

A G E N D A

HICKORY CITY COUNCIL

December 1, 2020



7:00 p.m.



AGENDA
www.hickorync.gov

If you have any questions about any item on this agenda or if you need more information about any item in addition to the information contained in the agenda package, please call the City Manager at 323-7412. For more information about the City of Hickory go to: www.hickorync.gov.

Hickory City Council
76 North Center Street

December 1, 2020
7:00 p.m.

- I. Call to Order
- II. Invocation by Reverend Sandi Hood, Peace United Church of Christ Carolina Caring
- III. Pledge of Allegiance
- IV. Election of Mayor Pro Tempore for Calendar Year 2021 Pursuant to NC General Statute §160A-70 and Section 2-54 of the Hickory City Code
- V. Appointment of City Attorney for Calendar Year 2021 Pursuant to the Hickory City Code, Section 4.151 of the Charter
- VI. Special Presentations
 - A. Hickory Elks Lodge Flag Presentation – Presented by: Hickory Lodge President and USMC Veteran Gary Gantt; Colonel Tim Herndon, USMC Retired; Major Charlie Self, USAF Retired; and Major Jay Tate, US Army Retired
- VII. Persons Requesting to Be Heard
- VIII. Approval of Minutes
 - A. Regular Meeting of November 17, 2020. **(Exhibit VIII.A.)**
- IX. 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 9. **(First Reading Vote: Unanimous)**
 - B. Consideration of Rezoning Petition 20-03 of 18.264 Acres of Property Located at the Northeast and Southeast Corner of Snow Creek Road and 25th Street Place NE and 25th Street NE. **(First Reading Vote: Unanimous)**
- X. 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 XI.
 - A. Call for a Public Hearing for Consideration of a Voluntary Non-Contiguous Annexation of Property Owned by Reginald Sweat, Containing Approximately 1.199 acres of Property Located at 3597 Wandering Lane NE, Identified as PIN 3735-17-11-2352. **(Authorize Public Hearing for December 15, 2020, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). (Exhibit X.A.)**
 - B. Approval of Amendments to the Community Development Block Grant Small Business

Loan Program. **(Exhibit X.B.)**

In its 2020-2024 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing small business opportunities as a high priority need. This led to the creation of a new program in 2018 to provide small business loans to businesses looking for funding necessary to take their business to the next level and with the intent of creating jobs for low to moderate income persons. The Small Business Loan program offers loans of up to \$20,000 to business owners for business equipment. Applicants are required to submit a business plan and have a counseling session with a local business support organization and to create jobs for low to moderate income persons. The proposed amendments to the Small Business Loan Program will provide greater flexibility and open the program up to additional recipients. The substantive change is that the revised guidelines would permit loan recipients to use the loan proceeds for working capital provided they are able to provide existing business or personal collateral in the amount of the loan. The current guidelines only permit proceeds to be used for business equipment. This would permit businesses that do not have equipment needs to apply for funding if they need working capital to expand their business and create jobs. Businesses would be required to create or retain at least one job. At least 51 percent of the jobs created or retained must be for low- and moderate-income individuals. The Business Development Committee reviewed the proposed amendments at their November 4th meeting and recommend approval. Staff recommends approval of the amendments to the CDBG Small Business Loan Program.

- C. Approval of Naming Two Spaces at the Expanded Ridgeview Branch Library for Former City Councilmembers Z. Ann Hoyle and Webster Lytle. **(Exhibit X.C.)**

Ridgeview Branch Library is located at the corner of 1st Street SW and 7th Avenue SW next to Ridgeview Recreation Center and Taft Broome Park. The branch library is currently undergoing an expansion and renovation. Construction began in August 2020 and is expected to be complete in Summer 2021. As construction moves forward, naming opportunities are being considered within the building. Z. Ann Hoyle and Webster Lytle both represented Ward 4 as members of Hickory's City Council. It is appropriate to recognize their service through naming of new spaces at the expanded and renovated library branch. The following names are proposed: Z. Ann Hoyle Community Room. The 2,600 square foot addition includes a community meeting space to be used for library classes, community groups and special events. The gathering space will have a separate entrance and has space for up to 100 people. Webster Lytle Learning Commons. The main room of the renovated Branch Library will include popular reading materials for adults and teens, seating areas for reading and studying, public computer workstations and other technology equipment.

- D. Approval of an Agreement with North Carolina Department of Transportation for Grant Funds for Trivium Corporate Center Roadway Access Infrastructure Development. **(Exhibit X.D.)**

Staff requests Council's approval of an agreement with North Carolina Department of Transportation (NCDOT) for grant funds for Trivium Corporate Center roadway access infrastructure development. Trivium Business Park is the business park identified for bond proceeds for the bond referendum that was passed by the City of Hickory. This phase of the project generally consists of the extension of approximately 400 linear feet of Trivium Parkway and 1,150 linear feet of Trivium Court. The City and Catawba County Economic Development Corporation (EDC) submitted an application for North Carolina Department of Transportation funds and were approved for costs up to a maximum amount of \$1,316,435. The grant proceeds are to be used for roadway access infrastructure construction to continue Trivium Parkway and the construction of Trivium Court. Staff recommends Council's approval of an agreement with North Carolina Department of Transportation (NCDOT) for grant funds for Trivium Corporate Center roadway access infrastructure development.

- E. Acceptance of a Temporary Construction and Permanent Easement for the Property of

MNH Properties, LLC for Installation of Utilities Infrastructure. **(Exhibit X.E.)**

Staff requests acceptance of a temporary construction and permanent easement for the property of MNH Properties, LLC described as PIN: 3712-17-11-6309 for installation of utilities infrastructure. The easement is necessary for completion of the relocation of a sanitary sewer line to serve business property in the 1500 block of 7th Street SE, inside the City of Hickory. The existing infrastructure has failed due to a private storm drain failure. This failure has rendered the existing sewer line unusable and irreparable. The easement will allow the City of Hickory Public Utilities Department to contract the installation of a new sewer main to serve existing customers. Currently the system is being by-pass pumped around the failure. The cost for this easement will be \$2,500 paid to the property owner. Staff recommends acceptance of a temporary construction and permanent easement for the property of MNH Properties, LLC, described as PIN: 3712-17-11-6309 for installation of utilities infrastructure.

F. Approved the Agreement for Engagement of Legal Counsel with the Firm of Young, Morphis, Bach & Taylor, LLP. **(Exhibit X.F.)**

G. Cemetery Deed Transfer from John R. Flowers Jr., and spouse Dana McKenzie Flowers and Sara Flowers Ferguson, and Spouse, Jeffrey Thomas Ferguson, heirs of Peggy F. Flowers to Yvonne Hepler and spouse Sidney Roy Hepler, Oakwood Cemetery, Section 38, Block G, Lot 3, Gravesite Numbers 004 and 008. (Prepared by Susannah L. Brown, Attorney at Law, Anthony & Brown) **(Exhibit X.G.)**

H. Budget Revision Number 10. **(Exhibit X.H.)**

1. *To appropriate \$35,000 from General Fund Balance to cover an amended service agreement for retail recruitment and business retention efforts with Buxton, Inc.*
2. *To appropriate \$5,601 of a donation received from Neill Grading & Construction, Inc. for the purchase of personal protection and safety gear for the Hickory Police Department.*
3. *To appropriate a total of \$225 in donations received for the Library from Donna Trado and the Hickory Womans Club.*
4. *To recognize and appropriate a repayment of a 2017 Urgent Repair Loan in the amount of \$1,062.*
5. *To accept and appropriate a total of \$274,226 in federal Coronavirus Aid, Relief, and Economic Securities (CARES) Act funds. These funds have been made available to respond to the effects of the coronavirus through partnerships with City departments, local service agencies, and local non-profits. Activities may include but are not limited to workforce development, youth services, and emergency assistance payments.*
6. *To accept and appropriate a \$1,316,435 NCDOT grant into the Project Enzyme Roadway Infrastructure Capital Project Ordinance (B1B003) for the continuation of Trivium Parkway and the construction of Trivium Court.*

XI. Items Removed from Consent Agenda

XII. Informational Item

XIII. New Business:

A. Public Hearings

B. Departmental Reports:

1. Code Enforcement Update – Presented by Hickory Police Department Captain Bryan Adams and Code Enforcement Supervisor Kyle Brown

2. Appointments to Boards and Commissions

COMMUNITY APPEARANCE COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
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
Differently-Abled and is African-American or Other Minority (Council Appoints) VACANT

HICKORY REGIONAL PLANNING COMMISSION

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)
(Appointed by City Council)
Brookford (Mayor Appoints with Recommendation from Brookford) VACANT

LIBRARY ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
At-Large (Mayor Appoints) VACANT
(Unexpired Term of Helen Devlin)

PUBLIC ART COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (D. Williams Appoints) VACANT

PUBLIC HOUSING AUTHORITY

(Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)
Position 3 (Mayor Appoints) VACANT
Position 9 (Mayor Appoints) (Unexpired Term of Rebecca Clements) VACANT

YOUTH COUNCIL

(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)
Youth Council Applicant Review Committee Recommends the Following Appointments:

FTF VACANT
HCAM VACANT
HHS VACANT
Homeschool VACANT

WESTERN PIEDMONT COUNCIL OF GOVERNMENTS POLICY BOARD DELEGATE

Nominate Delegate and Alternate

Alderwoman Patton is current Delegate
Alderman Williams is current Alternate

C. Presentation of Petitions and Requests

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

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

XVI. Adjournment

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

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

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

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, November 17, 2020 at 7:00 p.m., with the following members present:

Tony Wood	Hank Guess	David L. Williams
Charlotte C. Williams	Aldermen	David P. Zagaroli
Danny Seaver		Jill Patton

A quorum was present.

Also present were: City Manager Warren Wood, Assistant City Manager Rick Beasley, Assistant City Manager Rodney Miller, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, 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 with the arrival of Alderman Zagaroli at 7:02 p.m. and Alderman Williams at 7:05 p.m.
- II. Invocation by Chaplain Kay Smith, Frye Regional Medical Center
- III. Pledge of Allegiance
- IV. Special Presentations
 - A. Proclamation Recognizing J.T. Poston

Mayor Guess read and presented a Proclamation recognizing Mr. Ty Poston, father of J.T. Poston. He explained that J.T. Poston had played in the Masters golf tournament this past weekend. J.T. was a native of Hickory and Councilmembers wanted to celebrate his success along with his father. He asked Mr. Poston to let J.T. know as a community they were proud of him and they celebrated with him.

- B. Annual Audit – Presentation by Kari Dunlap, Martin Starnes & Associates

Mayor Guess asked Ms. Kari Dunlap with Martin Starnes & Associates to the podium to present Council with the annual audit.

Ms. Kari Dunlap presented a PowerPoint presentation. She commented it was her pleasure to be with Council this evening. She thanked Council for allowing her to come share the audit results with Council this year. They were very happy to have the City as their client. She thanked Council for allowing them to continue the relationship. She advised she would briefly go through some numbers and talk about the audit process. She commented Council could feel free to ask her questions as she went along or they could ask questions at the end, either way. She briefly described the audit process. The planning and risk assessment were a never-ending cycle. It started now. They start reading minutes for fiscal year 2021 even though they had just wrapped up the fiscal year 2020 audit. They send a Council inquiry in the spring. That was their opportunity to tell them anything that they wanted them to look-into or any concerns that they may have or anything that they would like to share. They also read board minutes to know what was going on within the City, any new grants, any new debt, anything like that, so they update their audit procedures through those processes. She discussed their actual fieldwork procedures. They come on site twice a year. They do interim fieldwork and final fieldwork. During that time they look at internal controls, compliance testing for any Federal and State grants and then the balance sheet analysis, which was where they look at all the source documents and they start compiling the financial statements for the report that Council had a copy of. Once they get through everything for the audit they have the audit committee meeting, and that was just an added layer of independence between the City Council and the City staff, so if there's any concerns that need to be addressed there, they have the opportunity to present that to the audit committee. There were none this year. From there they issue the audit report to the LGC (Local Government Commission). The LGC approved the report this year, and now she was presenting it to Council. She advised that was a very brief description of their audit process. She hoped she had hit the highlights, so they would know what goes on during the year.

