-type: none"> a. Desktop Analysis b. Mapping, Area of Potential Effects (APE) c. Site Visit (travel time included in Community Study/CIA Short Form) d. Draft and Final Checklist 2. Tribe Coordination Letters according to NCDOT Protocol/Procedures (https://connect.ncdot.gov/resources/Environmental/EAU/CR/Archaeology/Documents/NCDOT%20Tribal%20Coordination%20Protocol.pdf) 	

2EP1 | Prepare Environmental Documentation | [Gannett Fleming]

Objective:

Prepare, assist, coordinate and/or review all relevant environmental disciplines as projects navigate the NEPA/SEPA documentation and the 404 NEPA Merger processes (as applicable for the project), including the quality control and quality assurance reviews of all relevant environmental documentation.

Assumptions:

Section 404/NEPA Merger Process

1. Not required

Environmental Documentation

1. Type II CE

MEETINGS AND TRIPS			
Environmental Documentation			
<input checked="" type="checkbox"/>	Meetings with City of Hickory/NCDOT Div. 12/EPU: 2 meetings (For meetings associated with environmental document only)		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 1 hrs./meeting
<input checked="" type="checkbox"/>	Field Inspection Meeting: 1		
	Anticipated # of staff: 1	Anticipated duration: 2 hrs./meeting	

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Environmental Documentation	
<input checked="" type="checkbox"/> 3.1 Draft Environmental Document	<ul style="list-style-type: none"> ▪ Prepare draft environmental document, including mapping and appendices. ▪ Submit draft environmental document for City/NCDOT Division review. ▪ Revise and submit draft environmental document to disciplines/units for review. ▪ Revise and submit draft environmental document for FHWA review (if applicable). ▪ Anticipated number of revisions: 2
<input checked="" type="checkbox"/> 3.2 Final Environmental Document	<ul style="list-style-type: none"> ▪ Prepare and submit final environmental document for signatures. ▪ Distribute signed environmental document per EPU guidance. ▪ Upload final document and supporting memos, determinations, correspondence, and technical studies to ATLAS Workbench.
2.0 Task Management	
Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.	
3.0 Complete QC Procedures	
Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.	

2GT2 | Initiate Investigations and Provide ROW Recommendations | [Gannett Fleming] | [Summit Engineering]

Objective:

Conduct subsurface investigation and provide inventory of subsurface and recommendations for Roadway in accordance with the Geotechnical Investigation and Recommendations Manual and PDN from the NCDOT Connect Site current as of the date of this scope.

Assumptions:

1. Roadway subsurface field investigations will be conducted in accordance with the latest edition of the Geotechnical Investigations and Recommendations Manual.
2. The Roadway Subsurface Inventory and Roadway Subsurface Recommendations will be prepared in accordance with the current version of the Geotechnical Investigations and Recommendations Manual.
3. A minimum of one sample per boring on average shall be tested in an NCDOT approved materials and testing laboratory to verify visual field classification and determine soil index properties.
4. All laboratory testing will be performed in accordance with the latest AASHTO and American Society for Testing and Materials (ASTM) specifications, NCDOT modified testing procedures and classified according to the AASHTO classification system.
5. One round of comments per deliverable.
6. Considerations:
 - a. Cut and Fill Slope Stability and Design
 - b. Undercut and Unsuitable Material
 - c. Embankment Stability (Settlement/Waiting Periods, Soil Reinforcement, Ground Improvement)
 - d. Subgrade Stability (Drains, Ditches, Aggregate Subgrade)
 - e. Groundwater
 - f. Borrow Specifications
7. Laboratory Tests (select needed tests):
 - a. Soil Classification (AASHTO M-145): 15 tests
 - b. Moisture Content (AASHTO T-265): 15 tests
 - c. Standard Proctor (AASHTO T-99): 2 tests
 - d. California Bearing Ratio (AASHTO T-193): 2 tests
8. Investigations (complete as appropriate):
 - a. Total borings: 15 borings
 - b. Standard Penetration Borings (SPT)
 - i. Total SPT drilling footage: 15
 - ii. Drilling depths per boring: 10-ft
 - iii. Spacing of borings: 100 to 200-ft
 - iv. SPT sampling intervals: For borings completed outside the existing roadway, SPT sampling will be completed at the existing ground surface and at 5-ft intervals thereafter. For borings completed within the existing roadway, dynamic cone penetrometer (DCP) testing will be completed below the existing pavement section to a depth of approximately 3-ft with SPT sampling to follow at an interval of 5-ft.
 - c. Traffic Control Needs: Traffic control will be required to complete SPT borings within the existing roadway. Traffic control will consist of a single lane closure with flagging operations.
 - i. Traffic Control hours: 8 AM to 4 PM
 - ii. Number of days needed for Traffic control: 3 days
 - d. Total number of hand auger borings (only where proposed grade is +/- 3-ft of existing grade): **Insert #**

- e. Clearing: Minimal
- 9. The Complete Pavement Design Investigation is not included in this scope. The DCPs performed during subsurface investigation will be available for use in any required pavement design services. These services may be scoped in a supplemental agreement.

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0	Develop Investigation Plan (Boring Layout) (Based on Design Provided by Roadway)
2.0	Setup GPS and Stake Boring Locations
3.0	Contact Property Owners (Property Letters)
4.0	Submit Utility Locate Tickets (NC811)
5.0	Prepare Subcontracts (if necessary)
6.0	Coordinate Traffic Control and Utility Locations before and during Field Work
7.0	Conduct Subsurface Investigation
8.0	Develop Laboratory Testing Program
9.0	Prepare Roadway Subsurface Inventory (11"x17")
10.0	Prepare Roadway Written Recommendations Report (8.5"x11")
11.0	Prepare Roadway Graphics Recommendation Report (11"x17")
12.0	Prepare Special Provisions (if necessary)
13.0	Conduct Slope Stability Analyses (if necessary)
14.0	Conduct Settlement Analyses (if necessary)
15.0	Design Ground Improvement (if necessary)
16.0	Design Reinforced Soil Slope (if necessary)
17.0	Design Rock Plating/Embankment (if necessary)
18.0	Sign and Seal Deliverables
19.0	<p>Task Management</p> <p>Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.</p>
20.0	<p>Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>

2HY2 | Complete Drainage for Field Inspection | [Gannett Fleming]

Objective:

Review and provide comments on the Design Recommendation Plan Set and complete drainage design to be shown on the Field Inspection Plan Set in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

- 1. Software Required:
 - Geopak Drainage
 - ORD Drainage and Utilities
- 2. Number of Major Drainage Structures/Crossings: 0

MEETINGS AND TRIPS	
<input checked="" type="checkbox"/>	Hydraulics Pre-Design Meeting: 2 staff
<input checked="" type="checkbox"/>	Field Reconnaissance and Survey: 2 staff

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
<p>1.0 Review and Provide Comments on Design Recommendations Plan Set(s)</p> <ul style="list-style-type: none"> ▪ Coordinate with others to address comments. ▪ Complete a Final Hydroplaning Assessment, as required. <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>2.0 Hydraulics Pre-Design Meeting</p> <ul style="list-style-type: none"> ▪ Prepare agenda and design assumptions for and attend Hydraulics Pre-Design Meeting (Guidelines Chapter 4). ▪ Prepare and submit draft Pre-design Meeting Minutes and design assumptions. ▪ Revise and submit final Pre-design Meeting Minutes and design assumptions. 	
<p>3.0 Field Reconnaissance and Survey</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 3.1 Roadway Drainage <ul style="list-style-type: none"> ▪ Supplement the Location and Surveys Unit and Photogrammetry Unit data. ▪ Conduct field surveys (City of Hickory Manual of Practice, 200 Drainage [as appropriate], NCDOT Guidelines for Drainage Studies and Hydraulic Design, Chapter 5). ▪ Compile field notes, photos, and documentation of surveys and data collected for submittal. 	
<p>4.0 Redline Drainage Plans for Field Inspection</p> <ul style="list-style-type: none"> ▪ Prepare and submit Redline Drainage Plans and supporting documentation. ▪ Revise and resubmit Redline Drainage Plans in response to comments as necessary to address City of Hickory comments. ▪ Submit final approved Redline Drainage Plans to incorporate into Field Inspection Plan Set. 	
<p>5.0 Field Inspection</p> <ul style="list-style-type: none"> ▪ Review Field Inspection Plan Set. ▪ Attend Field Inspection. 	

6.0 Task Management

Coordination with City of Hickory and NCDOT technical disciplines/units as needed, internal coordination, safety compliance, meetings with City of Hickory and NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.

7.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

2IM1 | Verify Complete Streets | [Gannett Fleming]

Objective:

Review the roadway design plans (e.g., the Design Recommendation Plan Set) to assess if the pedestrian, bicycle, and public transportation elements are appropriate for the project’s design, generally aligns with the facilities from the Complete Streets Project Sheet, follows the facility selection guidance in the Complete Streets Project Evaluation Methodology, and adheres to the authoritative design standards of the NCDOT Roadway Design Manual and the City of Hickory Manual of Practice, as appropriate.

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Complete Documentation Confirming Review of Roadway Plans for Compliance with Complete Streets Policy</p> <ul style="list-style-type: none"> ▪ Review Complete Streets Review Assessment (CSRA) for updates that may change pedestrian, bicycle, or public transportation facility design based upon new roadway design information.
<p>2.0 Request Integrated Mobility Division Design Concurrence Review</p> <ul style="list-style-type: none"> ▪ Upload revised and completed CSRA to the project SharePoint and submit a Stage 2 request to the designated IMD staff via the Smartsheet Portal. ▪ Include the Complete Streets Review Assessment and items listed for the Alignment Defined (PDN Stage 2) selection on the Integrated Mobility Division (IMD) Project Scoping and Design Concurrence Portal.
<p>3.0 Task Management</p> <p>Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.</p>
<p>4.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>

2PI1 | Continue Public Engagement | [Gannett Fleming]

Objective:

Assist with project-specific public engagement activities in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

1. Gannett Fleming will develop content (MS Word) and City of Hickory will host project website.
2. City of Hickory will coordinate public meeting location and incur associated facility costs, if required.
3. Gannett Fleming will develop public meeting notices (MS Word) and City of Hickory will place notices in appropriate media outlets (e.g., local print/newspaper, TV, radio, etc.).
4. The City PM will be responsible for receiving comments (via phone, email, etc., as local agent) and will submit all received comments to the Consultant.
5. Translation services are not included in this scope of work. Preliminary demographic review identified language assistance (LA) thresholds are met for Spanish and Asian/Pacific languages.

MEETINGS AND TRIPS			
<input checked="" type="checkbox"/>	Public Meeting/Hearing(s): 1 meeting		
	Anticipated format: In-person meeting	Anticipated # of staff: 4	Anticipated duration: 3 hrs./meeting (not including travel)
<input checked="" type="checkbox"/>	Local Officials' Informational Meeting(s): 1 meeting <input checked="" type="checkbox"/> Same day as public meeting(s)		
	Anticipated format: In-person meeting	Anticipated # of staff: 4	Anticipated duration: 1 hrs./meeting (not including travel)
<input checked="" type="checkbox"/>	Public Meeting/Hearing Map Review Meeting: 4 staff/meeting (PI staff only)		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 4	Anticipated duration: 2 hrs./meeting
<input checked="" type="checkbox"/>	Post-Public Meeting/Hearing Meeting: 2 staff/meeting (PI staff only)		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting
<input checked="" type="checkbox"/>	Other Meetings: 2 meetings		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 0.5 hrs./meeting
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <ol style="list-style-type: none"> 1. Two (2) Other Meetings include coordination calls with City of Hickory IT Staff relative to project website content and maintenance. 			

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Public Involvement Plan (PIP)	
<input checked="" type="checkbox"/>	Submit ETRACS for PI Team to review draft PIP.
<input checked="" type="checkbox"/>	Prepare and submit draft and final PIP (if PIP is to be prepared by PEF).
2.0 Project Mailing List	
<input checked="" type="checkbox"/>	Create project mailing list.
3.0 Project Website	

<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Project Website <input type="checkbox"/> PublicInput.com ▪ Submit request for project website or PublicInput.com site. ▪ Provide 1 update at project milestones.
<p>4.0 Newsletter/Postcard</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> EDDM ▪ Prepare and submit draft Newsletter/Postcard (using NCDOT templates). ▪ Revise and resubmit Newsletter/Postcard for approval. ▪ Reproduce and distribute approved Newsletter/Postcard (100 copies).
<p>5.0 Public Meeting(s)/Hearing(s)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> In-person Open House (3 hr meeting) <input checked="" type="checkbox"/> Formal Presentation ▪ Coordinate with City of Hickory and Division on venue and dates. ▪ Prepare and submit public meeting maps. ▪ Prepare and submit draft public meeting handout. ▪ Revise and resubmit public meeting handout for approval. ▪ Reproduce public meeting handout (50 copies). ▪ Prepare and submit draft public meeting displays (up to 4 foam board displays). ▪ Revise and resubmit public meeting displays. ▪ Provide digital copies of handout, displays, and public meeting maps to City of Hickory for web posting.
<p>6.0 Local Officials' Informational Meeting (LOIM)</p> <ul style="list-style-type: none"> ▪ Coordinate with City of Hickory on schedule and invitees. ▪ Prepare and submit draft LOIM Invitation letter. ▪ Revise and resubmit LOIM Invitation letter for approval. ▪ Prepare and submit draft PowerPoint presentation. ▪ Revise and resubmit PowerPoint presentation. ▪ Prepare and submit draft and final meeting summary.
<p>7.0 Public Comments</p> <ul style="list-style-type: none"> ▪ Collect public comments from all sources (project email, phone line, website, public meeting comment forms, etc.). ▪ Compile comments in a database and prepare draft responses as needed (assume 15 comments and responses). ▪ Submit draft database and responses. ▪ Revise and resubmit database and responses. ▪ Prepare for and attend post-public meeting/hearing meeting.
<p>8.0 Public Engagement Summary</p> <ul style="list-style-type: none"> ▪ Prepare and submit draft public engagement summary, including comment summary and responses. ▪ Revise and resubmit public engagement summary.
<p>9.0 Project Visualizations</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Renderings (digital static image) <ul style="list-style-type: none"> <input type="checkbox"/> Level I (Photograph digitally enhanced using photo editing software.) <input checked="" type="checkbox"/> Level II (Camera view from 3D model with environment created in 3D.) <input type="checkbox"/> Level III (Perspective matching a 3D model to a photo background, only the roadway and new design elements are created in 3D.)
<p>10.0 Task Management</p>

Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.

11.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

2RD1 | Complete the Design Recommendation Plan Set | [Gannett Fleming]

Objective:

Complete project’s Design Recommendation Plan Set and associated roadway tasks to establish the essential roadway design elements in accordance with the guidance and references listed on the PDN as of the date of this scope.

Assumptions:

1. This Project will be generated in Microstation Open Roads (ORD)

MEETINGS AND TRIPS	
<input checked="" type="checkbox"/>	Design Public Meeting/Hearing Map Review Meeting: 1 staff
<input checked="" type="checkbox"/>	Public Meeting/Hearing: 1 staff
<input checked="" type="checkbox"/>	Post-Public Meeting/Hearing Resolution Meeting: 1 staff
<input checked="" type="checkbox"/>	Design Recommendations Plans Review Meeting: 2 staff
<input checked="" type="checkbox"/>	Field Inspection Meeting: 2 staff (not including travel)

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Design Criteria and Associated Typical Sections	
<ul style="list-style-type: none"> ▪ Prepare and submit draft design assumptions and typical sections. ▪ Revise and resubmit design assumptions and typical sections in response to comments. ▪ Submit final design assumptions and typical sections. 	
2.0 Complete Design Recommendation Plan Set	
<input checked="" type="checkbox"/>	2.1 Horizontal and Vertical Alignment
<ul style="list-style-type: none"> ▪ Develop horizontal and vertical alignments based on approved design criteria and final surveys. ▪ Layout roadway and structural design elements. ▪ Layout superelevation transitions. ▪ Calculate and document vertical clearance. ▪ Complete Service Road Study (if not completed in 1RD1). ▪ Develop gore calculations. ▪ Perform sight distance calculations. ▪ Coordinate with technical disciplines/units 	

<ul style="list-style-type: none"> ☒ 2.2 3D Model Development <ul style="list-style-type: none"> ▪ Generate 3D model of proposed design. ▪ Layout cross sections and limits of construction (slope stakes). ☒ 2.3 Right of Way and Easement Layout <ul style="list-style-type: none"> ▪ Layout initially proposed right of way and easements (line work only). ☒ 2.4 Maintenance of Traffic Narrative <ul style="list-style-type: none"> ▪ Prepare and submit maintenance of traffic narrative. ▪ Coordinate with Work Zone Traffic Engineer to discuss potential traffic management challenges and solutions. ☒ 2.5 Design Public Meeting/Hearing Maps <ul style="list-style-type: none"> ▪ Attend design public meeting/hearing map review meeting. ▪ Prepare and distribute summary of design public meeting/hearing map review meeting. ▪ Revise and resubmit design public meeting/hearing maps based on comments. ▪ Provide final design public meeting/hearing maps for posting. ▪ Attend post-public meeting/hearing resolution meeting. ☒ 2.6 Design Recommendation Plan Set Preparation <ul style="list-style-type: none"> ▪ Layout title sheet, plan and profile sheets, and cross section sheets. ▪ Incorporate final pavement design into typical sections (see 2PD1). ▪ Develop earthwork summary. ▪ QC review of draft design recommendation plan set. ☒ 2.7 Design Recommendation Plan Set Review and Finalization <ul style="list-style-type: none"> ▪ Submit draft Design Recommendation Plan Set. ▪ Attend Design Recommendation Plan Set Review Meeting. ▪ Prepare and distribute summary of Design Recommendation Plan Set Review Meeting. ▪ Revise and resubmit Design Recommendation Plan Set and responses to comments.
<p>3.0 Verify Complete Streets (see 2IM1)</p> <ul style="list-style-type: none"> ▪ Prepare and submit design review request for NCDOT IMD review of roadway design plans. ▪ Revise and resubmit roadway design plans and responses to comments.
<p>4.0 Lighting Needs (To be completed by the Roadway Lighting Design Engineer)</p> <ul style="list-style-type: none"> ☒ 6.1 Initial Lighting Assessment <ul style="list-style-type: none"> ▪ Determine if Lighting Evaluation is warranted.
<p>5.0 Task Management</p> <p>Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.</p>
<p>6.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>

2RD2 | Prepare for Field Inspection | [Gannett Fleming]

Objective:

Develop a coordinated set of Field Inspection Plans that will be used for the Field Inspection Review meeting and constructability review in accordance to the guidance and references listed on the PDN as of the date of this scope.

MEETINGS AND TRIPS	
<input checked="" type="checkbox"/>	Meetings with City of Hickory: Status Calls: 1 meeting 1 staff/meeting Other Meetings: Insert # meetings Insert # staff/meeting List other required meetings
<input checked="" type="checkbox"/>	Field Inspection Meeting: (staff covered above)

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Field Inspection Plan Set	<ul style="list-style-type: none"> ▪ Prepare and submit draft Field Inspection Plan Set, including QC of draft plans. ▪ Attend Field Inspection Review Meeting. ▪ Revise and resubmit Field Inspection Plan Set and responses to comments.
2.0 Construction Estimate Quantities	<ul style="list-style-type: none"> ▪ Develop quantities for pay items for proposed designs. ▪ QC calculation of quantities. ▪ Submit calculation of quantity package and estimate form. ▪ Revise and resubmit quantities for cost estimating.
3.0 Task Management	Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.
4.0 Complete QC Procedures	Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

2RE1 | Initiate Erosion and Sediment Control Plans | [Gannett Fleming]

Objective:

Complete the Preliminary Erosion and Sediment Control Plans in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

MEETINGS AND TRIPS			
☒	Pre-Design Meeting:		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting
☒	Final Design/Combined Field Inspection:		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Document Review and Surface Water Delineation for Design Requirements	
☒	1.1 Review project’s environmental documents for commitments related to E&SC design, mitigation, landscaping, and vegetation re-establishment.
☒	1.2 Water Quality Worksheet (Form ESC-1) <ul style="list-style-type: none"> ▪ Prepare and submit draft Form ESC-1. ▪ Revise and submit final Form ESC-1.
☒	1.3 Environmental Document Review (Form ESC-2) <ul style="list-style-type: none"> ▪ Prepare and submit draft Form ESC-1. ▪ Revise and submit final Form ESC-1.
☒	1.4 Conduct Site Visit <ul style="list-style-type: none"> ▪ Compare design file topography with existing field topography for discrepancies. ▪ Evaluate and note potential construction and maintenance issues. ▪ Document and photograph current condition of jurisdictional streams and wetlands or other drainage features. ▪ Prepare and distribute notes and photos.
2.0 Pre-Design Meeting <ul style="list-style-type: none"> ▪ Prepare for and attend Pre-Design Meeting. ▪ Prepare and submit draft meeting minutes for review and comment. ▪ Revise and submit final meeting minutes. 	
3.0 Field Inspection Plans for Clearing & Grubbing and Final Construction Phases <ul style="list-style-type: none"> ▪ Prepare and submit clearing and grubbing and final construction phase E&SC plans for comment. ▪ Revise and resubmit E&SC plans. 	
4.0 Design Pipe/Culvert Construction Sequences	
5.0 Review Field Inspection E&SC Plan Set and Attend Field Inspection <ul style="list-style-type: none"> ▪ Distribute the approved E&SC Field Inspection Plans. ▪ Review the E&SC Field Inspection Plans. 	
6.0 ROW/Easement Request File <ul style="list-style-type: none"> ▪ Determine temporary construction easement necessary for construction, maintenance, and removal of E&SC measures. ▪ Prepare and submit easement request CADD file. ▪ Coordinates with Roadway, Hydraulics, Right-of-Way, Utilities, and other disciplines/Units to identify and resolve conflicts or issues raised in the Field Inspection Review Meeting with the planned E&SC measures. 	
7.0 Task Management	

Coordination with City of Hickory and NCDOT technical disciplines/units as needed, internal coordination, safety compliance, meetings with City of Hickory and NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.
8.0 Complete QC Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

2RW2/3RW1 | Prepare ROW Cost Estimate | [Gannett Fleming] [O.R. Colan Associates]

Objective:
Prepare right-of-way (ROW) cost estimate (PH 200) and verify the estimate for inclusion with the initial design estimate (2CS1) and the Plan-in-Hand design estimate (3CS1) in accordance with the guidance and references listed in the PDN as of the date of this scope.

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Develop Right-of-Way Cost Estimate (PH 200)</p> <ul style="list-style-type: none"> ▪ Complete appraiser worksheet (using the NCDOT Cost Estimate Detail Sheet). ▪ Complete Request for R/W Cost Estimate Form with relocation counts and labeled pictures of the parcels identified for relocation. ▪ Provide any Relocation EIS studies submitted to Central ROW for final approval per federal requirements. ▪ Submit Conceptual Right-of-Way Cost Estimate to NCDOT Appraisal Estimate Coordinator for review. ▪ Prepare necessary adjustments per review and resubmit estimate for NCDOT’s use in preparing Cost Verification Letter.
<p>2.0 Task Management</p> <p>Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.</p>
<p>3.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>

2SD1 / 3SD1 | Develop Signing and Delineation Design | [Gannett Fleming]

Objective:
Complete the signing and delineation plans in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

1. Signing
 - a. Estimated number of Signing Plan Sheets (roadway): 3
 - b. Estimated number of Total Signing Plan Sheets: 4
 - c. Ground Mounted Type "A" and Type "B" Signs: N/A
 - d. Y-Lines requiring more than four Type "E" and "F" signs at intersections: N/A

2. Pavement Marking
 - a. Estimated number of Pavement Marking Plan Sheets (roadway): 3
 - b. Estimated number of Total Pavement Marking Plan Sheets: 4
 - c. Interchanges: N/A
 - d. Signalized intersections: N/A
 - e. Y-Lines requiring more than stop bar and tie-in marking, but without sidewalks: N/A
 - f. Y-Lines or intersections with sidewalks and wheelchair ramps: 7
 - g. Roundabouts (mini, one lane, multi lanes): 1

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
<p>1.0 Draft Preliminary Signing and Delineation Layout</p> <ul style="list-style-type: none"> ▪ Develop draft signing and delineation strip map. ▪ Coordinate for approval of routing and sign messaging. ▪ Acquire pavement marking recommendation letter. ▪ Submit draft signing and delineation plans for review. ▪ Revise and resubmit signing and delineation plan in response to comments. 	
<p>2.0 Conflicts with Utilities, Right-of-Way, Walls and ITS devices</p> <ul style="list-style-type: none"> ▪ Identify and document conflicts with utilities, walls, ITS devices, or drainage. ▪ Determine additional right of way needs. 	
<p>3.0 Plan Submittals</p> <ul style="list-style-type: none"> ▪ Determine signing construction limits. ▪ Prepare and submit lane continuity and merging recommendations. ▪ Distribute plans to Division office and Regional Traffic Engineer for review. 	
<p>4.0 Unsealed Signing and Delineation Plans</p> <ul style="list-style-type: none"> ▪ Address remaining comments from activities 2SD1/3SD1. ▪ Address conflicts or provide plan for addressing conflicts. ▪ Prepare and submit updated signing and delineation plans. ▪ Prepare and submit updated signing and delineation strip map. 	
<p>5.0 Task Management</p> <p>Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.</p>	
<p>6.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>	

2TM1 | Complete Traffic Analysis | [Gannett Fleming]

Objective:

Complete a traffic operations analysis that evaluates the study area, both with and without the proposed project, to identified projected traffic data and inform project design criteria in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Coordinate Project Complexity with NCDOT Congestion Management	Coordinate with NCDOT Traffic Management Unit (Congestion Management Section) to confirm level of project complexity (Level 0 projects do not require analysis).
2.0 Prepare Scope using Congestion Management Template	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 2.1 Level 1 (Basic) Scope Development <ul style="list-style-type: none"> ▪ Prepare HCS/Synchro/Sidra scope template in accordance with the Congestion Management Scope Templates, which are included in the Traffic Engineering Suite under the Scope and Estimate Resources section at: https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx <input checked="" type="checkbox"/> 2.2 Level 2 or 3 (Intermediate or Advanced) Scope Development <ul style="list-style-type: none"> ▪ Prepare TransModeler scope template in accordance with the Congestion Management Scope Templates, which are included in the Traffic Engineering Suite under the Scope and Estimate Resources section at: https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx
3.0 Task Management	Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.
4.0 Complete QC Procedures	Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

2TM2 | Initiate Transportation Management Plan | [Gannett Fleming]

Objective:

Using Design Recommendation Plan Set, develop overall transportation management strategy, identify impacts to right of way, and identify items that required coordination with other disciplines for inclusion in the final Traffic Management Plan (TMP). Develop Temporary Traffic Control (TTC) Concept Plan in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

1. Overall Complexity: Medium - Staged Construction with Multiple Traffic Shifts
2. Level of Significance: 2 - Moderate Impacts
3. Anticipated Project Layout: Phase/Step Method

- a. Estimated number of "Design" Sheets: 12
- b. Estimated number of phases: 3
- c. Estimated details per phase: 4
- d. Total overview sheets: 0
- 4. Title sheet/notes/phasing: 4
 - a. Special details: 2

MEETINGS AND TRIPS	
<input checked="" type="checkbox"/>	Brainstorming Meeting with WZTC: 2 staff
<input checked="" type="checkbox"/>	TTC Concept Review Meeting: 2 staff
<input checked="" type="checkbox"/>	Final Design Field Inspection/Combined Field Inspection: 1 staff
<input checked="" type="checkbox"/>	Constructability w/ Division: 2 staff

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Complete Concept Temporary Traffic Control (TTC) Plans</p> <ul style="list-style-type: none"> ▪ Review roadway plan set, Preliminary General Drawings, and current hydraulic design. ▪ Coordinate with Utilities team members and Signing and Delineation Designer. ▪ Attend field review/site investigation. ▪ Prepare and submit draft TTC plans in accordance with guidance in 2TM2.
<p>2.0 Lead TTC Concept Review Meeting</p> <ul style="list-style-type: none"> ▪ Set up and lead meeting in accordance with guidance in 2TM2. ▪ Prepare and distribute agenda, meeting minutes, and action items to complete final TTC plans.
<p>3.0 Task Management</p> <p>Coordination and correspondence with City of Hickory and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.</p>
<p>4.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>

2UT1 | Initiate Utility Coordination | [Gannett Fleming] | [Utility Coordination Consultants]

Objective:

Coordinate with utility owners to identify conflicts between their facilities and the project and develop resolution for those conflicts and coordinate preliminary utility designs. Work will conform to the guidance and references listed in the PDN as of the date of this scope of services.