Ms. Dunlap discussed some highlights for this year. There was an unmodified opinion on the financial statements, and that was the goal. That meant that there was no reason to think the financial statements were materially misstated in any reason. They had very cooperative staff. She couldn't even tell Council how nice it was to work with the City of Hickory Finance Department. They have their own website where they upload everything, and they try to get it to where they don't even have to ask for anything. So that was wonderful. There were no findings or question cost this year. The general fund balance decreased almost two million dollars this year. The major drivers behind that were the last sinkhole payment and the artificial turf field. The revenues were up, but they weren't as much as expected, due to COVID hitting between April and June. She referred to the PowerPoint slide and advised it showed the City's available fund balance, this was what the LCG uses to compare Hickory to all other municipalities. The available fund balance was almost 54 percent last year, and it went down to 43 percent this year, but that was planned for certain expenditures. The average across all municipalities was 46 percent, so the City was right in line with that. She referred to the PowerPoint and

explained it was a summary of the general fund. Revenues increased \$6.7 million dollars or 12 percent and expenditures also increased eight million dollars or 15 percent. This was mostly due to the Trivium land transfer increase and rescue building renovations. These numbers also included any transfers out or transfers into the general fund. She referred to the PowerPoint and advised it showed the total fund balance, and she pointed out the smaller bar was the unassigned fund balance. For 2020, the fund balance was right at \$37 million dollars. The only amount that was not accounted for in some way was \$16.5 million dollars. Fund balance decreased and unassigned also decreased, but Council's goal was a minimum of 25 percent and the City was at 29 percent. While 2019 was a little bit inflated, it came back to where it was supposed to be for fiscal year 2020. There was a large increase of appropriation for subsequent year's expenditures this year.

Ms. Dunlap discussed the top three revenues. The top was ad valorem taxes. Those increased \$2.3 million, or about eight percent this year, up to \$30.4 million dollars. Other taxes decreased slightly, and this included the City's sales tax, franchise tax, and occupancy tax. While sales tax increased slightly, occupancy tax was down about \$500,000 for the last few months of the fiscal year due to COVID, which was to be expected. She discussed restricted intergovernmental which was grants and included Powell Bill street maintenance. The large increase this year was due to the coronavirus relief funds that were received and that was \$839,000 that was passed through from Catawba County to the City of Hickory.

Ms. Dunlap discussed the City's top expenditures. Public safety decreased one million, or about four percent this year. That was because last year there was a ladder truck purchased. This was the largest functional expense of the City, which included all of police and fire employees. The next largest expenses were culture and recreation. This increased one million dollars or 15 percent this year, and this was due to park and library capital improvements. The general government also increased about \$648,000 or 11 percent and this was due to public building improvements.

Ms. Dunlap discussed the enterprise funds. This was the quick ratio for the water and sewer and again this was what the LGC uses to look at the sustainability of the City's water and sewer fund. In that quick ratio they are concerned if that gets less than one. She pointed out it was at eight and 8.99 last year and that was well above what they look for. In the water and sewer fund there were additional capital product expenditures this year and current liabilities and current assets increased. She noted that for next year that quick ratio would decrease because there was the sludge compost facility that was planned for spring 2021. She referred to the PowerPoint and discussed the slide which was for water and sewer that showed cash flow operations and debt service. She noted that debt service did not include any debt refunding amounts. The LGC doesn't include that when they're looking at this, and they just want to make sure that number was above a negative number. No concerns there, but it would go down next year. The other major enterprise funds were transportation and solid waste. In transportation this year assets and liabilities increased, but the cash decreased about \$794,000, and that was due to hangar rentals and fuel sales being down in the current year. The solid waste funds current assets decreased, and cash decreased about \$256,000 and there was an operating loss in this fund due to recycling of about \$365,000. Those were the main changes over last year for the solid waste fund. She asked Council for any questions.

Alderwoman Patton asked if the solid waste fund was just going to continue to be a loss.

Ms. Dunlap advised at the current state, yes. It seems that was the direction that it was headed. She knew that was something that staff was looking into and having to address. She thought there was a contract with the current recycling company and trying to figure out things to do after that was up to see if there was anything that could help alleviate that.

Mayor Guess asked if Council had any other questions. He thanked Martin Starnes for the partnership that the City had. It was nice to hear that the City had staff that cooperates and was ready. He knew they had a long-standing partnership and they appreciated that as well. He thought it was a good team.

City Manager Warren Wood advised that Finance Officer Melissa Miller was present. He asked her to introduce a couple staff members that were present.

Finance Officer Melissa Miller introduced two accounting members Ms. Pam Hays and Ms. Latoya Bates. She was very proud of what they had done.

Mayor Guess commented this was very important stuff and a lot of times people don't recognize the significance of what this audit means and what the City's staff does to make it happen and make sure everything was legal and make sure everything was above board. They greatly appreciated that. Of course, they want transparency in all areas, particularly in areas such as this. They appreciated the partnership and cooperation that they get from both sides. He thanked Ms. Dunlap.

November 17, 2020

City Manager Warren Wood advised that Mayor Guess, Alderman Wood and Alderman Seaver were on the audit committee.

Mayor Guess commented they were not just hearing this for the first time tonight.

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of November 3, 2020.

Alderwoman Patton moved, seconded by Alderman Seaver that the Minutes of November 3, 2020 be approved. The motion carried unanimously.

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

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

A. Budget Revision Number 8. (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.

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

A. Approved a Quitclaim Deed to Mildred Mauney to Correct a Mapping Error Resulting from her Purchase of a City-Owned Lot in 2012.

Mildred Mauney purchased the vacant lot adjacent to her residence at 520 2nd Street SW from the City of Hickory in 2012. The parcel is further described as Catawba County GIS PIN 3702-11-57-3006. Prior to her purchase, the City of Hickory closed an unopened right of way to the south of the vacant lot in 1995. The Catawba County GIS maps indicate an approximately 7.5-foot wide strip of property to the south that is identified by Catawba County GIS PIN 3702-11-57-3002. According to research conducted by the City of Hickory Legal Depart and the City of Hickory Surveyor, this property should have transferred to Ms. Mauney during the property transfer that took place in 2012. Approval of a quitclaim deed should address the issue and ensure that Ms. Mauney has title to all property that she purchased from the City in 2012. Staff requests that City Council approve the quitclaim deed to Mildred Mauney.

B. Approved the Appointment of Jeffrey Allen Hoyle to the Hickory Fire Department Local Relief and Supplemental Retirement Board of Trustees.

The Hickory Fire Department Board of Trustees for the Local Relief and Supplemental Retirement Board consist of five members. The five members consist of (1) appointed by the North Carolina Insurance Commissioner (2) appointed by Mayor and Council, and (2) elected by the fire department membership. The purpose of the board is to administer the disbursement of funds received from the State of North Carolina Department of Insurance for local firefighter relief and supplemental retirement programs. On November 3, 2020, retired Hickory Battalion Fire Chief Jeffery S. Gouge requested to be removed from the Board effective December 31, 2020. Retired Hickory Battalion Fire Chief Jeffery S. Gouge has served on the fire department's Board of Trustees for the Local and Supplemental Retirement Funds since 2002. He will be leaving this position effective December 31, 2020. The Hickory Fire Department requests that Fire Captain Jeffrey A. Hoyle be appointed to this vacancy on the Board of Trustees. Staff recommends approval of Jeffrey Allen Hoyle to be appointed to the Hickory Fire Department's Board of Trustees for the Local Relief and Supplemental Retirement Funds.

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

The following requests were considered by the Citizens' Advisory Committee at their regular meeting on November 5, 2020.

- Teandra Hewitt, 732 8th Avenue SE, Hickory, was recommended for approval of a Housing Rehabilitation Loan. The Citizens' Advisory Committee recommends approval for assistance not to exceed \$15,000 for repairs to her house. Assistance would be in the form of a 0% interest deferred loan.

- John & Marian Hodge, 3332 3rd Street Drive NW, Hickory, was recommended for approval of a Housing Rehabilitation Loan. The Citizens' Advisory Committee recommends approval for assistance not to exceed \$25,000 for repairs to their house. Assistance would be in the form of a zero percent interest deferred loan.

Funds are budgeted for these items through the City of Hickory's former Housing Rehabilitation Program income received in FY 2019 and/or program income received through the City of Hickory's Community Development Block Grant Program.

The following applicant is being recommended for approval for assistance under the City of Hickory's 2019 Urgent Repair Program. This program provides qualified low-income citizens with assistance for emergency-related repairs not to exceed \$10,000.

- Lorene Wimbush, 835 9th Avenue Place NE, Hickory-up to \$10,000.

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

- D. Approved a Contract with Civil & Environmental Consultants, Inc. in the Amount of \$62,000 for Construction Administration for Trivium Court and Trivium Parkway NCDOT U-6238.

Staff requests Council's approval of a construction administration agreement for Trivium Court and Trivium Parkway NCDOT U-6238 – Phase II bidding and construction administration services with Civil & Environmental Consultants, Inc. in the lump sum amount of \$62,000. This phase of the project generally consists of the construction of approximately 400 linear feet of Trivium Court including grading, storm drainage, 30" concrete curb and gutter, 5' wide concrete sidewalks, street trees, erosion control measures, seeding, grassing and restoration, and approximately 400 linear feet of 12-inch diameter water mains. The scope of services for Civil & Environmental Services includes the progress meetings, fulltime site observations and inspections, recommendations to the owner, direction to the contractor, final inspections and North Carolina Department of Transportation (NCDOT) coordination for the project. The cost will be split 50/50 with Catawba County. Staff recommends Council's approval of the construction administration agreement for Trivium Court and Trivium Parkway NCDOT U-6238 – Phase II bidding and construction administration services with Civil & Environmental Consultants, Inc. in the lump sum amount of \$62,000.

- E. Approved a Permanent Sewer Easement and Partial Abandonment of an Existing Easement for the Property of Pond View LLC Located at 304 Main Avenue East, Hildebran.

Staff requests approval of a permanent sewer easement and partial abandonment of an existing easement for the property of Pond View, LLC, described as a 7.72-acre tract in the Town of Hildebran, located at 304 Main Avenue East, Hildebran. The City of Hickory owns and operates the sanitary sewer system in the Town of Hildebran. The City of Hickory Public Utilities Department is responsible for all facets of this system including permitting, operation and maintenance. This easement is necessary for Pond View, LLC to turnover ownership to the City of Hickory. The infrastructure was built according to the Hickory Public Utilities Department's standards and has been tested and verified. These sewer lines and easement will be a donation to the City of Hickory. Staff recommends approval of the permanent sewer easement and partial abandonment of existing easement for the property of Pond View, LLC described as a 7.72-acre tract in the Town of Hildebran located at 304 Main Avenue East, Hildebran.

- F. Approved an Agreement for Professional Services with Gannett Fleming, Inc. for Construction Engineering and Inspection Services related to the Riverwalk Project (EB-5939) in an Amount not to Exceed \$618,264.52.