If a utility is providing complete Utilities Construction Plans for inclusion in the contract, the Utilities Coordinator is responsible for the coordination and delivery to the City of Hickory of the deliverables

assigned to the Utilities Design Engineer that are instead being produced by the utility. The Utilities Coordinator is not responsible for the production of those deliverables.

Assumptions:

1. Utility Impacts Rating: High
2. Utilities Unit Personnel
 - a. NCDOT Div. 12 Utility Engineer/Coordinator: Chad Drewery 980-552-4237
3. Known Utility Owners:
 - Duke Energy Transmission – one tower in conflict
 - Duke Energy Distribution – throughout project limits
 - CenturyLink/Sprint Communications – Overhead and Underground lines throughout project limits
 - Spirit Communications
 - Spectrum Cable
 - DukeNet Fiber
 - Piedmont Natural Gas
 - City of Hickory water and sewer – throughout project limits

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
<p>1.0 Data Collection (if not performed in 1UT2)</p> <ul style="list-style-type: none"> ▪ Contact known utility owners recorded with NC 811. ▪ Perform site inspection, prepare field notes and sketches. ▪ Contact utilities not recorded with NC 811. ▪ Provide roadway design plans (electronic and paper copies) to utility owners. ▪ Conduct preliminary coordination meeting with each utility owner. ▪ Provide Utility Project Outline. 	
<p>2.0 Identify Major Utility Conflicts and Relocation Impacts</p> <ul style="list-style-type: none"> ▪ Review plans to identify likely locations of conflicts. ▪ Document conflicts on the Utilities Coordination Working Plans. ▪ Consult with Utilities Lead and Utility Design Lead to discuss potential conflicts and general guidance to be given to the utilities. ▪ Coordinate possible conflict resolution with project designers. ▪ Submit Utility Relocation (Cost) and Construction Estimate (see 2UT2/3UT2 for related information on verified estimate procedures). 	
<p>3.0 Conduct Utility Coordination Kickoff Meeting</p> <ul style="list-style-type: none"> ▪ Schedule and conduct Utility Coordination Kickoff Meeting. ▪ Prepare and submit Kickoff Meeting Minutes and conflict letters. ▪ Request plans, easement needs, and cost estimates from utility owners. ▪ Identify action items for other disciplines and utility companies. 	
<p>4.0 Initiate Cost Responsibility Analysis</p> <ul style="list-style-type: none"> ▪ Review documents provided by utility owners, right-of-way coordinator, and prepare opinion on claims of compensable interest. ▪ Prepare and submit Preliminary Cost Responsibility Analysis Report. 	
<p>5.0 Receive Preliminary Utility Relocation Plans from Utility Owners</p> <ul style="list-style-type: none"> ▪ Receive utility relocation plans from utilities and from Utilities Design Engineer. ▪ Review plans to ensure compliance with Utilities Accommodation Manual. 	

<ul style="list-style-type: none"> ▪ Coordinate relocation design with others. ▪ Incorporate relocation plans into Utilities Coordination Working Plans. ▪ Ensure up-to-date Utilities Coordination Working Plans are always available on SharePoint.
<p>6.0 Submit Routing Plan</p> <ul style="list-style-type: none"> ▪ Address changes and comments from CFI-FDFI meeting and incorporate into Utility Coordination Working plans, utility easement requests, and utility parcel requests. ▪ Revise Routing Plan based on comments from Utilities Lead, full hydraulic design, noise walls and signals. ▪ Submit Utility Coordination Working Plans and description of important design decisions.
<p>7.0 Create Relocation Schedule (in MS Project)</p>
<p>8.0 Submit Preliminary Utility Construction Plans</p>
<p>9.0 Request SUE Level A</p> <ul style="list-style-type: none"> ▪ Request and compile SUE Level A requests from the designers of each of the utilities. ▪ Submit final SUE Level A request.
<p>10.0 Coordinate Geotechnical Investigation (Trenchless) Request</p> <ul style="list-style-type: none"> ▪ For utilities to be constructed with project, coordinate with Utilities Designer to prepare and submit locations for geotechnical investigation. ▪ For utilities designed by utility owner to be constructed with project, coordinate submittal of request for geotechnical investigations for trenchless utilities.
<p>11.0 Receive Utility Easement Request and Utility Parcel List</p> <ul style="list-style-type: none"> ▪ Prepare Utility Easement Request and Utility Parcel List. ▪ Confirm information is incorporated into Field Inspection Plan Set (see 2RD2).
<p>12.0 Task Management</p> <ul style="list-style-type: none"> ▪ Submit monthly progress report to Utility Agency with copy to Area Utility Agent. ▪ Coordination and correspondence with Prime Consultant, City of Hickory, and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.
<p>13.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>

2UT2 | Initiate Utility Design | [Gannett Fleming] | [Utility Coordination Consultants]

Objective:

Coordinate with utility owners to identify conflicts between their facilities and the project and develop resolution for those conflicts and coordinate preliminary utility designs. Work will conform to the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

1. Utilities Unit Personnel
 - a. NCDOT Div. 12 Utility Engineer/Coordinator: Chad Drewery 980-552-4237
2. Known Utility Owners:
 - Duke Energy Transmission – one tower in conflict
 - Duke Energy Distribution – throughout project limits

- CenturyLink/Sprint Communications – Overhead and Underground lines throughout project limits
- Spirit Communications
- Spectrum Cable
- DukeNet Fiber
- Piedmont Natural Gas
- City of Hickory water and sewer – throughout project limits

MEETINGS AND TRIPS

Meet with Utility Owners

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Identify Major Utility Conflicts and Relocation Impacts</p> <ul style="list-style-type: none"> ▪ Review plans. ▪ Consult with Utilities Coordinator to agree on potential conflicts and guidance to be given to the utilities. ▪ Review plans with applicable utility companies for facilities scoped for design. ▪ Identify conflicts, propose preliminary relocation designs or a plan to mitigate conflicts, and secure approval from owner. ▪ Provide information to Utilities Coordinator prior to Utility Coordination Kickoff Meeting. ▪ Develop a preliminary relocation schedule with duration and progress rate.
<p>2.0 Conduct Utility Coordination Kickoff Meeting</p> <ul style="list-style-type: none"> ▪ Attend Utility Coordination Kickoff Meeting.
<p>3.0 Submit Preliminary Utility Construction Plans</p> <ul style="list-style-type: none"> ▪ Prepare and submit draft Preliminary Utility Construction Plans using the Utilities Workspace (ORD or MicroStations). ▪ Include routing and major design elements, needed easements outside of existing and proposed right of way, draft special provisions, and cost break down. ▪ Review Preliminary Utility Construction Plans with utility owners. ▪ Revise and resubmit Preliminary Utility Construction Plans in response to comments.
<p>4.0 Request SUE Level A</p> <ul style="list-style-type: none"> ▪ Prepare and submit SUE Level A request to Utilities Coordinator.
<p>5.0 Request Geotechnical Investigation (Trenchless)</p> <ul style="list-style-type: none"> ▪ Identify locations for geotechnical investigation for trenchless installation.
<p>6.0 Submit Required Utility Easements and Parcel List</p> <ul style="list-style-type: none"> ▪ Prepare utility easement needs and provide to the Utilities Coordinator in DGN and PDF format with stations and offsets.
<p>7.0 Utility Estimates</p> <ul style="list-style-type: none"> ▪ Prepare a 2UT2 estimate.
<p>8.0 Coordination of Utilities Construction Plans</p> <ul style="list-style-type: none"> ▪ Coordinate Plan set and estimate integration with other firms providing Utility Construction Plans.
<p>9.0 Task Management</p> <ul style="list-style-type: none"> ▪ Submit monthly design report to Utilities Lead with copy to project manager.

- Coordination and correspondence with Prime Consultant, City of Hickory, and NCDOT technical disciplines/units, if needed, internal coordination, safety compliance, meetings with City of Hickory and others as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation, file management, and file uploads.

10.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

OVERALL SUMMARY		Version: 2023 (3.30) SPM
TIP NUMBER:	C-5196	When initial estimate is complete, lock initial estimates
COUNTY:	Catawba	
TASK ORDER NUMBER: (if applicable)	1	
FA NUMBER: (if applicable)		WBS NUMBER(s): Firm: fill out WBS Number(s) section on "Acct Initiation Request" DOT: the Project Manager fills out the entire "Acct Initiation Request"
ESTIMATE SUBMITTAL NUMBER: (Version Control-if needed) (Ex. Initial/V2 (initial estimate version 2	Initial	
OTHER PROJECT IDENTIFIER INFORMATION:(if needed)		
DESCRIPTION: (List the project parameters; where the project starts and stops)	C-5196/Roundabout at 16th St NE and 21st Ave NE	
DISCIPLINE USED: (List each discipline that will be involved in this project)	PM-Project Mgmt : EN-Natural Env : EN-Community Studies : EN-Public Involvement : EP-Env Policy : GT-Geotechnical : HY-Hydraulics : IM-Bike Ped : PD-Final Pavement Marking Markers : RD-Roadway : RE-Erosion Control : SD-Signing : TM-Work Zone Traffic Control (WZTC) : TM-Congestion Management : UT-Utilities Coordination : Right of Way	

DISCIPLINE	ITEM	INITIAL			FINAL		
		WD	COST	COST/WORKDAY	WD	COST	COST/WORKDAY
PM-Project Mgmt		26.000	\$ 42,648.96	\$ 1,640.34			
	Direct Costs		\$ 548.40				
EN-Natural Env		7.750	\$ 8,465.71	\$ 1,092.35			
	Direct Costs		\$ 316.75				
EN-Community Studies		7.625	\$ 7,999.35	\$ 1,049.10			
	Direct Costs		\$ 316.75				
EN-Public Involvement		35.250	\$ 42,577.09	\$ 1,207.86			
	Direct Costs		\$ 1,383.75				
EP-Env Policy		16.625	\$ 19,939.68	\$ 1,199.38			
	Direct Costs		\$ -				
GT-Geotechnical	(Boring and Lab)	20.500	\$ 24,996.62	\$ 1,219.35			
	Foundations		\$ 500.00				
HY-Hydraulics		64.375	\$ 70,874.39	\$ 1,100.96			
	Direct Costs		\$ -				
IM-Bike Ped		0.166	\$ 173.65	\$ 1,111.36			
	Direct Costs		\$ -				
PD-Final Pavement Marking & Markers		7.500	\$ 8,706.57	\$ 1,160.88			
	Direct Costs		\$ -				
RD-Roadway		60.250	\$ 89,981.77	\$ 1,493.47			
	Direct Costs		\$ -				
RE-Erosion Control		41.750	\$ 43,617.06	\$ 1,044.72			
	Direct Costs		\$ -				
SD-Signing		16.875	\$ 16,060.71	\$ 951.75			
	Direct Costs		\$ 76.00				
TM-Work Zone Traffic Control (WZTC)		16.000	\$ 20,063.13	\$ 1,253.95			
	Direct Costs		\$ -				
TM-Congestion Management		8.000	\$ 8,035.02	\$ 1,004.38			
	Direct Costs		\$ 245.28				
UT-Utilities Coordination		109.375	\$ 143,300.13	\$ 1,310.17			
	Direct Costs		\$ 4,529.40				
GT-Geotechnical-SUB1	(Boring and Lab)	6.250	\$ 4,721.74	\$ 755.48			
	Foundations		\$ 16,271.60				
LS-Location Surveys-SUB1		82.625	\$ 47,229.06	\$ 571.61			
	Direct Costs		\$ 2,692.00				
LS-SUE-SUB1		5.500	\$ 46,771.41	\$ 8,503.89			
	Direct Costs		\$ 2,501.30				
Right of Way			\$ 8,500.00				
Grand Total - All Disciplines		532.406	\$ 684,043.28				

Labor, Overhead & Fee

MANAGING DOT DISCIPLINE: Division 12

ENGINEERING FIRM: Gannett Fleming, Inc.

ENGINEERING FIRM CONTRACT NUMBER: _____ CONTRACT TYPE: _____ PAYMENT TYPE: COST PLUS

SCOPE/WORKDAY ESTIMATE PREPARED BY: Rick Tipton

SCOPE/WORKDAY ESTIMATE APPROVED BY: _____ DATE: _____

REASON FOR SUPPLEMENTAL:
(If this is a supplemental to the original Scope of Services, state reason for supplemental.) _____

PO NUMBER: (If Available) _____ SUPPLEMENTAL NUMBER: (If Applicable) _____



City of Hickory
Contract Number: _____
Project Name: _____

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

CITY OF HICKORY,
A North Carolina Municipal Corporation

(SEAL)

Hank Guess, Mayor

Attest:

Debbie D. Miller, City Clerk

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

Melissa Miller, Finance Officer

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

Arnita M. Dula, Deputy City Attorney



EXHIBIT B

INSERT EXHIBIT B BEHIND THIS PAGE

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SUMMARY REPORT

CATAWBA COUNTY, NC
MUNICIPAL ELECTIONS
NOVEMBER 7, 2023

OFFICIAL RESULTS

RUN DATE:12/06/23 04:40 PM

REPORT-EL45

PAGE 001

VOTES PERCENT

0001 HICKORY ALDERMAN W1 HICKORY
(VOTE FOR) 1

Tony Wood	959	96.97
WRITE-IN.	30	3.03
Over Votes	1	
Under Votes	182	

0002 HICKORY ALDERMAN W2 HICKORY
(VOTE FOR) 1

Charlotte Williams	1,007	97.20
WRITE-IN.	29	2.80
Over Votes	0	
Under Votes	136	

0003 HICKORY ALDERMAN W3 HICKORY
(VOTE FOR) 1

Daria Jackson	422	38.02
Danny Seaver	679	61.17
WRITE-IN.	9	.81
Over Votes	4	
Under Votes	58	

0022 HICKORY ALDERMAN W4 (UNEX) HICKORY
(VOTE FOR) 1

Anthony J. Freeman	981	97.90
WRITE-IN.	21	2.10
Over Votes	0	
Under Votes	170	

Catawba County Results ONLY - Does not include Burke County

CEMETERY DEED
(Deed of Distribution and Gift)

PREPARED BY AND RETURN TO:

CASEY W. POPE, ESQ.
PATRICK, HARPER & DIXON L.L.P.
PO BOX 218
HICKORY, NC 28603

No Revenue

THIS CEMETERY DEED, made this 6th of November, 2023, by and among **Caryl Ann Canella, Trustee of the Joan Theresa Barnhill Revocable Trust dated May 10, 2021**, whose mailing address is 1210 Bugle Lane, Newton, North Carolina 28658, Grantor, and **Caryl Ann Canella, married**, whose mailing address is 1210 Bugle Lane, Newton, North Carolina 28658, Grantee, as to the tracts referenced below.

WITNESSETH:

WHEREAS, the cemetery lots referenced herein were owned by Joan Coleman Barnhill (a/k/a Joan Theresa Barnhill), as reflected in the records of Oakwood Cemetery and in the Cemetery Deed recorded in Deed Book 2598, Page 960, Catawba County Registry; and

WHEREAS, Joan Theresa Barnhill died on May 1, 2023, and her estate is being administered in Catawba County Estate File No. 23 E 814; and

WHEREAS, the Last Will and Testament of Joan Theresa Barnhill devised her residuary estate, including the cemetery plots referenced herein, to the Trustee acting under the Joan Theresa Barnhill Revocable Trust dated May 10, 2021 (the "Trust"); and

WHEREAS, the Grantee is a beneficiary of the Trust and the purpose of this Deed is to make the distribution to the Grantee required under the terms of the Trust.

NOW, THEREFORE, Grantors, in consideration of the terms of the Trust and the distribution of the property pursuant to the terms of the Trust, and for other good and valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, the Grantor has and by these presents does bargain, sell and convey to the Grantee in fee simple all of its right, title and interest in and to all of those certain lot of land containing 80 square feet, more or less, situated in Oakwood Cemetery in the City of Hickory, and designated on the plot of Oakwood Cemetery as **Plot M, Lot No. 8, Section 56**.

TO HAVE AND TO HOLD said cemetery lot to said Grantee, her 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 Grantees and their 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 Grantees or their 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 City of Hickory shall have the right to immediately resume possession and control of said lot; further, said lot shall not be transferred without the consent in writing of the City of Hickory, which said consent shall not be unreasonably withheld.

The City of Hickory reserves the right to trim or require to be trimmed any trees, shrubbery or other plants, on said lot in such manner as shall prevent the same from extending over adjoining lots, walkways, or driveways or interfering in any manner with the development of the cemetery.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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

Caryl Ann Canella, Trustee (SEAL)
**Caryl Ann Canella, Trustee of the
Joan Theresa Barnhill Revocable Trust
dated May 10, 2021**

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, a Notary Public for said County and State, do hereby certify that **Caryl Ann Canella, Trustee of the Joan Theresa Barnhill Revocable Trust dated May 10, 2021**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 6th day of November 2023.

Gina M. Carnesi
NOTARY PUBLIC
Iredell County
North Carolina
My Commission Expires 10/15/2027

Gina M. Carnesi
Notary Public

Printed Name: Gina M. Carnesi

My Commission Expires: 10/15/2027

BUDGET REVISION # 11

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, 2024 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the General Fund within the FY 2023-24 Budget Ordinance, the expenditures shall be amended as follows:			
FUNCTIONAL AREA		INCREASE	DECREASE
Culture & Recreation		14,670	
Public Safety		53,582	
TOTAL		68,252	-
To provide funding for the above, the General Fund revenues will be amended as follows:			
FUNCTIONAL AREA		INCREASE	DECREASE
Miscellaneous		59,657	
Sales and Services		8,595	
TOTAL		68,252	-

SECTION 2. To amend the Water/Sewer Fund within the FY 2023-24 Budget Ordinance, the expenditures shall be amended as follows:			
FUNCTIONAL AREA		INCREASE	DECREASE
Environmental Protection		8,273	
TOTAL		8,273	-
To provide funding for the above, the Water/Sewer Fund revenues will be amended as follows:			
FUNCTIONAL AREA		INCREASE	DECREASE
Miscellaneous		8,273	
TOTAL		8,273	-

SECTION 3. To amend the Sandy Ridge Intersection (#546015) Capital Project Ordinance, the expenditures shall be amended as follows:			
FUNCTIONAL AREA		INCREASE	DECREASE
General Capital Projects		684,044	684,044
TOTAL		684,044	684,044

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

Adopted this ____ day of _____, 2024

Mayor

Clerk

3

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Office of Business Development, Planning Division

Contact Person: Cal Overby, Planning Manager

Date: December 7, 2023

Re: Voluntary contiguous annexation of property owned by Pride Design Construction, Inc.

REQUEST

Consideration of the voluntary contiguous annexation of 0.553 acres property located at 920 30th Avenue Drive NW. This property is identified as PIN 3704-11-55-0162.

BACKGROUND

The property is currently vacant and located within the City's Extra Territorial Jurisdiction (ETJ). The property is zoned R-2, which permits residential development at 4 dwelling units per acre. Given its size, a property division could create two building lots; however, the owner intends to build a single home on the property.

The property owner desires to connect the new home to city sewer service, which requires annexation.

ANALYSIS

The owners of the property plan to construct a single family home on the property, which would be the extent of their intentions.

Surrounding properties are zoned R-2 Residential and occupied by single family homes or are vacant.

The current tax value of the property is \$16,100. If annexed, the vacant property would generate \$73.00 in additional tax revenues.

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

RECOMMENDATION

Staff finds the petition to be in conformity with applicable statutes and recommends approval of the petition.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier 12/4/2023
Initiating Department Head Date

Rodrig Miller 12/12/23
Asst. City Manager R. Miller Date

Melvin Miller 12/12/23
Finance Officer, M. Miller Date

Yaidee Fox 12/13/23
Exec Asst City Manager Yaidee Fox Date

A. Dula 12-13-23
Deputy City Attorney, A. Dula Date

R. Beasley 12/12/23
Asst. City Manager, R. Beasley Date

Cameron McHargue 12-13-23
Deputy Finance Officer, Cameron McHargue Date

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

Warren Wood
City Manager, Warren Wood
12.13.23
Date

**CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION**

DATE SUBMITTED: 11-9-2023

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

- The property be voluntarily annexed is located on 30th Avenue Drive NW
between 25th Avenue Drive NW and 30th Ave NW
and is shown in more detail on the attached survey.

PIN NO. (S) : 370411550162

Physical (Street) Address: 920 30th Avenue Drive NW

- The property is owned by: (please print) Pride Design Construction Inc.
 (Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

Owner Information:

Name: Pride Design Construction Inc.

Address: 602 39th Avenue NW, Hickory, NC 28601

Phone Number: 954 854-1863

- 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: _____

- 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.

[Signature]
Printed Name of Property Owner(s)

Samuel Prichici Vicente
Signature of Property Owner(s)

[Signature]
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 Samuel Prichici Vicente personally came before me this day an acknowledged the he/she is the President of Pride Design Construction 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 9th day of NOVEMBER, 2023.

My Commission Expires: 10-31-2026

Charity F. Nash
Notary Public



BUSINESS CORPORATION ANNUAL REPORT

1/6/2022
 NAME OF BUSINESS CORPORATION: PRIDE DESIGN CONSTRUCTION INC

SECRETARY OF STATE ID NUMBER: 2011820 STATE OF FORMATION: NC

REPORT FOR THE FISCAL YEAR END: 12/31/2022

Filing Office Use Only
 E - Filed Annual Report
 2011820
 CA202303303030
 2/2/2023 03:30
 Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Prichici, Samuel

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

602 39th Ave NW

602 39th Ave NW

Hickory, NC 28601 Burke County

Hickory, NC 28601

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Specialty Construction-Residential

2. PRINCIPAL OFFICE PHONE NUMBER: (971) 570-6968

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

602 39th Ave NW

602 39th Ave NW

Hickory, NC 28601

Hickory, NC 28601

6. Select one of the following if applicable. (Optional see instructions)

The company is a veteran-owned small business

The company is a service-disabled veteran-owned small business

SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: Samuel Prichici

NAME: _____

NAME: _____

TITLE: President

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

603 39th Ave NW

Hickory, NC 28601

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Samuel Prichici

2/2/2023

SIGNATURE

DATE

Form must be signed by an officer listed under Section C of this form.

Samuel Prichici

President

Print or Type Name of Officer

Print or Type Title of Officer

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

FILED ELECTRONICALLY
CATAWBA COUNTY NC
DONNA HICKS SPENCER

FILED May 23, 2022
AT 11:02:00 AM
BOOK 03746
START PAGE 1045
END PAGE 1047
INSTRUMENT # 11720
EXCISE TAX \$70.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$70.00

Parcel Identifier No. 370411552101 & 370411550162 Verified by _____ County on the _____ day of _____, 20____

By: _____

Mail/Box to: Pride Design Construction, Inc., 602 39th Avenue N.W., Hickory, NC 28601

This instrument was prepared by: Taylor Law Office, P.C., 419 2nd Street NW, Hickory, NC 28601

Brief description for the Index: Lots 1 & 2, Block A, W.B. Shuford Lake Property, Section 2, Plat Book 15, Page 7

THIS DEED made this 23rd day of May, 2022, by and between

GRANTOR

GRANTEE

Michael G. Kilby and wife, Sherri Stirewalt Kilby
924 N Center St
Hickory, NC 28601

Pride Design Construction, Inc.
602 39th Avenue N.W.
Hickory, NC 28601

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, parcel of land or condominium unit situated in Hickory Township, Catawba County, North Carolina and more particularly described as follows:

BEING ALL OF LOTS ONE (1) AND TWO (2), Block "A", W.B. Shuford Lake Property, Section 2, according to the plat thereof, recorded in Plat Book 15, Page 7 in the Office of the Register of Deeds of Catawba County, North Carolina, to which plat reference is hereby made for a more complete and particular description.

Address: 920 30th Avenue Drive N.W., Hickory, NC 28601 (Lot 2); 30th Avenue Drive N.W. (Lot 1)

Parcel ID: 370411550162 (Lot 2); 370411552101 (Lot 1)

3746-1046

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3244 page 509.

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

A map showing the above described property is recorded in Plat Book 15 page 7.

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. AdValorem Taxes for this year and subsequent years
2. Easements Rights of Way, Restrictions, Mineral Rights and any other matters of record

REST OF PAGE LEFT INTENTIONALLY BLANK

3746-1047

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

Michael G. Kilby (SEAL)
Print/Type Name: Michael G. Kilby

Sherri Stirewalt Kilby (SEAL)
Print/Type Name: Sherri Stirewalt Kilby

State of North Carolina - County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Michael G. Kilby and Sherri Stirewalt Kilby personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 23rd day of May, 2022.

My Commission Expires: 7-08-24

Paul E. Fogleman III

Notary Public



WEB

Contiguous Annexation

By The
 City of Hickory
 Known As The
 Pride Design Construction Inc. Property
 Hickory Township, Catawba County
 North Carolina
 Scale: 1" = 30' Date: 11/1/2023
 920 30th Avenue Drive NW
 HICKORY, NC 28601
 PIN: 370411550162
 Dead Book 3746 Page 1045

N.C.G.S. 47-30 (j)
 The provisions of this section shall not apply to boundary plats of areas annexed by municipalities nor to plats of municipal boundaries, whether or not required by law to be recorded.

North Carolina Catawba County

The property on this plat was duly approved for annexation by the City Council of the City of Hickory on the _____ day of _____, 2023 and an ordinance duly adopted and certified and this map is hereby ordered to be recorded in accordance with NCGS 160A-55.