Staff requests Council's approval of an agreement for professional services with Gannett Fleming, Inc. for construction engineering and inspection (CEI) Services related to the Riverwalk Project (EB-5939) in an amount not to exceed \$618,264.52. The Riverwalk NCDOT portion of the project will contain an entrance from Old Lenoir Road, parking and access to the trail system, as well as an elevated walkway over Lake Hickory that interacts with existing City of Hickory amenities. Lighting on the bridge, retaining walls and all necessary drainage piping are included in this project. The funding for this project is apportioned 80/20, NCDOT and City respectively. NCDOT requires that recipients hire an engineering firm separate from the design firm to perform construction engineering and inspection services for oversight, materials testing and record keeping. Gannett Fleming, Inc. was selected based on qualifications-based proposals with NCDOT concurrence. Gannett Fleming's fees were negotiated by City of Hickory staff and NCDOT staff. Staff recommends Council's approval of an agreement for professional services with Gannett Fleming, Inc. for CEI Services related to the Riverwalk Project (EB-5939) in an amount not to exceed \$618,264.52.

- G. Approved on First Reading Budget Revision Number 9.

ORDINANCE NO. 20-53
BUDGET REVISION NUMBER 9

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, 2021.

SECTION 1. To amend the General Fund within the FY 2020-21 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Culture and Recreation	12,329	-
TOTAL	12,329	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	12,329	-
TOTAL	12,329	-

SECTION 2. To amend the Water and Sewer within the FY 2020-21 Budget Ordinance the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	1,926,420	-
TOTAL	1,926,420	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	1,926,420	-
TOTAL	1,926,420	-

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

- IX. Items Removed from Consent Agenda – None
- X. Informational Item
- XI. New Business:
 - A. Public Hearings

1. Approved the Voluntary Non-Contiguous Annexation of Property Owned by Futuro, LLC and Corbin Harline, Containing Approximately 18.264 acres of Property Located at the Northeastern and Southeastern Corners of Snow Creek Road and 25th Street Place NE and 25th Street NE, Identified as PIN 3724-06-48-2558. - Presentation by Planning Director Brian Frazier.

Futuro, LLC and Corbin Harline have petitioned for the voluntary non-contiguous annexation of 18.264 acres of property located at the northeastern and southeastern corners of Snow Creek Road and 25th Street Place NE and 25th Street NE. The subject property is currently located within Catawba County's zoning jurisdiction, and zoned R-20 Residential. The annexation is being requested in order to connect to the City's sewer system. Under Catawba County's current zoning the property may be developed for one-and-two family residential uses at an intensity of two dwelling units per acre, which could potentially yield thirty-six new single-family or two-family dwelling units (duplexes). Should the property be annexed, and rezoned to R-2 (Residential), the property could be developed for single-family residential, at a density of four dwelling units per acre, which theoretically could yield seventy-one single-family dwelling units. This theoretical number is not likely achievable due to the configuration of the property, as well as topographical challenges. The property developer has indicated they would like to yield at least sixty single-family residential lots for future development. The differences between the existing zoning (R-20), and the proposed zoning (R-2); is that duplexes are not permitted, and Hickory's density is greater. The current tax value of the property is \$215,000. If annexed with its present value, the property would immediately

generate additional tax revenues of \$1,263.12. The future tax revenues generated by the development of the property is currently unknown. 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.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on November 6, 2020.

City Manager Warren Wood asked Planning Director Brian Frazier to the podium to present Council with a voluntary non-contiguous annexation of property owned by Futuro, LLC and Corbin Harline, containing approximately 18.264 acres of property located at the northeastern and southeastern corners of Snow Creek Road and 25th Street Place NE and 25th Street NE.

Planning Director Brian Frazier presented a PowerPoint presentation. He advised the applicant was Futuro, LLC and Dr. Corbin Harline and the annexation type was voluntary non-contiguous located at Snow Creek Road northeast. The property contained a little over 18 acres of land. The closest ward would be Councilwoman Williams in ward two. The property was currently vacant. The future development proposal was for residential development, and annexation was being requested by the applicants in order to connect to public utilities. He referred to the PowerPoint and pointed out the two properties involved for the subdivision. He pointed out Snow Creek Road NE, 25th Street NE, and 25th Street Place NE. He identified the area, which was currently in Hickory City limits, the area in the ETJ (extra-territorial jurisdiction), and the area which was all Catawba County zoning. He referred to the current zoning map for the annexation and pointed out the subject property and the area which was currently Catawba County R-20 and the R-1 City of Hickory area and just to the east of this current property proposal. He showed an aerial view of the immediate vicinity of the proposed development and pointed out the subject property. The voluntary annexation petition complied with all applicable State and City annexation statutes. Adequate public services were available in sufficient quantities after contacting the other departments. The annexation of the property would not cause available public services to fall below acceptable levels. Based on these findings, staff recommended approval of the requested annexation. He asked Council for any questions about the annexation.

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. He asked if there was anyone present to speak in favor of the proposal.

PROPONENT

Mr. Oscar Vasquez, 356 39th Avenue Drive NW, Hickory, advised he had lived here for 16 years. He was the applicant of the annexation. He thought that it met all the requirements and it made sense to be part of the City of Hickory and have services for the property that Hickory offers that are already there and make use of it.

Mayor Guess declared the public hearing closed.

Alderwoman Patton moved, seconded by Alderman Zagaroli approval of the voluntary non-contiguous annexation of property owned by Futuro, LLC and Corbin Harline. The motion carried unanimously.

ANNEXATION ORDINANCE NO. 461
VOLUNTARY ANNEXATION ORDINANCE (NON-CONTIGUOUS)
Futuro, LLC & Corbin Harline

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 7:00 p.m. on the 17th day of November, 2020; and

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

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

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following-described non-contiguous territory is hereby annexed and made a part of the City of Hickory as of the 30th day of November 2020:

SATELLITE ANNEXATION
BY THE CITY OF HICKORY
OF THE PROPERTY OF
FUTURO, LLC AND CORBIN HARLINE

That certain tract or parcel of land lying and being about 5.12 miles north northeast of the center of the City of Hickory. Bounded on the west by the right-of-way of 25th Street NE and 25th Street Place NE; on the north by the lands of Billy E. Isenhour as described in Deed Book 1020 at Page 123 and Brandon S. Berry as described in Deed Book 3453 at Page 1446; on the east by the lands of Larry M. Day as described in Deed Book 1912 at Page 1042, Dianne Weaver Propst as described in Deed Book 3487 at Page 983 and Deed Book 2277 at Page 1046, the right-of-way of Snow Creek Road NE, M. Louise Eckard as described in Deed Book 2403 at Page 1202, John Mark Eckard as described in Deed Book 2403 at Page 1205, Richard Hicks Jr. as described in Deed Book 3475 at Page 122, an undeveloped 60' right-of-way and Jeffrey Alan Lingle as described in Deed Book 1762 at Page 192; on the south by the lands of Cleo A. Ellis as described in Deed Book 1563 at Page 687 and 25th Street NE and more particularly described as follows to wit.

Beginning at a point in Snow Creek Road NE, said point being located North 85 degrees 18 minutes 51 seconds East 31.64 feet from an existing nail in the intersection of Snow Creek Rd. NE and 25th Street NE and running thence, as new City of Hickory city limit lines the following calls: with Snow Creek Road NE, North 85 degrees 18 minutes 51 seconds East 17.90 feet to a computed point; thence, leaving Snow Creek Road NE, North 08 degrees 41 minutes 23 seconds East 30.18 feet to a 1 ¼" pipe at the intersection of the north right-of-way of Snow Creek Road NE and the east right-of-way of 25th Street Place NE; thence, with the east right-of-way of 25th Street Place NE, the same bearing 355.14 feet to a ½" rebar, the southwest corner of Billy E. Isenhour, Deed Book 1020 at Page 123; thence, with the south line of Isenhour, South 87 degrees 56 minutes 01 seconds East 134.90 feet to a 1 1/8" pipe, the southwest corner of Brandon S. Berry, Deed Book 3453 at Page 1446; thence, with the south line of Berry, the same bearing 390.52 feet to a ¾" pipe in said line, the northwest corner of Larry M. Day, Deed Book 1912 at Page 1042; thence, with the west line of Day, South 07 degrees 54 minutes 30 seconds West 135.85 feet to a ¾" pipe, the northwest corner of Dianne Weaver Propst, Deed Book 3487 at Page 983; thence, with the

west line of Propst, South 08 degrees 18 minutes 32 seconds West 99.01 feet to a ¾" pipe, the northwest corner of Propst, Deed Book 2277 at Page 1046; thence, with the west line of Propst, South 08 degrees 05 minutes 41 seconds West 185.23 feet to a 1" pipe on the north right-of-way of Snow Creek Road NE, the southwest corner of Propst; thence, crossing Snow Creek Road NE, South 08 degrees 36 minutes 19 seconds West 59.98 feet to a 1" pipe on the south right-of-way of Snow Creek Road NE, the northwest corner of M. Louise Eckard, Deed Book 2403 at Page 1202; thence, with the west line of Eckard, South 08 degrees 32 minutes 03 seconds West 248.34 feet to a 1" pipe, the northwest corner of the John Mark Eckard, Deed Book 2403 at Page 1205; thence, with the west line of Eckard, South 07 degrees 19 minutes 41 seconds West 259.91 feet to a 1" pipe, the northwest corner of Richard Hicks Jr., Deed Book 3475 at Page 122; thence, with the west line of Hicks, South 07 degrees 59 minutes 42 seconds West 235.76 feet to a 1" pipe, the northeast corner of an undeveloped 60' right-of-way and the southwest corner of Hicks; thence, crossing said right-of-way, South 07 degrees 54 minutes 27 seconds West 60.26 feet to a 1" pipe, the northwest corner of Jeffrey Alan Lingle, Deed Book 1762 at Page 192; thence, with the west line of Lingle, South 07 degrees 58 minutes 39 seconds West 234.62 feet to an existing stone in the north line of Clee A. Ellis, Deed Book 1563 at Page 687, the southwest corner of Lingle; thence, with the north line of Ellis, North 87 degrees 01 minutes 51 seconds West 138.11 feet to a 7/8" pipe in the north line of Ellis; thence, continuing with the north line of Ellis, North 70 degrees 30 minutes 04 seconds West 98.56 feet to a 7/8" pipe on the north side of 25th Street NE, the northwest corner of Ellis; thence, continuing along the north side of 25th Street NE, North 69 degrees 06 minutes 41 seconds West 328.62 feet to a 1 ½" pipe on the west right-of-way of 25th Street NE; thence, with the west right-of-way of 25th Street NE, North 08 degrees 34 minutes 54 seconds East 963.88 feet to a 1 ¼" pipe at the intersection of said right-of-way with the south right-of-way of Snow Creek Road NE; thence, continuing the same bearing, 30.71 feet to the point of beginning. Containing 18.264 acres more or less.

Section 2. Upon and after the 30th day of November, 2020, 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. 2 of the City of Hickory.

Section 4. The Mayor of the City of Hickory shall cause to be recorded in the Office of the Register of Deeds of Catawba County, and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with 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 on First Reading Rezoning Petition 20-03 of 18.264 Acres of Property Located at the Northeast and Southeast Corner of Snow Creek Road and 25th Street Place NE and 25th Street NE. - Presentation by Planning Director Brian Frazier.