By: _____ Mayor, City of Hickory

Attest: _____ City Clerk

State of North Carolina
 County of Catawba

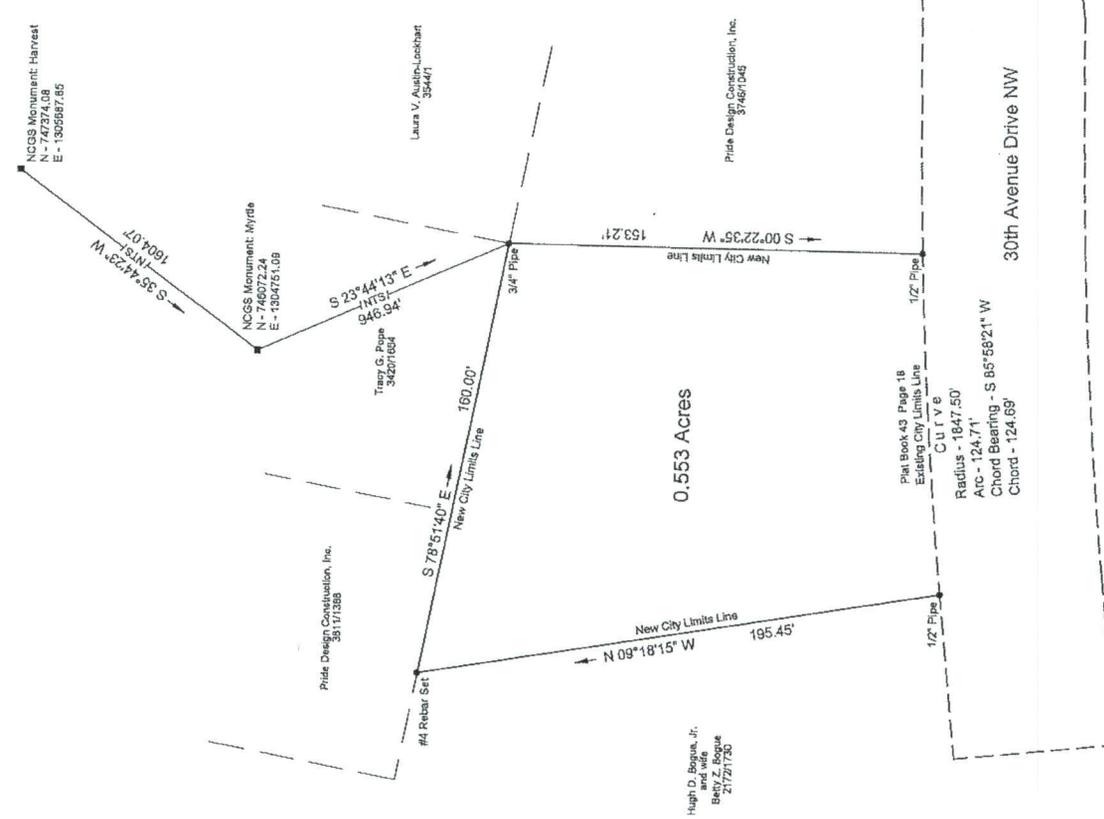
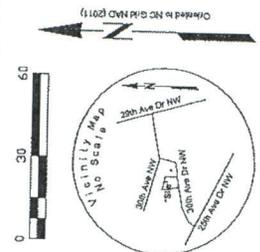
I, a Notary Public of the County and State aforesaid, certify that

_____ personally appeared before me this _____ day and acknowledged that she is the City Clerk of the City of Hickory, North Carolina Municipal Corporation, and that by authority duly given to her by the City Council of the City of Hickory, the foregoing instrument was signed, sealed, and by its Mayor, sealed with its Corporate Seal, and attested by her as its Clerk.

Witness my and hand and Official Stamp or Seal this _____ day of _____, 20____

Notary Public _____

My Commission Expires _____



State of North Carolina Catawba County
 I, _____ a Review Officer of Catawba County Certify on this _____ day of _____, 20____ that the map to which this certification is affixed meets all statutory requirements for recording.

Review Officer _____

Marcus H. Miller, PLS-3481
 522 Virginia Ave.
 Statesville, NC 28677
 704-509-0512
 mmlandsurveying@gmail.com
 File Name: 30thavedrwn620

- Notes:
1. Area computed by coordinate computation.
 2. Property subject to any easements and rights of way either recorded or unrecorded.
 3. Property and adjoining properties are zoned R-2. (City of Hickory)
 4. Property tied to the NC Grid System. Combined Grid Factor: 0.99998977
 Horizontal ground distances shown

Contiguous Annexation
by the
City of Hickory
known as the
Pride Design Construction Inc. Property

That certain parcel or tract of land lying and being about 2.94 miles north northwest of the center of the City of Hickory. Bounded on the south by the right-of-way of 30th Avenue Drive NW; on the west by the lands of Hugh D. Bogue and wife Betty Z. Bogue as described in Deed Book 172 at Page 1730; on the north by the lands of Pride Design Construction, Inc. as described in Deed Book 3811 at Page 1388, Tracy G. Pope as described in Deed Book 3420 at Page 1654, Laura V. Austin-Lockhart; on the east by the lands of Pride Design Construction, Inc. as described in Deed Book 3746 at Page 1045 and more particularly described as follows, to wit.

Beginning at a ¾" pipe, the northwest corner of the lands of Pride Design Construction, Inc. as described in Deed Book 3746 at Page 1045, located South 23 degrees 44 minutes 13 seconds East 946.94 feet from NCGS Monument "Myrtle", said monument having N.C. grid coordinates (NAD 83/2011) of N 746,072.24, E 1,304,751.09 and running thence, as new City of Hickory city limits and with the west line of Pride Design Construction, Inc. as described in Deed Book 3746 at Page 1045, South 00 degrees 22 minutes 35 seconds West 153.21 feet to a ½" pipe on the north right-of-way of 30th Avenue Drive NW; thence, as existing City of Hickory city limits and a concave curve to the left, said curve having radius of 1847.50 feet, an arc length of 124.71 feet and a chord bearing and distance of South 85 degrees 58 minutes 21 seconds West 124.89 feet to a ½" pipe, the southeast corner of the lands of Hugh D. Bogue and wife Betty Z. Bogue as described in Deed Book 172 at Page 1730; thence, as new City of Hickory city limits and the east line of Bogue North 09 degrees 18 minutes 15 seconds West 195.45 feet to a #4 rebar, in the south line of the lands of Pride Design Construction, Inc. as described in Deed Book 3811 at Page 1388; thence, with the south line of Pride Design Construction, Inc. and Tracy G. Pope as described in Deed Book 3420 at Page 1654, South 78 degrees 51 minutes 40 seconds East 160.00 feet to the point of beginning. Containing 0.553 acres more or less.

This description was drawn from a plat by Marcus H. Miller, PLS L-3481 entitled "Contiguous Annexation by the City of Hickory known as the Pride Design Construction, Inc." dated November 1, 2023.

VOLUNTARY CONTIGUOUS ANNEXATION ANALYSIS

APPLICANT: Pride Design Construction Inc.

AGENT: Samuel Prichici

PROPERTY LOCATION: 920 30th Avenue Drive NW

PIN: 3704-11-55-0162

REQUESTED ACTION: The request is for a voluntary contiguous annexation.

WARD: If annexed, this property will be located in Ward 6 (Councilwoman Patton).

ACREAGE: 0.553 acres

DEVELOPMENT POTENTIAL: The property is currently vacant and located within the City's Extra Territorial Jurisdiction (ETJ). The property is zoned R-2, which permits residential development at 4 dwelling units per acre. Given its size, a property division could create two building lots; however, the owner intends to build a single home on the property.

TAX VALUE: The current tax value of the property is \$16,100. If annexed, the vacant property would generate \$73.00 in additional tax revenues.

POPULATION INCREASES: The owner intends to construct one single-family residence on the property. When the home is complete and occupied 2 to 3 additional residents could potentially be added to the City's population. This estimate is based upon the U.S. Census Bureau's residential household size estimate for single-family dwellings in the city, which is 2.35 persons per household.

SCHOOL DISTRICTS: The property is located within the jurisdictional area of the Hickory City School System, and located in the following school districts:

School Type	School District	Student Multiplier Per Dwelling	Number of Potential or Existing Dwelling Units	Potential Additional Students
Elementary	Jenkins	0.24	1	0-1
Middle	Northview	0.08	1	0-1
High	Hickory	0.10	1	0-1

**Note: The student multipliers above reflect estimates and are for single-family dwellings only.*

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

- **North:** The properties are zoned R-2 Residential and occupied by single family homes.

- **South:** The properties are zoned R-2 Residential and occupied by single family homes.
- **East:** The properties are zoned R-2 Residential and are wooded.
- **West:** The properties are zoned R-2 Residential and are wooded.

UTILITY SERVICE: Water and sewer are available to serve the property. The builder will be responsible for all necessary costs for connections.

ACCESS: Access to the subject property is from 30th Avenue Drive NW, which is maintained by the North Carolina Department of Transportation (SR 1368).

DISTANCE FROM CITY LIMITS (See Map 1): The property is contiguous to the proper city boundary along part of its southern boundary.

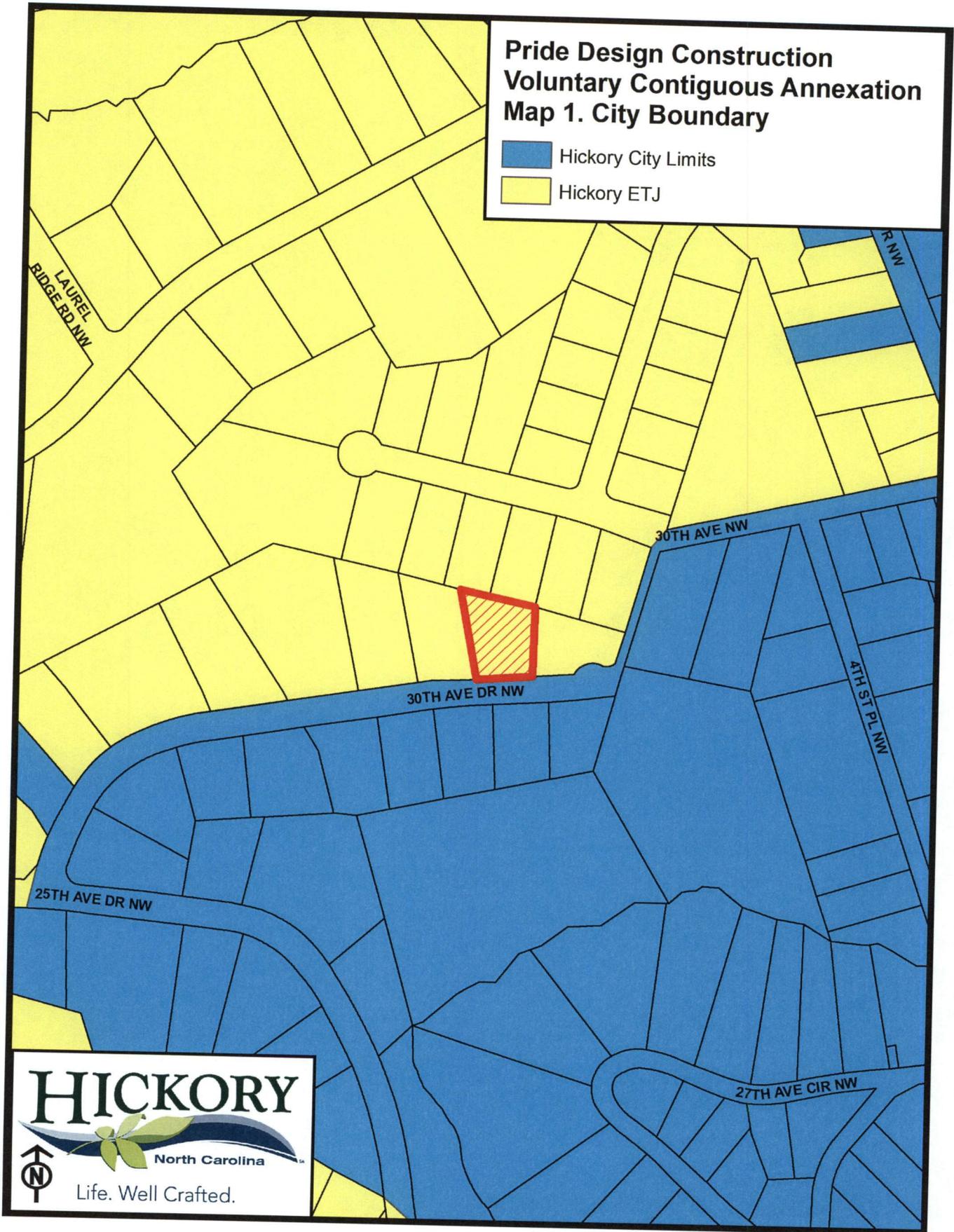
STAFF COMMENTS:

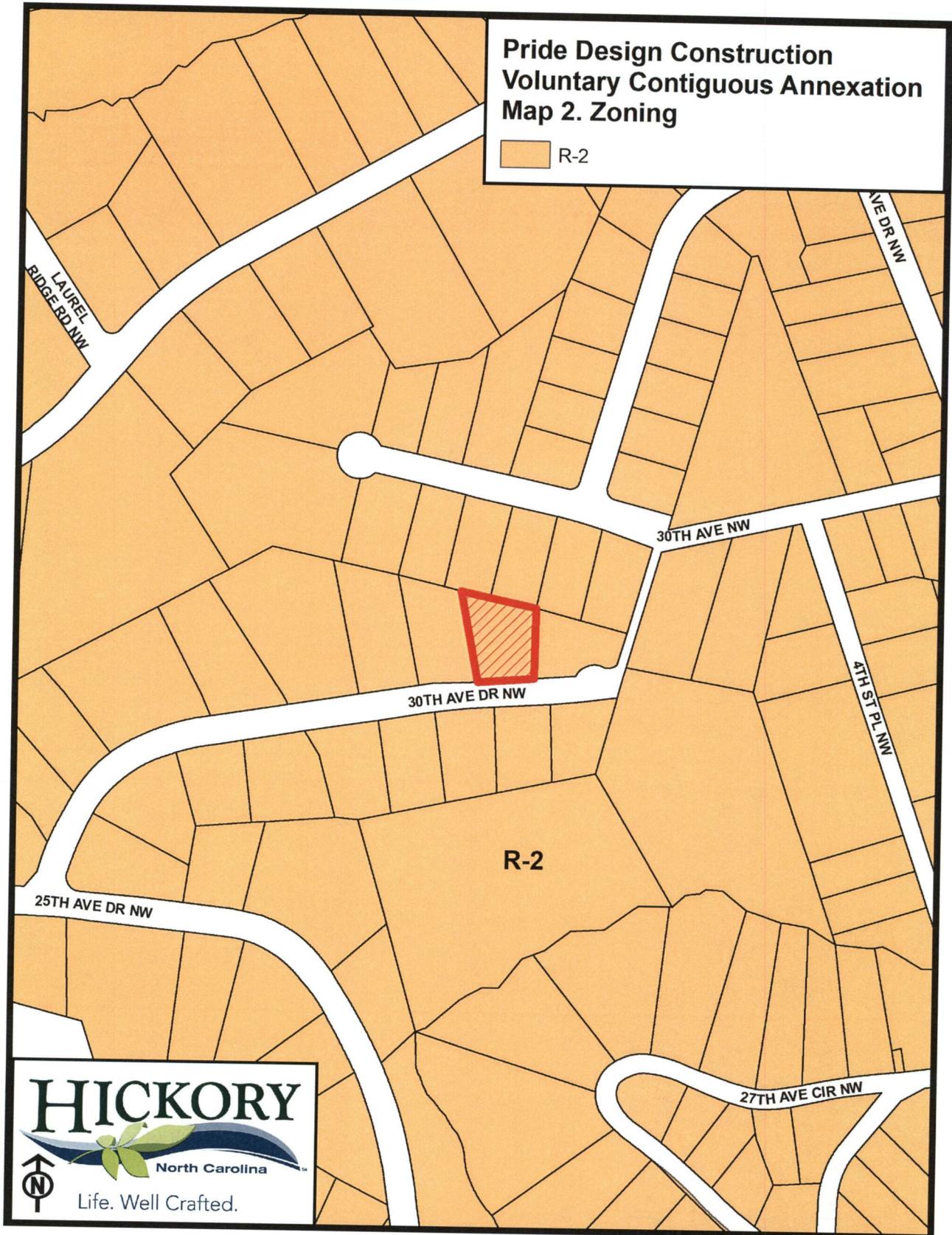
- **Fire:** Annexation of this property would not adversely affect the fire department's operations at this time. The property is currently adjacent to HFD Station 6's response area.
- **Police Department:** Annexation would not adversely affect the police department. The property, upon annexation, would be in Adam PACT.
- **Engineering:** No objections.
- **Planning:** No objections.
- **Public Services:** No objections.
- **Public Utilities:** Water and sewer are currently available to serve the property.
- **Legal:** No objections.
- **City Manager's Office:** No objections.