Futuro, LLC and Corbin Harline have petitioned for the rezoning of 18.264 acres of property located at the northeast and southeast corner of Snow Creek Road and 25th Street Place NE and 25th Street NE. The request is to rezone the properties from R-20 Residential to Medium Density Residential (R-2). The subject property is currently zoned R-20 Residential by Catawba County, and is currently vacant. This property was recently annexed into the City of Hickory in anticipation of single-family residential development. The general area is classified as Low Density Residential by the Hickory By Choice 2030 Comprehensive Plan. This classification is intended to provide an area of transition between higher density housing and the surrounding area by offering development at two to four units per acre. The R-2 zoning district's permissible density is four units per acre, which adheres to the recommendations for areas classified as Low Density Residential by the Hickory by Choice 2030. The Hickory Regional Planning Commission conducted a public hearing on October 28, 2020 to consider the petition. During the public hearing, the property owners spoke in favor of the petition, while thirteen spoke in opposition. Those who spoke in opposition cited concerns over the residential density, traffic, driveway locations, stormwater, schools, lack of transparency, property values, privacy, and noise. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (6-0) to affirm the petition's consistency with the

Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on November 6, 2020.

City Manager Warren Wood asked Planning Director Brian Frazier to the podium to present Council with rezoning petition number 20-03 for approximately 18.264 acres of property located at the northeastern and southeastern corners of Snow Creek Road and 25th Street Place NE and 25th Street NE.

Planning Director Brian Frazier presented a PowerPoint presentation. He advised rezoning petition 20-03 was located at the northeast and southeast corners of Snow Creek Road, 25th Street Place NE and 25th Street NE. The current zoning was Catawba County R-20. The property contained a little over 18 total acres. The subject property was currently zoned by the County and was vacant. The subject properties were annexed into the City after tonight's action. The request was for consideration of rezoning the property to R-2 residential. The assignment of City zoning after an annexation was not only necessary but required as the current County's zoning of R-20 would no longer be applicable. He explained rezoning petition 20-03. This was a cluster subdivision proposal. Density could be increased. There was a minimum conservation area for these. When he first talked to the applicants, they of course were interested in the property, and looking at a proposal to build single-family housing on it. Nothing else but that. They looked at the R-3 and R-4 under the Land Development Code and staff decided in consultation with the applicants that the R-3 and R-4 would not be applicable or good for this area because the density would be too high for the existing area, it wouldn't really fit into the neighborhood. They looked at R-1 and R-2 and after seeking guidance through the Land Development Code and chiefly Hickory by Choice 2030, the City's comprehensive plans, he made a recommendation through staff to the City's Planning Commission to designate this R-2 which was the most compatible, incomparable with the County's R-20 zoning. If they went lower in density to the lowest residential density zoning district that would be R-1. In an R-1 that also allows mobile homes, manufactured home parks, animal keeping, and various agricultural uses that may not be compatible with the surrounding area. There were just other uses that were just incompatible with the traditional character of this area. The most compatible area they determined to send to the Planning Commission for their recommendation, hence them forwarding their recommendation to Council, was City's R-2 district. It was 4,800 square feet minimum lot size in a conservation subdivision. The minimum lot widths were 40 feet. The minimum conservation area was 30 percent of the entire property would be open space in perpetuity that cannot be developed. The front setbacks off the roadways would be 20 feet, five to the side and ten to the rear. They determined this was most in keeping with the area that they could do in the transition from County R-20 to City R-2. He referred to the rezoning petition and advised the potential uses allowed by the zoning district, again they determined R-2 would be the best and most fitting in the transition from County to City zoning. In the R-2 single-family was allowed, mobile homes were not, mobile home parks were not, duplexes were not, multi-family was not, and farms were not. It was basically single-family and single-family only. He referred to the PowerPoint and displayed the rezoning petition map which was the future land use of the area. He pointed out the area was proposed to be low to moderate density. He displayed the ortho aerial photograph of the property in question. He pointed out the subject property, and Snow Creek Road. He reiterated the current zoning was Catawba County R-20. He noted the area which was the City's R-1 zoning. The property was annexed through the City's process tonight. The Hickory by Choice plan classified the area as low density residential, which they were looking at a density of two to four units per acre. The maximum density was four units per acre. The density of the proposed district was consistent with Hickory by Choice. The rezoning of the property was not anticipated to negatively impact the provisions of any public services, as stated previously, nor anticipated by staff to negatively impact adjacent properties. Future development on the subject property shall be carried out in full conformance with the City's Land Development Code and other City, State and Federal statutes.

Mr. Frazier discussed the findings. The Hickory by Choice plan identified the area as low density residential was consistent with the designation being proposed this evening. This went to the Hickory Regional Planning Commission on the 28th of October. During the public hearing the property owners spoke in favor of the petition, as did one nearby resident. Thirteen people, best count, spoke in opposition, some of them more than one time. Those who spoke in opposition cited concerns over residential density, traffic, driveway locations, stormwater, schools, a lack of transparency on the part of the City, property

values, privacy and noise concerns. He thought the hearing went on for about an hour and 45 minutes. Upon closing the hearing, the Planning Commission voted unanimously to affirm the petitions consistency with the Hickory by Choice Comprehensive Plan and recommended to City Council approval of this rezoning petition. He asked Council for any questions.

Mayor Guess asked for any questions. He reiterated 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.

OPPONENTS

Mr. Stephen Eckard, 4020 26th Street Court NE, Hickory, declined to speak. He commented it had already been decided.

Mr. Larry Day, 4241 26th Street Court NE, Hickory advised he had attended the Planning Commission meeting a couple weeks ago, and Mr. Frazier explained. At that time, the property owners that were there, 14 in all, one that spoke for, the other 13 were against. They felt that was when the decision was being made to take this area. He requested a copy of the map on the screen. At the time, they didn't realize that hearing was just to decide what they wanted that new annexed area to be. Which was R-2. He thought after much discussion, the neighborhood was still in opposition of this for the reasons that were mentioned by Mr. Frazier. One issue that the neighbors had was the lack of transparency from the developer because they know he was building 50, 60, 70 houses there, but they don't know what. They know that the City of Hickory will help determine what goes and what doesn't go. He thought there was a lot of concern and a lot of apprehension even though it was called low density. Currently within 600 feet of his house he probably doesn't have five neighbors. Now within 600 feet of his house he was going to have another 150 neighbors because of this development. They could understand his apprehension and his concern with the additional traffic, additional construction that would go on for the next three to five years. The thought for the most part most of the folks aren't opposed to a residential development if it was the right residential development. He referred to the map and advised most everything that surrounded the "red" area (subject property) were half acre all the way up to one acre and two acre lots. These lots are quarter acre. The houses and the lots are narrow. It may meet the Hickory means of the HBC 2030 (Hickory by Choice 2030), but it still doesn't meet that area in what it was today. In one of the other drawings that was actually in the City, which he was surprised, there was a pig farm in an area, which he noted on the PowerPoint map. To say that they were worried about an R-1 residential area already, they already have an R-1 residential in some ways. There were also apartments there, and duplexes within this little area. None of the neighbors are opposed to an R-2. He believed that Mr. Frazier would ensure that the letter of the law was actually represented by Hickory in the planning and the development of this area. However, they had not been given any certainty from the developer what the real plans were. They hadn't even seen what the homes were going to look like. On the property itself it was 18.26 acres. Based on the R-2 residential 30 percent of that property can't be developed. Does that include the roadways that can't be developed? He asked if Council could ask Mr. Frazier for him? Of that 30 percent how much of that was actual, how was that designated? They had seen no plans to that. He thought that was why there was a very small representation here because the perception was that this thing had already passed when they were here a couple of weeks ago. Realizing that well, no, it was just an R-2 being submitted to the City of Hickory so that this could be zoned as an R-2 area. If you consider of that 30 percent and you subtract that out, that was 5.5 acres that can't be developed on. Of that amount, only 12 $\frac{3}{4}$ acres could have residents put on it based on what Mr. Frazier presented with four homes per acre. Four at 12 was 48 plus two more, which was 50. The maximum amount of homes he could put it in that area he was assuming was 50 based on the information that Mr. Frazier submitted. They hadn't seen any plans for that. Please understand they have an issue with the transparency here of not knowing what was going in that area other than the fact it was going to be a development of some kind. He thought it was interesting that there were 13 opposed and two for, but it seemed like that fell on deaf ears the night they were here with the planning board. He thought that it was because it met the City's standard for what this development was. One thing that he noticed reading through some of the notes from the previous meeting, it says here what was in the best interests of the health, safety and well-being of the residents of the City of Hickory to annex such property into the corporate limits of City of Hickory. He printed out the General Statutes for Section 160A-31. He looked at that and was trying to understand the statement that says it is in the City of Hickory's best interest of health, safety, and well-being. They were outside that area. Is there something that they need to be concerned about since they were

not being annexed into the City as well? Was there something that was not safe for them? Was their well-being in jeopardy because they were not being annexed as well? That was a real concern. The other thing that was a bit alarming was the homes themselves, Mr. Vasquez had mentioned, tongue in cheek, to a group of the folks, the residents, that the homes would be roughly 1,300 square feet. There are a lot of homes that are in that area, his was one of them. He was concerned about the devaluation of his property. Even though this was a 1,300 square foot home, his home was almost 4,000 square feet, and he abuts right up to the property. They could understand. He printed out some information relative to how to prepare home prices within your neighborhood, which was where he lives. Some of the things to consider location, size, structure and more. His lot was a little over a half acre. His home was much larger than the houses being proposed. In order to get a good assessment of the value it says you want to look at houses within your exact neighborhood, which might be a thin north to south strip zigzag. They could imagine because of the lack of transparency he had a lot of concerns, and the other neighbors have concerns as well. He wanted consideration given to that. And he would like to have Council's thoughts on how they could put him and his 13 or 14 other neighbors at ease knowing that this was a good opportunity for their neighborhood, which obviously is not like the rest of their neighborhood.

Mayor Guess asked if anyone else wished to speak in opposition. No one else appeared. He asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Guess closed the public hearing.

Alderman Wood asked Mr. Frazier for clarification on the 30 percent, if the roadways were included in the 30 percent that remains undeveloped.

Planning Director Brian Frazier advised that yes, within that 30 percent area the roadways were not considered as part of that open space, so it was not taking away from the total percentage of required open space to have roads. Roads aren't open space.

Alderman Wood inquired about the topic of transparency that had come up a couple of times, and it sounded to him like it might be more of a matter of timing than transparency. He asked Mr. Frazier if he could walk through the steps that Mr. Vasquez would go through, if this development moves forward.