STAFF RECOMMENDATION: Upon evaluation staff has found the following:

1. The voluntary contiguous 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 property, subject to the comments provided above.
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.





**Pride Design Construction
Voluntary Contiguous Annexation
Map 3. Aerial Photography**



Prepared by: Arnita Dula, Deputy City Attorney, City of Hickory
P.O. Box 398, Hickory, NC 28603-0398

ANNEXATION ORDINANCE NO. 497

VOLUNTARY ANNEXATION ORDINANCE (CONTIGUOUS)

Pride Design Construction, Inc.

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

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

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

WHEREAS, the City Clerk has certified to the sufficiency of said request, and a public hearing on the question of this annexation was held in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina, at 6:00 p.m. on the 19th day of December, 2023; and

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

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

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

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

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

**Contiguous Annexation
by the
City of Hickory
known as the
Pride Design Construction Inc. Property**

That certain parcel or tract of land lying and being about 2.94 miles north northwest of the center of the City of Hickory. Bounded on the south by the right-of-way of 30th Avenue Drive NW; on the west by the lands of Hugh D. Bogue and wife Betty Z. Bogue as described in Deed Book 172 at Page 1730; on the north by the lands of Pride Design Construction, Inc. as described in Deed Book 3811 at Page 1388, Tracy G. Pope as described in Deed Book 3420 at Page 1654, Laura V. Austin-Lockhart; on the east by the lands of Pride Design Construction, Inc. as described in Deed Book 3746 at Page 1045 and more particularly described as follows, to wit.

Beginning at a $\frac{3}{4}$ " pipe, the northwest corner of the lands of Pride Design Construction, Inc. as described in Deed Book 3746 at Page 1045, located South 23 degrees 44 minutes 13 seconds East 946.94 feet from NCGS Monument "Myrtle", said monument having N.C. grid coordinates (NAD 83/2011) of N

746,072.24, E 1,304,751.09 and running thence, as new City of Hickory city limits and with the west line of Pride Design Construction, Inc. as described in Deed Book 3746 at Page 1045, South 00 degrees 22 minutes 35 seconds West 153.21 feet to a ½" pipe on the north right-of-way of 30th Avenue Drive NW; thence, as existing City of Hickory city limits and a concave curve to the left, said curve having radius of 1847.50 feet, an arc length of 124.71 feet and a chord bearing and distance of South 85 degrees 58 minutes 21 seconds West 124.89 feet to a ½" pipe, the southeast corner of the lands of Hugh D. Bogue and wife Betty Z. Bogue as described in Deed Book 172 at Page 1730; thence, as new City of Hickory city limits and the east line of Bogue North 09 degrees 18 minutes 15 seconds West 195.45 feet to a #4 rebar, in the south line of the lands of Pride Design Construction, Inc. as described in Deed Book 3811 at Page 1388; thence, with the south line of Pride Design Construction, Inc. and Tracy G. Pope as described in Deed Book 3420 at Page 1654, South 78 degrees 51 minutes 40 seconds East 160.00 feet to the point of beginning. Containing 0.553 acres more or less.

This description was drawn from a plat by Marcus H. Miller, PLS L-3481 entitled "Contiguous Annexation by the City of Hickory known as the Pride Design Construction, Inc." dated November 1, 2023.

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following-described contiguous territory is hereby annexed and made a part of the City of Hickory as of the 31st day of December, 2023:

Section 2. Upon and after the 31st day of December 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hickory and shall be entitled to the same privileges and benefits as other parts of the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10, as amended.

Section 3. The newly annexed territory described herein shall become part of Ward No. 6 of the City of Hickory.

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

ADOPTED THIS 19th DAY OF DECEMBER, 2023.

Hank Guess, Mayor

Warren Wood, City Manager

Approved As To Form:

Arnita M. Dula, Deputy City Attorney

CERTIFICATION OF ANNEXATION ORDINANCE

NORTH CAROLINA
CATAWBA COUNTY
CITY OF HICKORY

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the Annexation Ordinance of Pride Design Construction, Inc. was adopted at a regular meeting of the Hickory City Council held on December 19, 2023, and that said Ordinance is in full force and effective on December 31, 2023.

City Clerk

NORTH CAROLINA
CATAWBA COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Debbie D. Miller, City Clerk for the City of Hickory, personally appeared before me this date and acknowledged the due execution of the foregoing certificate for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

2

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Office of Business Development – Planning and Development

Contact Person: Cal Overby, Planning Manager

Date: December 7, 2023

Re: Consideration of Rezoning Petition 23-07

REQUEST

Consideration of Rezoning Petition 23-07.

BACKGROUND

Michael and Kem Edward Pollard, requests consideration of the rezoning of their property located at 2239 Robinson Road (including three additional parcels) from R-1 Residential to R-2 Residential. The property has been annexed, and during the process the owners requested the property be rezoned to R-2 Residential.

ANALYSIS

The subject property is currently zoned R-1 Residential, and totals 62.873 acres in total size. The current R-1 district provides areas for the development of low density residential development, which includes single-family and two-family development at a rate of 2 dwelling units per acre.

The requested R-2 Residential provides areas for the development of low to medium density residential development, which includes primarily single-family development at a rate of 4 dwelling units per acre.

RECOMMENDATION

The Hickory Regional Planning Commission conducted a public hearing on December 6, 2023 to consider the petition. During the public hearing, the agent and their project engineer spoke in favor of the rezoning petition, while four (4) neighboring residents and property owners spoke in opposition.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

CITIZEN INPUT

As of December 7, 2023, staff has received two (2) inquiries regarding this petition.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian M. Frazier 12/07/2023
Initiating Department Head Date

Rodney Miller 12/12/23
Asst. City Manager, R. Miller Date

M. Miller 12/12/23
Finance Officer, M. Miller Date

M. Miller 12/13/23
Asst City mg Date

Deputy City Attorney, A. Dula _____
Date

R. Beasley 12/12/23
Asst. City Manager R. Beasley Date

R. Cameron 12-13-23
Date

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

W. Wood
City Manager, W. Wood

12.13.23
Date

REZONING ANALYSIS

PETITION: 23-07

APPLICANT: Prestige Acquisitions, LLC, agent for the property owners.

OWNERS: Micheal Edward Pollard

PROPERTY LOCATION: 2239 Robinson Road

PIN: 371110452075, 371114344769, 371114442597, 371114348055

WARD: Upon annexation, these properties will be located in Ward 4 (Councilman Freeman).

ACREAGE: 62.873 acres.

REQUESTED ACTION: Rezone the properties from R-1 Residential to R-2 Residential.

BACKGROUND: The properties are currently located within the City's extra-territorial jurisdiction (ETJ) and zoned R-1 Residential. The properties are used largely for agricultural uses, but contain one single-family dwelling. The properties were annexed into the City of Hickory on December 5, 2023.

DEVELOPMENT POTENTIAL: The 62.873 acre property is zoned R-1 Residential. This district permits residential uses (single and two family) at maximum density of 2 dwelling units per acre, which could potentially produce up to 125 new dwelling units.

The requested R-2 Residential district permits residential uses (single-family only) at a maximum density of 4 dwelling units per acre, which could potentially produce up to 250 new dwelling units.

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 (Hickory by Choice 2030)* and the stated Purpose and Intent of this Land Development Code;

The general area is classified as Low Density Residential 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.) (Please refer to Map 1 for detail).

The Hickory by Choice 2030 Comprehensive Plan states the following about Low Density Residential areas: "This land use category is intended to provide an area of transition between higher density housing in Hickory and the surrounding rural areas by offering development at two to four units per acre." (HBC 2030, Pg. 25).

Given these factors, the rezoning of the properties to R-2 Residential should be considered consistent with the findings and recommendations of the Hickory by Choice (2030) Comprehensive Plan.

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 properties are located in an area identified by the Hickory by Choice 2030 Comprehensive Plan as a residential area with recommended development density from 2 to 4 dwelling units per acre. The permissible uses and density maximum of the R-2 Residential district will work towards implementing the HBC 2030 Plan as was intended. The R-2 district is primarily residential in nature and limits development to a maximum density of 4 dwelling units per acre.

- Preserve and protect land, air, water and environmental resources and property values.

All improvements that are to take place on the properties will be mandated 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 have access to a NCDOT maintained roadway (Robinson Road / SR 1146), as well as access to public utilities. The property owner will be responsible for any necessary extensions needed for services. The land-use pattern of the area, with the inclusion of the subject properties, represents an efficient use of public services, and the wise use of public funding.

- Regulate the type and intensity of development; and

The current land use pattern of the larger area consists largely of residential uses. The future use of the properties is best suited to further the existing development pattern of the area. Public resources to provide critical public services are in place or will be provided by the property owner / developer to service the development. These include public utilities and transportation infrastructure.

- Ensure protection from fire, flood and other dangers.

The subject properties 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 property are properly protected as prescribed by law.

2. Existing land uses within the general vicinity of the subject property (**Please refer to Maps below for more detail**):

- **North:** The properties are zoned Low Density Residential (R-1) and are occupied by residences or vacant.
- **South:** The properties are zoned Low Density Residential (R-1) and are occupied by residences or vacant.

- **East:** The properties are zoned Low Density Residential (R-1) and are occupied by residences or vacant.
 - **West:** The properties are zoned Low Density Residential (R-1) and are occupied by residences or vacant.
3. The suitability of the subject properties for the uses permitted under the existing and proposed zoning classification:

The current zoning and use of the larger area is predominately residential and agricultural. The current district permits residential as its primary use. The permissible uses within the requested district are predominantly single-family residential.

4. The extent to which zoning will detrimentally affect properties within the general vicinity of the subject property:

Given the similarity of the current and requested districts, conflicts in use types would not be anticipated, nor expected to cause detrimental impacts on the surrounding area.

5. 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.

Public resources to provide critical public services are in place or will be put in place by the property owner should construction or development occur. These include public utilities, transportation infrastructure, as well as police and fire protection.

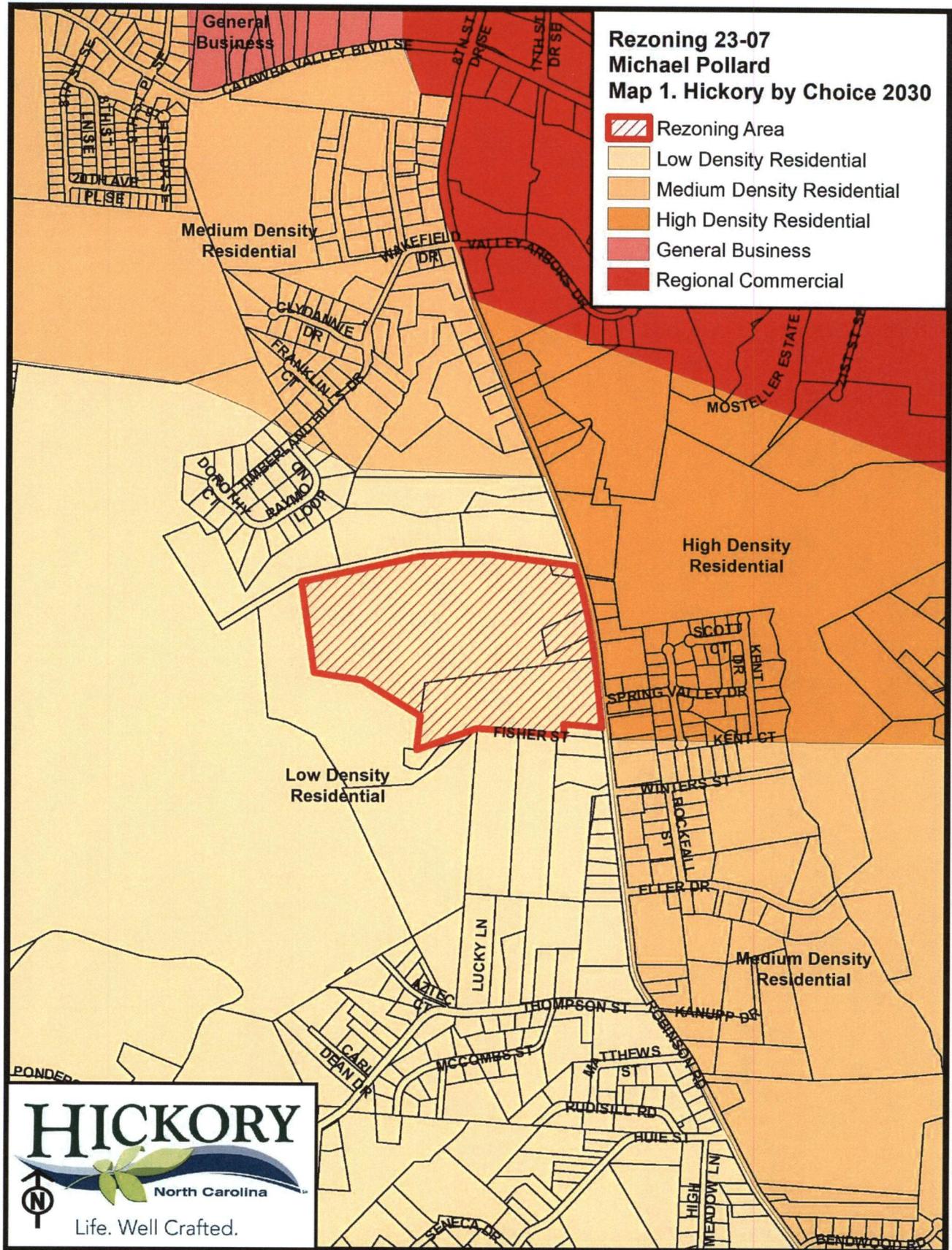
6. The proposed amendment (zoning map) will protect public health, safety, and general welfare.