Planning Director Brian Frazier commented as Mr. Day indicated, he thought he covered most of the issues they were concerned about transparency as he did in the PowerPoint slide. One thing that a couple of neighbors were concerned about that called him, he didn't believe they mentioned it during the public hearing at the Planning Commission on the 28th of October, was that they lived close by, but they didn't receive a letter from his office. The State statute was when a property was going to be rezoned they have to put something in the paper, in the Hickory Daily Record, in this case our paper of record, the two Fridays before the hearing both for Planning Commission as well as for City Council, which they did. They put it on the website, on signs on the property and they sent the letter out not to every neighbor within 250 feet, but as the Land Development Code, which was a City ordinance, which was law, to 500 feet. That was requested by Council shortly after he came on board back in 2005. They went above and beyond the State law and notified neighbors. In terms of transparency, he understood the question, they have the annexation that was now in the process, Council voted on that this evening, and Council would be voting believably tonight on the rezoning. If the rezoning was passed, as was recommended by City Planning staff and by unanimous vote of the City's Planning Board a couple of weeks back, then what Mr. Vasquez and his partner would be doing would be fully surveying the property. They would be meeting with staff to submit what was known as a sketch plat, which was a very, very preliminary plan. They would look at that to see if it meets all Federal, State, and City criteria within our ordinance and statutes. Then the applicant will come back and submit based upon that survey and that sketch plan a preliminary plat, which would be reviewed by the City's Subdivision Review Committee, which consisted of various City department heads and management staff. In this case, it would consist of County Building Services staff, as well as County utilities and engineering staff. In terms of grading, since there was going to be grading more than one acre, under the City's statutes and Federal law, Tony Norton in the County Department of Utilities and Engineering would be involved as soon as grading was done. Since Snow Creek, he believed, was also on a State roadway they had already talked to the State Department of Transportation (DOT) and they would be reviewing the project as well. Some changes had already occurred in the very initial stages, so he could make a recommendation to the City's Planning Commission, hence they made a recommendation to Council. They would be meeting with Mr. Vasquez and his design team. Mr. Frazier had

already talked to a couple of them. They would be submitting a sketch plat and staff would review that. They would be finishing up their survey and coming in with a preliminary plat which he and his staff would be reviewing first and then forwarding that information to all pertinent City, State and County staffs. They would be sitting down having a subdivision meeting with Mr. Vasquez, his business partner, Dr. Harline, as well as his design professionals, including his PE, professional engineer licensed in the State of North Carolina. It would be up to staff to approve the preliminary plat. Once the preliminary plat was approved, then construction could go on in terms of utilities, roadways, access points, and the footprint. They must review the footprint of the building, all the setbacks, making sure the open space meets the requirements. Make sure all Federal, State, County and City of Hickory requirements are met. Then Mr. Vasquez and his partner would apply for residential zoning permits for each single-family structure within the proposed subdivision. It would have to be reviewed by staff, and County Building Services would issue the building permits. Then he could start construction. Once construction was fully completed with utilities, roadways, landscaping, they know the open spaces was okay and compliant with the full standards, then he could start the construction. Once everything was done, they review it again as pretty much an as built for lack of a better phrase. If everything was fully compliant with City Code, County, State and Federal, including stormwater, then a final plat would be submitted by the Surveyor for the business partners in the subdivision venture. Mr. Cal Overby and Mr. Frazier signoff on it and hence it would be filed with the Catawba County Register of Deeds office. Once everything was fully complete that was when the final plat was submitted. In terms of other transparency, Mr. Frazier didn't know exactly how long this process would take. That depended on the applicant and his contractors, construction season, and weather. Mr. Vasquez and his business partners have other subdivisions that they were currently working on. Mr. Frazier knew others were in the works. They would be there every step of the way, but the law at both the State of North Carolina General Statute and the City of Hickory does not require the term of transparency as used by the neighbors to tell the neighbors during the rezoning hearing exactly how many houses they will be, exactly what they're going to look like, how tall they're going to be, what the exact footprints was going to be. They must meet the City's standards, or they were not going to approve it. That was just not his department. That was Steve Miller, Shawn Pennell, the County, solid waste, streets, traffic, utilities, everyone must sign-off on this in their own professional disciplines for it to go anywhere and be approved. Certainly, since he had been with the City, he had always tried to achieve that delicate balance between being pro development and Hickory needs single-family housing, with all certainty on that. They also try to balance it with the neighbor's concerns and being not just pro development at the expense of the neighbors but also being pro neighborhood. That was a fine line. There was nothing in the City statute or State of North Carolina General Statutes that requires that the applicant present these plans ahead of time. This is not a planned development and it was not conditional zone. Right now, they were all doing everything by the book. He gave several of the neighbors his business card at the meeting a couple weeks ago and if they have any questions they could call him, text him, or come see him in his office and he would be happy to keep that conversation going during the project.

Mayor Guess asked for any other questions.

Alderman Seaver commented it seemed like Council was in a dilemma here since, it had already been annexed they have to rezone it.

Planning Director Brian Frazier replied it must be rezoned to something per State statute. He advised there was one time years ago, probably back in 2006-2007 where the Planning Commission had made a recommendation for a project development and Council annexed at their first public hearing and at the second public hearing for the rezoning Council did not agree with the recommendation of the Planning Commission, and the property basically went un-zoned for a period of time. They were fortunate that nothing occurred at that time, and subsequently the property was properly rezoned where the applicant, staff, Council and the Planning Commission were all happy.

City Manager Warren Wood advised that the State required the annexation first and then the initial zoning. That was just the way it was. There was no guarantee that when you get an annexed that you were going to get it zoned to what you're asking for.

Alderman Seaver commented they have these choices.

Planning Director Brian Frazier advised that the R-2 would certainly protect the neighbors because he understood what Mr. Vasquez and Doctor Harline, the

business partners, were looking at now. If the economy falters, for whatever reason and it was zoned an R-1, R-3, or R-4, many other uses that are most definitely not compatible with anything in Hickory, the County or the surrounding area could easily go in there.

Alderman Patton commented this was the best zoning as he had already said as much with his staff recommendation to better protect the neighborhood.

Planning Director Brian Frazier replied yes, ma'am with the concurrence of this body and the City's Planning Commission.

Alderman Patton added and to be a good development.

Planning Director Brian Frazier commented that he understood and totally respected the neighbor's concerns. He had lived through things like this himself, from their viewpoint, not from the planning/planner's viewpoint. He understood but they would be available every step of the way and be fully transparent. They would be working with the developer and their design professionals.

City Manager Warren Wood advised that the State also restricts the City's ability to dictate what a single-family home was going to look like. You can't dictate colors or materials. He had to be to the building code, but they can't dictate aesthetics and that sort of thing.

Planning Director Brian Frazier concurred with Mr. Wood's statement. The General Assembly changed that a few years ago. They had to modify the Land Development Code and bring text amendments before Council probably about three or four years ago. Some of the zoning that they had would be in total opposition, not in compliance with the General Assembly's law.

Mayor Guess asked if there were any other questions. He commented that Mr. Frazier had been extremely thorough, and he appreciated the information that he had provided Council. He asked for any further discussion from Council or staff.

Alderman Seaver moved, seconded by Alderman Patton approval of the rezoning to R-2. The motion carried unanimously.

ORDINANCE NO. 20-54

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE OFFICIAL HICKORY ZONING ATLAS TO REZONE 18.264 ACRES OF PROPERTY LOCATED AT THE NORTHEAST AND SOUTH EAST CORNERS OF SNOW CREEK ROAD AND 25TH STREET PLACE NE AND 25TH STREET NE FROM R-20 RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL (R-2).

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

WHEREAS, the City has been petitioned to rezone 18.364 acres of property located at the northeast and southeast corners of Snow Creek Road and 25th Street Place NE and 25th Street NE, more particularly described on Exhibit A attached hereto, to allow a Medium Density Residential (R-2) district; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on October 28, 2020 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 20-03 to be in conformance with the City's Land Development Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED by the City Council of Hickory, North Carolina, THAT THE REZONING OF THE PROPERTY LOCATED THE NORTHEAST AND SOUTH EAST CORNERS OF SNOW CREEK ROAD AND 25TH STREET PLACE NE AND 25TH STREET NE AND DESCRIBED IN EXHIBIT A is approved.

SECTION 1. Findings of fact.

1. The subject property is located at the northeast and southeast corners of Snow Creek Road and 25th Street Place NE and 25th Street NE, and further identified as PIN 3724-06-48-2558.
2. The rezoning request is intended to further implement the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.
3. The rezoning of the property is consistent with the Hickory by Choice 2030 Comprehensive Plan.

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

SECTION 3. Statement of Consistency and Reasonableness

Upon considering the matter, the Hickory City Council found:

1. The general area is classified as Low Density Residential by the Hickory By Choice 2030 Comprehensive Plan, and the rezoning of the property to Medium Density Residential (R-2) is in keeping with the plan's recommended density for area classified as Low Density Residential;
2. The Low-Density Residential classification is intended to provide an area of transition between higher density housing and the surrounding area by offering development at two (2) to four (4) units per acre;
3. The R-2 zoning district's permissible density adheres to the recommendations for areas classified as Low Density Residential by the Hickory by Choice 2030 Comprehensive Plan;
4. Any and all improvements that are to take place on the property will be required to follow all applicable development regulations;
5. Public infrastructure currently in place in the area is sufficient to handle the type of development possible on the subject property;
6. Any future development that takes place on the subject property will be regulated by current and future development standards duly adopted by the City of Hickory and the State of North Carolina; and
7. Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and property owners are properly protect as prescribed by law.

Based upon these findings, the Hickory City Council has found Rezoning Petition 20-03 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

3. Approved a Resolution Approving the Financing Terms and Accepted the Bank Bid from BB&T (Truist Bank) for the Multiple General Fund Projects Installment Purchase Financing. – Presentation by Assistant City Manager Rodney Miller.

The City of Hickory has recognized the need to finance multiple general fund projects using an installment purchase method of financing for a fifteen-year period. The projects include a Fire Training Facility, Ridgeview Branch Library Expansion and Upgrades, Henry Fork River Park Turf Field, Deidra Lackey Memorial Park, and Appalachian Regional Commission (ARC) Road Project-Local Match. Projects involving financing methods of installment purchase are required to hold a public hearing for presentation of the financing concept in order to meet the public participation requirement prior to approval of debt by the Local Government Commission. This meeting is required to be a public hearing and must identify the concept that the City has chosen to use to finance the projects. A request for proposal was distributed to various banks on September 30, 2020 by the Finance Department. Three bids were received by the deadline date of October 23, 2020: BB&T (Truist Bank) – 1.69%; Regions Bank – 1.94%; Peoples Bank – 2.35%. Staff recommends approval of a Resolution approving financing terms and to accept the bank bid from BB&T (Truist Bank) for the Multiple General Fund Projects installment purchase financing.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on November 6, 2020.

City Manager Warren Wood asked Assistant City Manager Rodney Miller to the podium to present Council with a Resolution approving the financing terms and acceptance of the bank bid from BB&T (Truist Bank) for the multiple general fund projects installment purchase financing.

Assistant City Manager Rodney Miller presented a PowerPoint presentation. He discussed a proposed installment purchase financing that Council would undertake. That type of financing uses a capital asset that was constructed as collateral, much like a personal mortgage. It was very similar to that type of arrangement. They were proposing a 15-year financing term. In the 2020-21 budget they had proposed financing projects for the Ridgeview Branch library expansion, Henry Fork River turf field, Deidra Lackey Memorial Park City portion, and Appalachian Regional Commission Road Project, which was 9th Street going by the baseball stadium and the airport as well as the fire training facility in the current budget. This financing would then fund those five projects. He noted that two of those were already under construction. In fact, one of those was recently completed, the turf field. They had signed a Resolution which enabled the City to pay themselves back for money spent with the proceeds from this financing. It doesn't matter where those have already been undertaken or yet to be constructed. The Finance department sent a request for proposals to ten local banks. They received three of those proposals back BB&T (now Truist Bank), came in with the lowest interest rate proposal of 1.69 percent for 15-years. Staff recommended that City Council hold the public hearing to meet the public participation requirement for the Local Government Commission (LGC) in Raleigh. Anytime you borrow funds greater than \$500,000 or greater than five years, you must have Local Government Commission approval and per their approval when you do that, you have to have a public participation requirement, which was what he was asking Council to do tonight. Upon receiving input from the public, they would then ask Council to recommend approval of the Resolution, which approves financing terms that were laid out as well as except that bank bid from BB&T (Truist) for the installment purchase financing. If that was approved, then the Local Government Commission, would be informed and they would approve or consider that action at their December 1st meeting. They meet the first Tuesday of every month for financings across the State of North Carolina. He asked Council for any questions before the public hearing.

Mayor Guess asked for any questions.

Alderman Seaver asked what the difference was of the range of the interest rates.

Assistant City Manager Rodney Miller advised Regions Bank was 1.94 percent and People's Bank was 2.35 percent.

Alderman Seaver commented it was interesting with low interest rates that was quite a difference.

Assistant City Manager Rodney Miller commented it was a very good rate for a 15-year term. They were very lucky and again a lot of that had to do with the City's credit rating that they had talked about over the last year. Having a high credit rating means that banks and financial institutions have a good, solid, stable entity that they can trust that they're going to repay their debt.

Alderman Zagaroli asked the total amount that the City was borrowing.

Assistant City Manager Rodney Miller advised \$7.5 million dollars over 15-years.

City Manager Warren Wood commented that obviously the debt service payments that would go along with each one of those were also budgeted in the current annual budget.

Alderman Wood confirmed no material significant adverse effect on the ratios or the thresholds that were presented to Council earlier.

Assistant City Manager Rodney Miller responded no, in fact, the rates were lower than they had anticipated. They thought they would be around two percent or higher, and they were sub two percent and 1.69 percent, so they were in good shape on what they had budgeted for debt.

Mayor Guess asked for any questions. He reiterated the rules for conducting the public hearing. He declared the public hearing open and asked if there was

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

Alderwoman Patton moved, seconded by Alderman Zagaroli approval of the Resolution and acceptance of the bank bid from BB&T (Truist Bank). The motion carried unanimously.

RESOLUTION NO. 20-46

RESOLUTION APPROVING FINANCING TERMS
FOR MULTIPLE GENERAL FUND PROJECTS

WHEREAS, the City of Hickory, North Carolina ("Borrower") has previously determined to finance the Borrower's multiple general fund projects (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

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

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated October 23, 2020, or as such proposal may be supplemented or amended by Lender and the Borrower verbally or in writing. The amount financed shall not exceed \$7,500,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.69%, and the financing term shall not exceed fifteen (15) years from the date of closing.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and Deed of Trust and such other documents as Lender may request. Pursuant to the Financing Agreement and Deed of Trust, (a) Lender will advance moneys to the Borrower to pay the costs of the Project and the financing costs related thereto, and the Borrower will repay such advance in installments, and (b) the Borrower will grant a lien on the site of the Project, or portions thereof, together with all fixtures and improvements located thereon, to Lender as security for such advance.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to the Finance Officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for costs of the Project may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict.

B. Departmental Reports:

1. Update on Hickory Homelessness – Presentation by Community Navigator Casey McCall

City Manager Warren Wood advised the previous fiscal year the Police Department recommended the hiring of a Community Navigator to help specifically with the City's homeless population. Hickory was one of the first cities in North Carolina, and Chief Whisnant would speak to this, maybe the first to do that. This presentation was going to be in March, but with all the COVID stuff they put it off. This was an update on the homeless situation in Hickory and would be presented by Community Navigator Casey McCall, but Chief Thurman Whisnant would introduce him.

Chief of Police Thurman Whisnant thanked Councilmembers for the opportunity to speak to them. He commented that it comes at a good time because they were just a little bit over a year into having Casey McCall join their staff. He advised he would start off and be brief and take Council back a couple of years and set the stage for how Mr. McCall came to be part of their staff. He had been on the ground working hard for about a year. He would then turn it over to Mr. McCall and he would inform Council what he was seeing on the ground level, some of the successes he was having and some of the challenges that they were still working through. They got started about a year ago. Homelessness was not just a Hickory issue; it was a nationwide issue. He knew that because of some of the seminars some of his colleagues which he speaks to across the State, any city that was a metro area that was growing was having these issues. Some of the issues, some of the side effects, or some of the symptoms that come out of homelessness that the Police Department's deal with obviously were, panhandling, which was a frequent call for service that they have. Urban camping and loitering. With them having code enforcement, those kinds of things, it was just a problem that they were right in the middle of. Trespassing, trash and debris from encampments on private property, and alcohol and drug violations. Not just a Hickory problem. To give Council an idea of what the depth of the problem in Hickory was, every year, and Mr. McCall may speak a little bit more in-depth on this, but every year through the balance of State and our continuum of care, they do what was called a point in time count. Our region was Catawba County. Not every region was a specific County here in Catawba County. It was one day in January where community leaders, and volunteers go out and they do a count of the homeless population within Catawba County. What they really focus on was the folks that they interact with as police that they were dealing with the things that he just mentioned were typically your unsheltered homeless. Those are the folks that they were really trying to focus on and trying to come up with other options for. In January 2020, they identified 72 individuals in Catawba County that were unsheltered homeless. That was a slight uptick from the previous year, but over the last few years it had pretty much remained consistent. It just fluctuates very little. It pretty much had remained constant. He went back a couple years and discussed a couple of things that they had learned. Two of the biggest things that they had learned was homelessness was a complex problem. If there were simple solutions they would be able to get on the Internet and Google all sorts of solutions which he had done, and he hadn't found a great solution for it yet and he hadn't found anyone that has found a great solution other than to say that it's a very complex problem. What they had learned was it takes a lot of folks working together. It was not a problem that the Police Department alone could solve, it was a community problem. It was a social issue that takes a whole lot of coordinated efforts. They are blessed in Hickory that we do have a lot of great partners that they work with. They have a very good community that wants to help. They have a great faith-based community here and they have to continue to find ways to channel all those resources into the common good to where they are doing things that are productive and that are going to work well for all involved. The other thing that they had was they were not going to solve this problem by arresting people. Obviously, that may solve it now, but what they had learned was they were never going to arrest their way out of homelessness. They learned that. A similar thing with their LEAD program, which was another diversion program, their Law Enforcement Assisted Diversion. They talked about they were not going to be able to arrest their way out of addiction problems. Similar issue here. What they had seen over the years was their crime rates over the last two years, in 25-years, two of the lowest crime index rate years that they had. When he thinks about his career and he goes back over the last 20-

years, although the crime rate had declined like it had in a lot of places, their jobs had become more complex in policing. They were dealing with a lot more issues now, more complex issues, social issues that 20-years ago they may have said, well, that's not a police issue. He thought what had happened when you think about things and services that are not as available as they would hope; mental health services, addiction services. Mr. McCall would give Council a snapshot of the percentage of folks that were dealing with mental health and substance abuse issues that they were dealing with. There were just not a whole lot of resources out as many as they would like. Yet what agency was going to be left to deal with those issues? The Police Department. All those issues kind of fall right at the feet of the police. They must get creative and they must be collaborative, and they must be innovative. A couple of things that they had done in the past few years, they did a forum at Lenoir-Rhyne University. With the attendance they saw how many people were interested in this issue that wanted to help. They try to get folks to help in the right way. Probably handing \$20 out the window, feels good, probably not the best way to help when you think about most of the folks, they were dealing with were dealing with addiction and mental health issues. Another thing, code enforcement. For them they were right in the middle of it. They were trying to deal with trespassing issues, things of that nature, but they were also having to hold property owners accountable if homeless encampments pop-up on their property. Now the neighbors are complaining about trash and debris that was piling up. They had a pilot program that they worked with public services and worked with the landowners to help clean properties up. They had tried to be innovative in those areas and think outside the box. So, leading up to all those things that they were doing, what was their next step? He and Major Reed Baer attended a conference in 2018, it was the end of the year after their forum they held at Lenoir-Rhyne. They were in Orlando at the International Association of Chiefs of Police Conference, and there were multiple breakout sessions. One of the frequent sessions on different topics that you could attend were police response to homelessness. It was happening everywhere. They went to as many of those as they could and they realized that one of the things, the next level that they needed to go to and having done LEAD and seeing the success with LEAD, what they needed in Hickory, he thought they were responding and they were addressing issues at the moment, but as police were they really taking the time to talk to somebody that maybe their police officers had interacted with for two years. And this person was still out panhandling, they were still homeless. But had anybody really taken the time, or do they have the time as police to say, "Hey, why are you homeless? What are the obstacles? What are the things that are causing you to be on the street?" Some folks have very complex issues, but there are folks out there that have surprisingly small obstacles maybe that if they could help them, spend a little bit of time, do some case management, work with them, they could maybe get through some of those obstacles. They knew that they needed and so they knew that they needed a Community Navigator. Somebody that could help navigate folks to services was one thing for a police officer to say, "Hey, if you need to go to Catawba Valley Behavioral Health, you go two blocks this way and two blocks over." It was another thing when somebody has the time to put someone in the car, go and meet and do a follow through plan and case management and that was what Mr. McCall was doing. Four of the main things that Mr. McCall does was: identifies and assesses individuals referred by citizens and officers; he refers and connects individuals to services, and that included treatment. He referred to the PowerPoint and displayed a flyer that they have. He thought there were 47 different organizations both government and private that were providing services various things to folks that were experiencing homelessness, but just someone to kind of navigate folks through all those many services. Case management and follow through, and then the last piece, helping our community, be a leader in the community to help folks understand there was a right and a wrong way to help. They want to help and be productive without creating what was toxic charity that would end up maybe adding to the problem of addiction. They want to do it in a responsible way. They had worked with Mr. McCall for a while. He worked for 10-years as the Shelter Manager with the Salvation Army. He asked Casey McCall to the podium to discuss how his first year had gone.

Community Navigator Casey McCall commented it had been a joy to work for the Police Department and to work for this City. He thanked Council. He discussed homelessness. In the first year, from approximately when he started in August 2019 until August 2020, he had 101 total referrals. Probably 75 percent of those were coming from officers on patrol. The others were coming from other nonprofits in the community that need assistance for whatever reason they can't provide. Out of the 101 he was able to provide some form of services to 60 individuals. Out of the 60 individuals they were able to get 22 housed and or reconnected with family. He and Chief Whisnant, when he first started, talked about unofficial goals to obtain in their first year. He thought they concluded if

they got five to ten people off the street, they would count that as a success. They had superseded that with COVID being one of those barriers he was looking forward to seeing what they could accomplish once COVID restrictions have lifted and things like that. Unfortunately, 41 out of that 101 declined services. Some folks are just not ready. They were proud of the numbers. The last number at 9.4 percent decreased in panhandling calls. He looked at that as an accomplishment because that frees their officers up to take other calls that are more pertinent. As the Chief mentioned, their biggest barrier, the hardest thing to overcome was substance abuse and mental health. Those go hand in hand for many reasons. Both are things that affect your mind, your ability to make decisions, and things like that. People used to ask me how many of them are out here are drug users and alcoholics, and how many of them are crazy for lack of a better word? It wasn't a favorite word of his. He used to tell them 90 percent. He was close. Out of his 101 clients, 86 percent of their clients have some form of mental health and or substance abuse issue. It was kind of the chicken or the egg, what came first? Many of their homeless folks have an addiction because they have a mental health issue, and for whatever reason they can't get legal drugs for that mental health issue or the opposite was also true. They have an addiction problem that will eventually lead to mental health issues from excessive use of illegal mind-altering substances. Those two go hand in hand in many, many cases. Out of the 101 again, 23 were addicts and that was lumped together alcohol and illegal drugs, 42 out of that, were mental health and then 21 were both. Others would pertain to things like their criminal record always plays an effect on their future physical health and age was also a factor. There was a very small percentage that have lack of motivation, for lack of a better term.