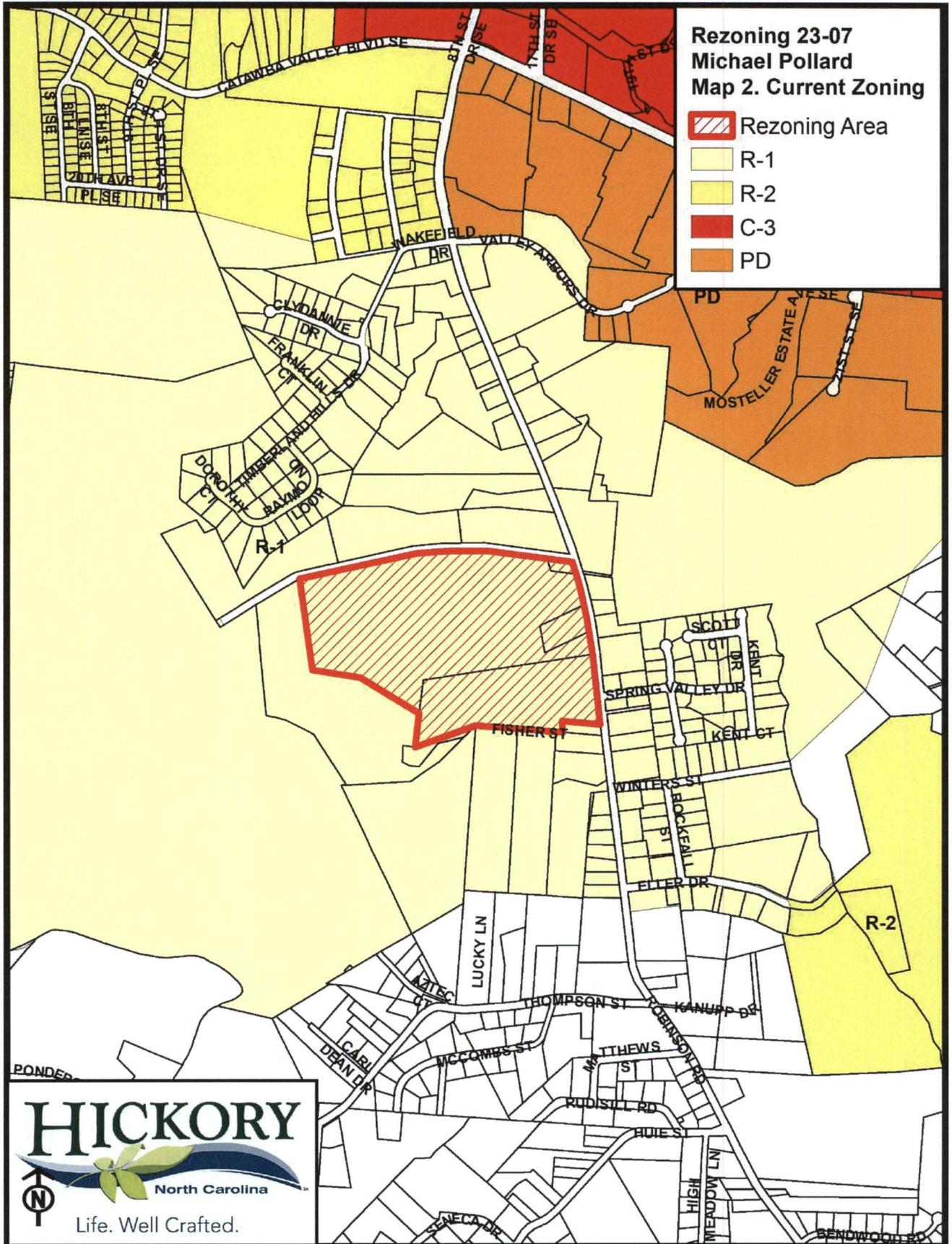
Any future development that occurs of the subject properties as the result of the zoning map amendment, will be required to be adhere to regulations related to zoning, building and fire code, traffic, stormwater, etc.; which will work in conjunction with one another to ensure the health and safety of residents and visitors are properly protected.

RECOMMENDED ACTION:

The Hickory Regional Planning Commission conducted a public hearing on December 6, 2023 to consider the petition. During the public hearing, the agent and their project engineer spoke in favor of the rezoning petition, while four (4) neighboring residents and property owners spoke in opposition.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.









**HICKORY REGIONAL PLANNING COMMISSION
ZONING MAP AMENDMENT CONSISTENCY STATEMENT**

On December 6, 2023 the Hickory Regional Planning Commission conducted a Public Hearing for the purpose of considering Rezoning Petition 23-07. Upon consideration, the Hickory Regional Planning Commission found:

1. The Hickory by Choice 2030 Comprehensive Plan states the following about Low Density Residential areas: "This land use category is intended to provide an area of transition between higher density housing in Hickory and the surrounding rural areas by offering development at two to four units per acre." (HBC 2030, Pg. 25). The comprehensive plan also indicates a density of 2 to 4 dwelling units per acre is appropriate for the Low Density Residential classification.
2. The properties are located in an area identified by the Hickory by Choice 2030 Comprehensive Plan as a residential area with development density from 2 to 4 dwelling units per acre. The permissible uses and density maximum of the R-2 Residential district will work towards implementing the HBC 2030 Plan as was intended. The R-2 district is primarily residential in nature and limits development to a maximum density of 4 dwelling units per acre.
3. The property has ingress and egress access via Robinson Road, which is state maintained. The land-use pattern in the area, which includes the subject property, represents an efficient use of public services, and the wise use of public funding.
4. The current land use pattern of the larger area consists largely of residential uses. The future use of the property is best suited to further the existing development pattern of the area. Public resources to provide critical public services are in place or will be provided by the property owner / developer to service the development. These include public utilities and transportation infrastructure.
5. Public resources to provide critical public services are or will be in place to service the property, if developed. These include public utilities and transportation infrastructure.
6. Any future development occurring on the subject properties shall 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 property are properly protected as prescribed by law.
7. Public resources to provide critical public services are or will be in place to service the property. These include public utilities, transportation infrastructure, as well as police and fire protection.

8. The subject property 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.

Based upon these findings, the Hickory Regional Planning Commission has found Rezoning Petition 23-07 to be consistent with the findings and recommendations of plans outlining development in the area and recommends Hickory City Council approval of the petition.



Bill McBrayer, Chairman

12/4/23

Date

**CITY OF HICKORY
APPLICATION FOR REZONING (NON PD OR CZ)**

DATE SUBMITTED: 10-5-2023

TO THE PLANNING COMMISSION AND THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I (We), the undersigned, do hereby respectfully make application and petition to amend the Zoning Map of the City of Hickory, as hereinafter requested, and in support of this application, the following facts are shown of the application and all required materials):

1. The property proposed to be rezoned is located on Robinson Road
between Fisher Street and Wakefield Drive.
PIN NO. (S): 371114344769, 371110452075, 371114442597, & 371114348055
Physical (Street) Address: 2239 Robinson Road

2. The property is owned by: (please print) Michael Edward Pollard
(Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)
Owner Information:
Name: Michael Edward Pollard
Address: 9032 Coatbridge Dr., Oxford, MS 38655
Phone Number: _____
Email Address: _____

3. The petition is submitted by: Prestige Acquisitions, LLC
(If the Petition is submitted by someone other than the owner, a letter from the owner(s) authorizing the agent to act on his or her behalf must be submitted with the application. This authorization must be signed and notarized by all owners having an interest in the subject property.)
Agent Information:
Name: Alex Bonda alex.bonda@prestigecorp.com
Address: 7224 Jameson Way, Stanley, NC 28164
Phone Number: 803-979-7172

4. It is desired and requested that the foregoing property be REZONED:

FROM: R-1 TO: R-2

5. Please list the current use(s) of the property: Residence, mostly wooded and vacant

5. OWNER'S AFFIDAVIT

We, the undersigned owner(s), hereby certify that the information contained herein and submitted in support of this application is true and correct.

Michael Edward Pollard
Printed Name of Owner

[Signature]
Signature of Owner

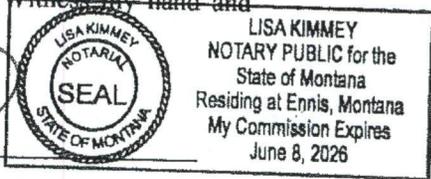
(Please choose the appropriate notary block)

State of Montana - County of Madison

I, the undersigned Notary Public of the County and State aforesaid, certify that Michael Edward Pollard 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 12th day of September, 2023.

My Commission Expires: 6-8-2026

[Signature]
Notary Public



State of North Carolina - County of _____

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

My Commission Expires: _____

Notary Public

This Application must be submitted to the Planning Department by 5:00 p.m. on the last regular working day of the month preceding the meeting at which it is to be considered by the Planning Commission. Only complete applications will be accepted.

CITY OF HICKORY
APPLICATION FOR REZONING (NON PD OR CZ)

DATE SUBMITTED: 10-25-2023

TO THE PLANNING COMMISSION AND THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I (We), the undersigned, do hereby respectfully make application and petition to amend the Zoning Map of the City of Hickory, as hereinafter requested, and in support of this application, the following facts are shown of the application and all required materials):

1. The property proposed to be rezoned is located on Robinson Road
between Fisher Street and Wakefield Drive

PIN NO. (S): 371114344769, 371110452075, 371114442597, & 371114348055

Physical (Street) Address: 2239 Robinson Road

2. The property is owned by: (please print) Michael Edward Pollard & Kem K Pollard

(Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

Owner Information:

Name: Kem K Pollard

Address: 9032 Coatbridge Drive Oxford, MS 38655

Phone Number: 901-413-2703

Email Address: kkpollard@bellsouth.net

3. The petition is submitted by: Prestige Acquisitions, LLC

(If the Petition is submitted by someone other than the owner, a letter from the owner(s) authorizing the agent to act on his or her behalf must be submitted with the application. This authorization must be signed and notarized by all owners having an interest in the subject property.)

Agent Information:

Name: Alex Bonda

Address: 7224 Jameson Way, Stanley, NC 28164

Phone Number: 803-979-7172

City of Hickory Rezoning Application (Non-PD or CZ)

Page 1 of 2 (2022 Edition)

4. It is desired and requested that the foregoing property be REZONED:

FROM: R-1 TO: R-2

5. Please list the current use(s) of the property: Residence, mostly wooded and vacant

5. OWNER'S AFFIDAVIT

We, the undersigned owner(s), hereby certify that the information contained herein and submitted in support of this application is true and correct.

Kem K Pollard
Printed Name of Owner

Kem K. Pollard
Signature of Owner

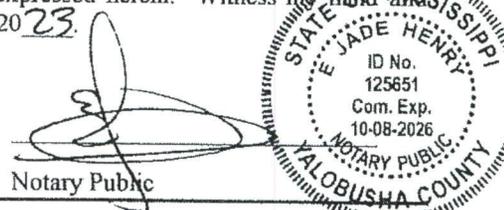
(Please choose the appropriate notary block)

State of MS - County of Yalobusha

I, the undersigned Notary Public of the County and State aforesaid, certify that Kem K. Pollard 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 11 day of October, 2023.

MY COMMISSION EXPIRES OCTOBER 8, 2026

My Commission Expires: _____



Notary Public

State of _____ - County of _____

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

My Commission Expires: _____

Notary Public

This Application must be submitted to the Planning Department by 5:00 p.m. on the last regular working day of the month preceding the meeting at which it is to be considered by the Planning Commission. Only complete applications will be accepted.

FILED ELECTRONICALLY
CATAWBA COUNTY NC
DONNA HICKS SPENCER

FILED Jul 20, 2018
AT 11:02:00 AM
BOOK 03463
START PAGE 0608
END PAGE 0611
INSTRUMENT # 12058
EXCISE TAX \$5.00

**NORTH CAROLINA GENERAL WARRANTY DEED
(Joint Tenants with Right of Survivorship)**

Excise Tax: \$5.00

Parcel Identifier No. 3711-14-44-2597; 3711-10-45-2075; 3711-14-34-4769; 3711-14-34-8055 Verified by _____
County on the ____ day of _____, 20____
By: _____

Mail/Box to: Casey W. Pope, Patrick, Harper & Dixon LLP, PO Box 218, Hickory, NC 28603

This instrument was prepared by: Casey W. Pope, Patrick, Harper & Dixon LLP, PO Box 218, Hickory, NC 28603

Brief description for the Index: 2239 Robinson Road, Newton and three adjacent tracts off Robinson Road

THIS DEED made this 18th day of July, 2018, by and between

GRANTOR	GRANTEE
Ruth Bolick Pollard, widow 2239 Robinson Road Newton, NC 28658	Ruth Bolick Pollard, widow 2239 Robinson Road Newton, NC 28658
	Michael Edward Pollard, married 4585 Walnut Grove Memphis, TN 38117
	As joint tenants with right of survivorship, and not as tenants in common, and in the following properties: to Ruth Bolick Pollard, a 99% undivided interest, and to Michael Edward Pollard, a 1% undivided interest.