Mr. McCall discussed the challenges that they saw or are seeing. It was a transient lifestyle. They have folks that he has a hard time keeping up with. They move around and some even cover more ground than you would think. You're working with them one week in the next week they may be in another County, and then they come back a couple months later. Then you have to pick-up where you left off. In some cases, you start over. Another challenge was employment and transportation. They go hand in hand. The employment opportunities are great for the City of Hickory and the surrounding area. The problem gets to be logistics. They may have that job opportunity, but no way, no transportation to get there. That position maybe a second shift or third shift position, but the bus system stops at seven o'clock in the afternoon. That was small barriers that you would not always think about. Shelter availability was also another barrier. There are some amazing shelter programs here. He was not just referring to the one that he did at the Salvation Army, but they have capacity. Once they meet that capacity, they cannot legally let anyone else in. That was an ongoing issue. He was sure Council was already aware of the housing shortage, and that was across the board. From what he had found, there are folks that could afford less than modest housing. They're in some of the lower income housing just for a lack of, so when they are working with these folks and partnering with agencies like Western Piedmont Council of Governments and Section 8, it was eviction driven. Especially with COVID and evictions being put on hold, when they are reinstated, then they have got a backlog of cases and things like that. Everything went stagnant, so to speak. As he mentioned mental health and substance abuse treatment. Very good programs in our area, but we're in a society today where nothing is free. They may be able to, in some cases, provide it free to the consumer, but someone must pay for it. That employee needs his paycheck or her paycheck. What typically happens they will have a certain amount of grant funding. Once that grant funding was depleted, they cannot provide free treatment. Obviously, most of the homeless individuals don't have the income or the health insurance to get that type of treatment. He mentioned COVID-19 and commented it effected the homeless population as it affects everyone else. It was just even more inconvenient. They saw a surge when COVID first broke of homeless coming to the area because all the agencies closed their doors. People were scurrying from area to area, County to County trying to find any agency or non-profit that would provide them shelter. That has subsided, the numbers have really leveled off.

Mr. McCall commented their success comes from a very simple approach. He would never pretend to be a very brilliant man. It was simply determining what those barriers were and addressing them from a very simple approach of just simply having conversations with them. What barriers are they running into day by day? And how can we overcome those barriers? None of this would be possible without partnerships that they had formed in this community. He advised with a lot of their clients it was obviously not just need. For many of them you have as many as half a dozen organizations that come around that individual to help provide some form of service. Agencies like Greater Hickory Cooperative Christian Ministry (CCM), of course, The Salvation Army, agencies

that are doing mental health and substance abuse treatment, and many, many more. Simply just addressing them with dignity and trust. Trust was something that he had obviously had to earn. It had taken some time. He was talking about a group of individuals that are frankly not treated with very much dignity in their day to day life. That approach of just treating them the way that he expected to be treated has in many ways been the key to all the success that they had seen this year. As an example of those services they had an individual that was constantly getting arrested for trespassing. He was trespassing on the same property. It was multiple officers at multiple times. Then he just simply started talking to this individual and trying to figure out why he kept going back to the same place that he knew he was not supposed to be. Dementia. He did not remember the conversation he had the day before when that person or that officer kindly gave him 24 hours to leave the property or he couldn't remember why he was in jail. He was constantly going back because his mental health was not being addressed. He was in his sixties, already on disability benefits. One thing that a lot of people don't realize when you spend a certain amount of time in jail that affects your benefits. Being in his financial state with his inability to keep up with money, he would stay in jail for up to 30 days or more, which would significantly affect his finances. Frankly, he could not make his way to the Social Security office. He took him one day and they sat there for four hours. This was pre-COVID, this had nothing to do with COVID, this was just how the Social Security Administration Office works. To get his benefits reinstated, they were able to do so, get a copy of his social security card and his identification. With his mental health he lost it. They replaced his identification four times. Through their checking and investigating they learned that this gentleman had family in California, and they reached out to his daughter. His daughter, not realizing what situation her father was in, agreed to be caretaker for him. Logistically it was difficult because she was in California. They were able to assist him in getting to California, and now he's in the care that he so greatly deserves. That was just one of 22 stories, not to mention the other 40 some that they were still serving. He asked Council for questions.

Alderman Zagaroli thanked Mr. McCall. That is a tough, tough job, and he knew that he couldn't handle it, but he was so delighted that Mr. McCall was doing such a good job of this. He asked what the numbers were for men versus women in homelessness.

Mr. McCall replied men versus women was 76 men out of 101, 32 women. A 70/30 split would be a good round percentage.

Alderman Zagaroli asked about the cure rate, was it easier curing the problem with men versus women relative jobs and shelter.

Mr. McCall advised in his experience he didn't see any correlation to gender, as far as success. The success comes from their willingness to put forth effort and other variables like if there are services available or whatever barriers they're trying to overcome. Frankly, when you're working with individuals, every individual was different. Every individual has different issues. It really was one of those where you're trying to put the square peg through the round hole 99.9 percent of the time. It was not a math equation. He couldn't, in all honesty, really tell him any trick or master plan.

Alderman Zagaroli asked what the biggest problem that he sees in a solution to this. Shelter?

Mr. McCall responded mental health. Their biggest issue over the past couple of decades with mental health reform. The Chief explained it very well. He explained that 20-years ago you had someone that needed mental health treatment it was very simple. His own brother could have him committed. That was not far from the truth. Now it was next to impossible. Programs like Broughton in Burke County. It must be a very, very severe case. They see a lot of folks that during self-neglect. They don't take care of themselves. They don't eat. Because of their memory loss they can't keep up with anything. Organizations like Adult Protective Services and things like that don't really know how to or can provide the needed services. They can't take someone's rights away and give them to someone else in those situations. That was what was frustrating. When you work with someone that clearly cannot take care of themselves in any form or fashion, but because of holes in the services unfortunately, these homeless individuals fall into where you can't just simply take that individual and say someone needs to take care of him. And then you must figure out who and how do you pay for that? And if they have no insurance, then what do you do there? Most definitely that was an exact number, 86 percent of the folks they were having issues with were mental health and substance use.

Alderman Zagaroli thanked Mr. McCall for his dedication.

Alderman Seaver referred to the counting of the homeless citizens that Chief Whisnant had spoken about. He asked if they get counted into the census.

Alderwoman Williams responded they did.

Alderman Seaver asked if they were counted was there funding streams set-up in Federal/State governments to help these people.

Mr. McCall replied there was. In his opinion, not enough, but there was. You have organizations like HUD, (DHHS) Department of Health and Human Services that have Federal funds, State funds that you could apply for. Some of the agencies here do apply for those. He could tell Council from his experience it was a lot of work for very little financial benefit. When he was at the Salvation Army, less than 10 percent was Federal funds, but it was almost 90 percent of his daily job keeping up with their requirements to receive that small portion of funding.

Alderwoman Patton asked how many residents or citizens of Hickory were versus coming from the outside. She had heard stories where other cities just dump people.

Mr. McCall commented it depends on how it was defined. If she was referring to how many folks were coming to Hickory, North Carolina, from out of State, in his experience less than 10 percent. It was a transient lifestyle and they do bounce, especially in our five County area. They could talk with people doing the same type of work in other Counties, and they may know the same people. As far as an exact number, he didn't know. He has people that he has known and worked with for 10 plus years. They were born in Florida. It depends on the definition of what it takes to be a part of our community, to be a part of our City versus outside. If that makes any sense whatsoever. He could say if he had to guess it would probably be 25 percent, 30 percent maybe, but again, that was people that may have called Morganton home. Counties like Alexander County have little to no services whatsoever. Again, he thought if some of those Counties started providing more services for their community, we may not have as much coming. Hickory was a hub in many ways.

Alderman Wood thanked Mr. McCall not only for the work he does, but for his approach to his work. He was helping the homeless, but he thought he had the power to help people who aren't homeless. Alderman Wood had written down three words while Mr. McCall was talking; "clients", he loved the fact that he referred to the people that he services as clients; "respect" and "dignity". He thought the way that Mr. McCall approached his work helped question the preconceived notions about how they view homeless people. There was extraordinary power in that. He heard Mr. McCall's message and he would love for everybody to hear this, everybody in Hickory. He thought that was as impactful as the work he was doing with the homeless. Changing their preconceived notions. He thanked Mr. McCall.

Alderman Seaver replied, that's right, you can't herd people around like that, they're individuals, they need to be handled individually.

Mr. McCall commented it was like herding cats.

Alderman Seaver commented teaching school too.

Alderwoman Williams commented Mr. McCall worked in the shelter system, and even the shelter beds are limited in terms of every night and there's restrictions. If someone has a severe substance abuse problem, they probably wouldn't be eligible to stay in a shelter. Is that correct?

Mr. McCall responded he couldn't honestly say. Obviously, he was no longer with the Salvation Army. He could say that when he was there, the policy was dictated by divisional headquarters, now under new leadership at Salvation Army, some things have changed. They had been a little more forgiving with some things. Marijuana for example, was something that stays unfortunately in your system for a very long time. If you were to put a severity on it, it was very minimal compared to other substances. He thought they were being a little more forgiving and he thought a lot of it had to do with what types of services they have around them. That played an aspect in whether they're allowed in the program or not.

Alderwoman Williams asked what would be his recommendation for housing options? We have the shelters, and then we have very little affordable housing in lower income affordable. People talk about little villages or we even have advocates here who want tent cities, which she didn't see that, but for the transition to permanent.

Mr. McCall responded that he thought an increase in housing across the board was needed. Everybody wants to live in Hickory. As the economy improves for the right or wrong reasons our homelessness will also increase. Whether they're coming here for a new start or they're coming here to take advantage as our economy improves our homelessness, unfortunately, will probably increase. It is our job to divvy those people out and help those that need help and those that are not here to better themselves need to move on to the next County. He thought, again more of everything. Transitional living. We have many people that may not be homeless, but they're what he referred to as mortgage poor. Every dime goes to pay their mortgage. Why not have a transitional living program that you can double people up? You can pay \$200 a month versus \$500 to \$700 a month. The answer was in his opinion not tent cities. It was not tiny homes, because economically you have got to look at how it affects the rest of our community. Knowing what he knows about a lot of the folks that he works with and their mental health, them put together in a somewhat confined area was not beneficial. Just because they have the same diagnosis doesn't mean they're going to get along. It means they're not going to get along. We need landlords that are willing to accept Section 8 vouchers. We need to keep these construction guys employed, let's build some more. The answer was not creating a problem for someone else as Chief Whisnant showed with images of campsites and stuff. He had the privilege of talking to some individuals that were property owners or property managers and the thousands of dollars they must spend annually to clean, that's not the answer. A lot of these folks need basic life skills first. The key phrase was housing first. He would agree to a point. In some cases, yes, but as he stated, you have people that cannot manage on their own. Giving them keys to an apartment, was not really the answer. Again, mental health reform. Having the ability to get these folks the services that they so desperately need.

City Councilmembers thanked Mr. McCall.

Mayor Guess commented the City was very fortunate to have this in the City of Hickory. As far as he knew, Chief, this was the only type of program like this that exists in a municipal Police Department. He asked if that was correct.

Police Chief Thurman Whisnant replied there are some in larger cities. The City's program was tailored to our need based on programs from Tampa, where they had a homeless outreach team and coordinators like what Mr. McCall does. Mr. McCall works closely with several officers who more closely work with him in each of their pacts. He just talked to the Salisbury Police Chief and they just funded a position for a similar position based on the City of Hickory's model. Lincoln Police Department had visited as well. When you look at community policing, how policing has changed over the years on the issues that their dealing with now, their goal was to reduce calls for service to reduce repeat calls for service. They want it to be a win/win and they know that it was not going to be 100 percent. It was based a lot on somebody's willingness to accept help, but they have to keep trying, but when you look at 72 people, over 20 people that have either been housed or relocated with caregivers or family, that was more successful than they had even hoped for. They have got to keep their foot on the gas and keep helping folks that want to be helped.

Mayor Guess knew they were doing it for the right reason, but him and staff were to be commended and the folks that had developed this. He thought that it was probably one of the better programs that they have. They certainly had the right person with Mr. McCall. He appreciated Mr. McCall. He commented that you could tell he has the heart, the background, and compassion. It was about having the right folks and he certainly was the right person in that job. Council appreciated all they were doing. He thought that it was extremely successful, and it would continue to be successful. They appreciated all that he was doing.