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 Grantees, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantees in fee simple, as joint tenants with right of survivorship, and not as tenants in common, a 99% undivided interest unto Ruth Bolick Pollard and a 1% undivided interest unto Michael Edward Pollard, in that certain lot or parcel of land situated in Hickory Township, Catawba County, North Carolina and more particularly described as follows:

3463-0609

Tract 1 (PIN 3711-14-44-2597)

BEGINNING in the Robinson Road, opposite the Catalpa Tree and runs with the road North 15-3/4° West 210 feet to a stake in the road; thence Southwest between two white oak trees growing from same stump, 420 feet to a stake; thence South 15-3/4° East 210 feet to a stake; thence parallel with the North line to the BEGINNING, containing two acres, more or less, and known as the George W. Bolick home place.

Being the same property as indicated in the Deed recorded in Book 1202, Page 373, Catawba County Registry. For further reference to chain of title, see the Deed recorded in Book 1202 Page 373, Catawba County Registry.

Tract 2 (PIN 3711-10-45-2075)

BEGINNING at a stake in the Southern line of Glenn Miller, on the Western edge of the Robinson Road, at a power pole, which point is 412 feet from the old corner, and runs thence with the Western edge of said Road, South 15° 45' East 100 feet to a stake, a new corner; thence a new line, North 81° 30' West 200 feet to a stake, another new corner; thence North 15° 45' West 100 feet to a stake in the Southern line of Glenn Miller's property; thence with his said line South 81° 30' East, 200 feet to the point of Beginning.

Containing 0.42 acres.

Being a parcel of land located in the North East part of the 44-1/2 acre tract described in that certain deed executed by George W. Bolick to the Grantor herein dated the 28th day of August, 1957, and recorded in Book 554 at page 189 in the Catawba County Registry, to which deed, reference is made for a partial chain of titles.

For further reference to chain of title, see the Deed recorded in Book 1125 Page 968, Catawba County Registry.

Tract 3 (PIN 3711-14-34-4769)

BEGINNING on a light pole on the West edge of Robinson Road 412 feet from the old corner, and runs with new lines the following courses and distances: North 81 1/2° west 706 feet South 86° West 339 feet to an iron stake, West 217 feet to an iron stake, South 77° West 945 feet to a dogwood, an old corner; thence with the old line South 9° East 44 poles to a Walnut, O B Cline's corner; thence with his line South 82° E 400 feet to a stone, O B Cline and George W. Bolick's corner of his 2-7/10th acres tract; thence South 59° East with the 2-7/10th Acre tract 33 poles to a stone in George W. Bolick's line; thence North 7° East with the old line (now R.L. Bolick) 270 feet to a stake, corner of 16 1/2 acre tract sold to R L Bolick; thence with his line North 80° East 1370 feet to a stake on West edge of Robinson Road; thence with the said road North 9 1/2° West 190 feet to an iron stake opposite a Catalpa tree; corner of the 2 acre dwelling house tract; thence South 65° West with the said tract 420 feet to an iron stake; thence North 15° 45' West with the said line 210 feet to an iron stake; thence North 65° East with the said line of the 2 acre tract 420 feet to an iron stake on the West edge of Robinson Road; thence with the road North 15° 45' West 348 feet to the light pole, the beginning corner, and containing 44 1/2 acres, more or less.

For further reference to chain of title, see the Deed recorded in Book 638 Page 524, Catawba County Registry.

Tract 4 (PIN 3711-14-34-8055)

BEGINNING on a pine stump, Fisher's corner and runs North 70° East 31 1/2 poles to a stone, J.T. Cline's corner; thence South 87° East 61 1/2 poles to a stone in Robinson road; thence with said road North 6 1/2° West 29 1/2 poles to a stake in the road; thence with the Road North 9 1/2° West 9 1/2 poles to a stake; thence South 80° West with a new line 1370 feet to a stake in the old line and Fisher's line; thence South 7° West with old line 530 feet to the BEGINNING, AND containing 16 1/2 acres, more or less.

From the above description is excepted a lot of land heretofore conveyed by George W. Bolick and wife, L.S. Bolick, which is known as the Whitener lot, facing on the Robinson Road.

For further reference to chain of title, see the Deed recorded in Book 570 Page 481, Catawba County Registry.

Grantor acquired the above referenced property by Deed recorded in Book 3463, Page 470, Catawba County Registry.

All of the property herein conveyed *does* include the primary residence of Grantor.

THE PREPARER OF THIS INSTRUMENT DID NOT SEARCH OR CERTIFY TITLE.

3463-0610

TO HAVE AND TO HOLD said undivided interest in and to the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantees in fee simple as joint tenants with right of survivorship, and not as tenants in common, in the following properties: To Ruth Bolick Pollard a 99% undivided interest, and to Michael Edward Pollard a 1% undivided interest.

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

1. All easements, restrictions, and rights-of-way of record; and
2. 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.

GRANTOR:

Ruth Bolick Pollard (SEAL)
Ruth Bolick Pollard

GRANTEES:

Ruth Bolick Pollard (SEAL)
Ruth Bolick Pollard

Michel Edward Pollard (SEAL)
Michel Edward Pollard

#997441

State of North Carolina

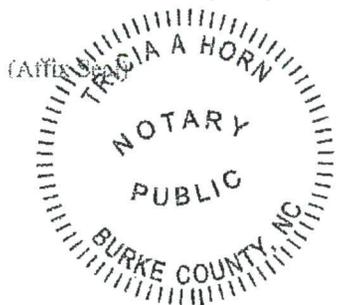
County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that **Ruth Bolick Pollard**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 18th day of July, 2018.

My Commission Expires: 11/24/2020

Tricia A. Horn
Notary Public

Tricia A. Horn
Notary's Printed or Typed Name



3463-0611

State of North Carolina

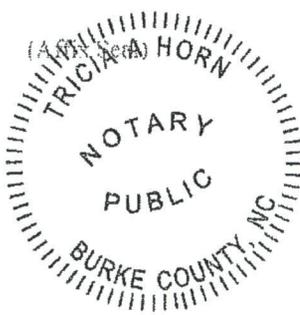
County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that **Michael Edward Pollard**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 18th day of July, 2018.

My Commission Expires: 11/24/2020

Tricia A. Horn
Notary Public

Tricia A. Horn
Notary's Printed or Typed Name



WEB

ORDINANCE NO. _____

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE OFFICIAL HICKORY ZONING ATLAS TO REZONE +/- 62.873 ACRES OF PROPERTY LOCATED AT 2239 ROBINSON ROAD, FROM R-1 RESIDENTIAL TO R-2 RESIDENTIAL.

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

WHEREAS, the property owner has been petitioned to rezone +/- 62.873 acres of property located at 2239 Robinson Road, more particularly described on **Exhibit A** attached hereto, to allow a R-2 Residential; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on December 6, 2023, 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 23-07 to be in conformance with the Hickory by Choice 2030 Comprehensive Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HICKORY, NORTH CAROLINA, THAT THE REZONING OF PROPERTY DESCRIBED IN EXHIBIT A IS APPROVED.

SECTION 1. Findings of fact.

- The subject properties are located 2239 Robinson Road, and identified as PINs 371110452075, 371114344769, 371114442597, 371114348055.
- The rezoning request is intended to further implement the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.
- 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. Statement of Consistency and Reasonableness

Ordinance NO. _____

Hickory City Council

Page 1 of 5

SECTION 3. Statement of Consistency and Reasonableness

Upon considering the matter, the Hickory City Council found:

The general area is classified as Low Density Residential by the Hickory by Choice 2030 Comprehensive Plan. The Hickory by Choice 2030 Comprehensive Plan states the following about Low Density Residential areas: "This land use category is intended to provide an area of transition between higher density housing in Hickory and the surrounding rural areas by offering development at two to four units per acre." The comprehensive plan also indicates a density of 2 to 4 dwelling units per acre is appropriate for the Low Density Residential classification.

Given these factors, the rezoning of the properties to R-2 Residential are consistent with the findings and recommendations of the Hickory by Choice (2030) Comprehensive Plan.

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 area under consideration for rezoning is indicated by the Hickory by Choice 2030 Comprehensive Plan as being an area for future low density residential development, which is what the R-2 Residential district provides.

- Preserve and protect land, air, water and environmental resources and property values.

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 property has access to a state-maintained roadway Robinson Road and also has access to water and sewer infrastructure. The land-use pattern of the area, with the inclusion of the subject property, represents an efficient use of public services, and the wise use of public funding.

Ordinance NO. _____
 Hickory City Council
 Page 2 of 5

- Regulate the type and intensity of development; and

The current land use pattern of the larger area consists largely of residential uses. The future use of the property is best suited to further the existing development pattern of the area. Public resources to provide critical public services are in place or will be provided by the property owner / developer to service the development. These include public utilities and transportation infrastructure.

- Ensure protection from fire, flood and other dangers.

The subject properties 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 property are properly protected as prescribed by law.

- The suitability of the subject property for the uses permitted under the existing and proposed zoning classification:

The current land use pattern of the larger area consists of single-family residences. The rezoning of the property to R-2 Residential would continue this development pattern.

- The extent to which zoning will detrimentally affect properties within the general vicinity of the subject property:

Given the similarity of the current and requested districts, conflicts in use types would not be anticipated, nor expected to cause detrimental impacts on the surrounding area.

- 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.

Public resources to provide critical public services are in place to service the area. These include public utilities transportation infrastructure, as well as police and fire protection.

- The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

The subject property is located within an area where the Hickory by Choice 2030 Comprehensive Plan anticipated residential development

Based upon these findings, the Hickory City Council has found Rezoning Petition 23-05 to be reasonable, and 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 _____, 2023.

(SEAL)

THE CITY OF HICKORY, a
North Carolina Municipal Corporation

Attest:

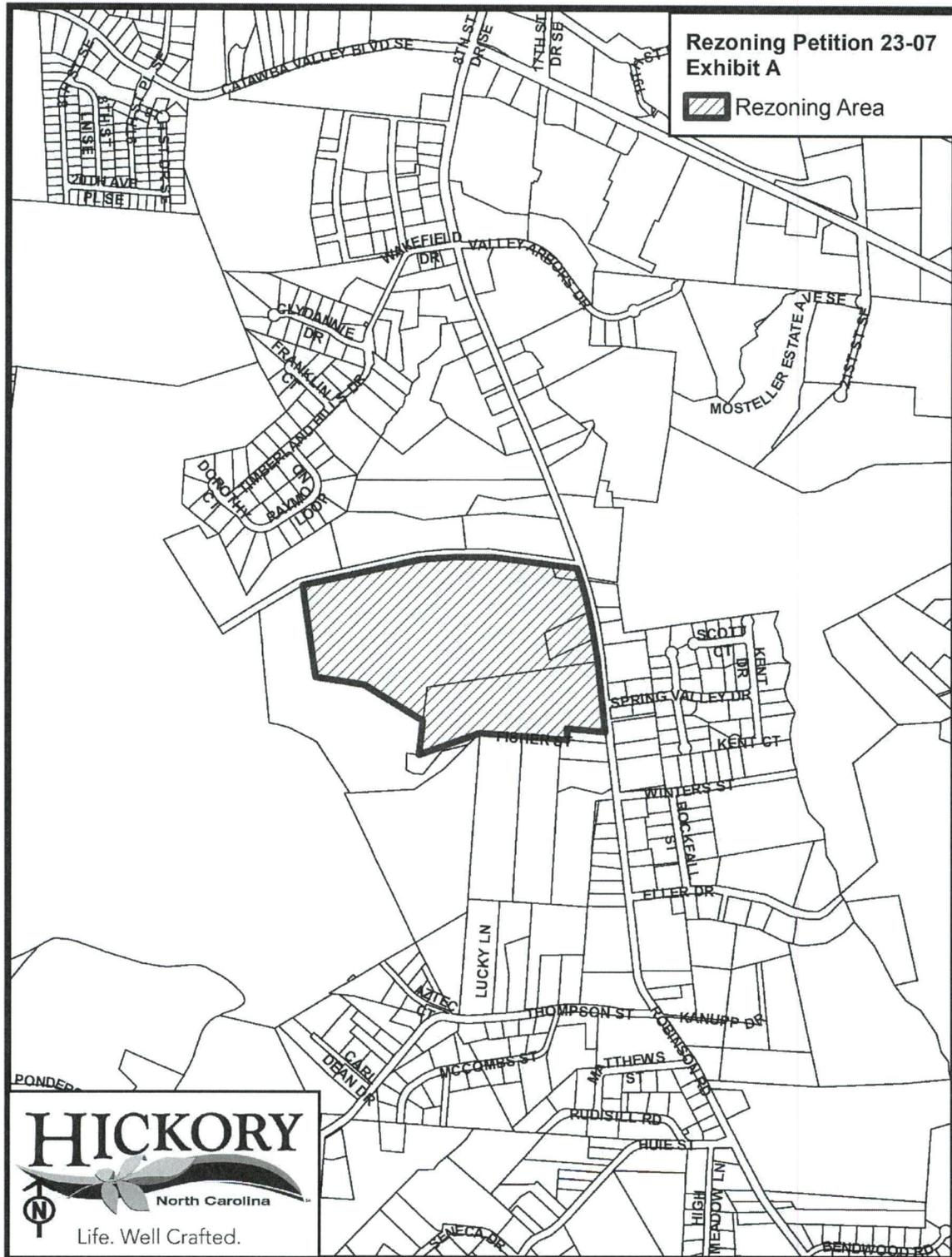
By: _____
Hank Guess, Mayor

Debbie D. Miller, City Clerk

Approved as to form this _____ day of _____, 2023.

Attorney for the City of Hickory

Ordinance NO. _____
Hickory City Council
Page 4 of 5



Ordinance NO. _____
Hickory City Council
Page 5 of 5