Mr. McCall thanked Council for giving him the opportunity.

2. Appointments to Boards and Commissions

COMMUNITY APPEARANCE COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
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
 Differently-Abled and is African-American or Other Minority (Council Appoints) VACANT

HICKORY REGIONAL PLANNING COMMISSION

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)
 (Appointed by City Council)
 Brookford (Mayor Appoints with Recommendation from Brookford) VACANT

LIBRARY ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 At-Large (Mayor Appoints) VACANT
 (Unexpired Term of Helen Devlin)

PUBLIC ART COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 4 (D. Williams Appoints) VACANT

PUBLIC HOUSING AUTHORITY

(Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)
 Position 3 (Mayor Appoints) VACANT
 Position 9 (Mayor Appoints) (Unexpired Term of Rebecca Clements) VACANT

YOUTH COUNCIL

(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)
 Youth Council Applicant Review Committee Recommends the Following Appointments:

FTF VACANT
 HCAM VACANT
 HHS VACANT
 Homeschool 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

Alderwoman Patton hoped everyone was aware that the Governor spoke about the County alert system, and it just brings more to mind that we need to do more than what we're doing currently to get our numbers down. The numbers were up, and we all need to wear mask, social distance, and hand sanitizer every time. And do your part in our community to keep us all safe.

Mayor Guess commented Council had blocked off chairs in Council Chambers and had an alternate space for folks if they run out of space in Council Chambers. As Alderwoman Patton had already mentioned masks and sanitizer were available. They will continue to follow the rules as pertaining to the State of North Carolina and the Catawba County Health Department.

City Attorney John Crone advised Mayor Guess that he had missed number 2, "Appointments to Boards and Commissions."

Mayor Guess asked if there were any appointments to the Boards of Commissions.

Alderwoman Patton thought based on this alert system they do need to have a conversation of what else they could do. The Governor tells us what we should do not really how to get there. She thought it was worth the conversation for Council to have that discussion.

City Manager Warren Wood asked if Council was doing Boards and Commissions.

Mayor Guess advised they didn't have any. His understanding there was no appointments to Boards or Commissions.

Council confirmed no one wished to make any appointments.

City Manager Warren Wood advised the decision had been made to cancel the Christmas parade, which was an easy decision. They had made the tougher decision to originally move forward with the Christmas tree lighting. He thought that they needed to get back to a sense of normalcy particularly for the kids who have suffered greatly through this. In rethinking that, they

had it scheduled for Friday evening this week, so they had decided to cancel the Christmas tree lighting this year. They would send out a press release and notify the partners they had been working with to do that.

Alderwoman Patton thought that was helping to set the tone for what they need to do for the community. She thanked City Manager Wood.

Alderwoman Williams asked if they would have lights on the Christmas tree.

City Manager Warren Wood replied yes.

Mayor Guess advised there wouldn't be a public gathering to watch it be lit for the first time.

XIV. There being no further business, the meeting adjourned at 8:45 p.m.

Mayor

City Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Office of Business Development, Planning Division
Contact Person: Brian Frazier, Planning Director
Date: November 19, 2020
Re: Voluntary Non-Contiguous Annexation of Property Owned by Reginald Sweat.

REQUEST

Call for public hearing, to be held on December 15, 2020, for the consideration of the voluntary non-contiguous annexation of 1.199 acres of property located at the 3597 Wandering Lane NE. This property is identified as PIN 3735-17-11-2352.

BACKGROUND

Mr. Reginald Sweat has petitioned for the voluntary non-contiguous annexation of 1.199 acres of property located at 3597 Wandering Lane NE. The subject property is currently located within Catawba County's zoning jurisdiction, and zoned R-20 Residential. The annexation is being requested in order to connect to the City's sewer system.

ANALYSIS

The subject property is currently zoned R-20 Residential by Catawba County. Under Catawba County's current zoning, the property may be developed for one and two family residential uses at an intensity of two (2) dwelling units per acre, which could potentially yield two (2) new single-family dwelling units, or four (4) two-family dwelling units (duplexes).

Should the property be annexed, and rezoned to R-2 Residential, the property could be developed for single-family residential, at a density of four (4) dwelling units per acre, which theoretically could yield four (4) single-family dwelling units. The property owner has indicated they intend to divide property into two (2) lots, and build two (2) single-family residences.

The current tax value of the property is \$21,800. If annexed with its present value, the property would immediately generate additional tax revenues of \$128.75. The future tax revenues generated by the development of the property is currently unknown.

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 11/19/2020
Initiating Department Head Date

Rodney Miller 11/23/20
Asst. City Manager R. Miller Date

Melvin Miller 11/20/20
Finance Officer, M. Miller Date

Date

Amrita Malhotra 11-23-20
Deputy City Attorney, A. Dula Date

Paul Beasley 11/20/20
Asst. City Manager, R. Beasley Date

Deputy Finance Officer, S. Guy Date

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

Warren Wood
City Manager, Warren Wood

11.24.20
Date

RESOLUTION NO. 20-____
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 Reginald E. Sweat requesting annexation of an area described in a petition was received on November 12, 2020 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 Reginald E. Sweat containing 1.199 acres more or less, located at 3597 Wandering Lane NE, and identified as PIN 3735-17-11-2352.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 12th day of November 2020.



Debbie D. Miller

Debbie D. Miller, City Clerk

RESOLUTION 20-____
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION,
PURSUANT TO G.S. 160A-31 OR G.S. 160A-58.1, AS AMENDED

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

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

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

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

Section 1: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on December 15, 2020 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:

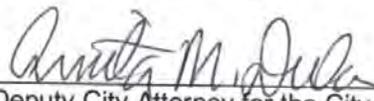
Property of Reginald E. Sweat containing 1.199 acres more or less, located at 3597 Wandering Lane NE, and identified as PIN 3735-17-11-2352.

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.

Hank Guess
Mayor

Warren Wood, City Manager

Approved As To Form:



Deputy City Attorney for the City of Hickory

CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION

DATE SUBMITTED: 11-11-2020

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

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

1. The property be voluntarily annexed is located on Wandering Lane NE
Sulphur Springs Rd NE between Brookridge Dr NE and _____
 and is shown in more detail on the attached survey.

PIN NO. (S): 3735-17-11-2352

Physical (Street) Address: _____

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

Owner Information:

Name: Reginald E. Sweat

Address: 3995 Elizabeth Street, Hickory, NC 28601

Phone Number: 828-256-7402

3. The petition is submitted by: Reginald Sweat
 (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: Reginald E. Sweat

Address: 3995 Elizabeth Street, Hickory, NC 28601

Phone Number: 828-256-7402

4. If annexation is approved by the Hickory City Council, and if the property(s) is not currently zoned by the City of Hickory, the applicant would request that the property be placed into a R-2 zoning district.

RECEIVED

BY: K. Miller
 DATE: 11-12-2020

5. WATER AND SEWER AVAILABILITY AND CONNECTIONS

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

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

6. APPLICANT'S AFFIDAVIT

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

Reginald E. Sweat
Printed Name of Property Owner(s)

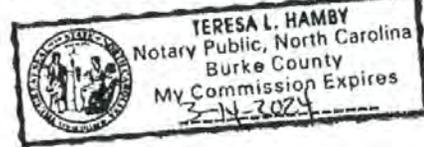
Reginald E. Sweat
Signature of Property Owner(s)

3995 Elizabeth St, Hickory
Address of Property Owner(s)

328-256-7402
Telephone Number of Property Owner(s)

(Please choose the appropriate notary block)

State of North Carolina - County of Burke



I, the undersigned Notary Public of the County and State aforesaid, certify that Reginald E. Sweat 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 10 day of November, 2020.

My Commission Expires: 3-14-2024

Teresa L. Hamby
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 name 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

1762 PAGE 471

RUTH MACKIE

'92 FEB 21 PM 4 21
Filed February 21, 1992 at 4:21 P.M. and
REGISTER OF DEEDS
CATAWBA CO., N.C.
recorded in Book 1762 at Page 471.

Ruth Mackie

RUTH MACKIE - REGISTER OF DEEDS

CATAWBA COUNTY
0 6 6 5 7 6

STATE OF NORTH CAROLINA
FEB 21 '92



Real Estate Excise Tax
40.00

REVENUE \$40.00

Excise Tax 40.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the _____ day of _____, 19____
 by _____ 56258

Mail after recording to _____

This instrument was prepared by CURT J. VAUGHT, ATTORNEY, HICKORY, NC

Brief description for the Index _____

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 19th day of February, 1992, by and between

GRANTOR	GRANTEE
ROBERT LEE TOWNSEND and wife, BARBARA ANN TOWNSEND	REGINALD E. SWEAT and wife, ELIZABETH J. SWEAT Route 11 Box 1461 Hickory, NC 28601

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

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

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

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

BEGINNING at an existing iron, said iron being located in the northern line of the right of way of Catawba Springs Drive (State Rd. 1511), 60-foot right of way, and said iron being located in the eastern line of the Kenneth C. Killian property, as recorded in Deed Book 1248 at Page 647; and running with the property of Kenneth C. Killian, North 1° 06' 19" East 116.57 feet to an existing iron; thence South 87° 17' 31" East 296.57 feet to an existing iron; thence with the line of the property as shown on the plat recorded in Plat Book 15 at Page 112, Catawba Springs Phase 4, South 3° 53' 23" West 223.04 feet to a bolt; thence North 70° 25' 32" West 37.90 feet to an existing iron; thence South 35° 10' East 31.67 feet to an existing iron located in the northern line of the right of way of Catawba Springs Drive; thence with the northern line of the right of way of Catawba Springs Drive, North 63° 23' 39" West 297.38 feet to an existing iron.

This description is taken from a map entitled, "Property of Robert L. Townsend and Barbara A. Cline's Twsp, Catawba County, NC", dated January 27, 1992, with reference on said map to Tax Map 716-1-4, made by Clark Surveying, Hickory, NC.

NO REVENUE

BOOK 2295 PAGE 1551
AUG 20 PM 3 27
Filed August 20, 2001 at 3:27 P.M. and
RECORDED
CATAWBA CO., N.C.
recorded in Book 2295 at Page 1551.
Ruth Mackie
Ruth Mackie, Register of Deeds rsm
Recording Time, Book and Page

Excise Tax
Tax Lot No.
Verified by County on the day of 20.....
by
Parcel Identifier No. *By Ruth Beaver, Asst.*
025507

Mail after recording to *1* Corne, Corne & Grant, P.A., PO Drawer 166, Newton, NC 28658-0166.....
This instrument was prepared by Robert M. Grant, Jr., Esq., Corne, Corne & Grant, P.A., Newton, NC.....
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 5th day of March 2001 by and between

GRANTOR	GRANTEE
REGINALD E. SWEAT and wife, ELIZABETH J. SWEAT	ELIZABETH J. SWEAT 3995 Elizabeth Street Hickory, NC 28601

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.
The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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

See attached Schedule "A"

SCHEDULE "A"

BOOK 2295 PAGE 1552

DESCRIPTION OF PROPERTY

First Tract. BEGINNING at an iron pin at the point of intersection of the eastern margin of the right of way of Spencer Drive with the southern margin of the right of way of Spencer Road and runs thence South 51° 20' East with the southern margin of the right of way of Spencer Road 85 feet to an iron pin; thence South 38° 38' West 140 feet to an iron pin; thence North 51° 23' West 96.0 feet to an iron pin in the eastern margin of the right of way of Spencer Drive; thence North 43° 07' East with the eastern margin of the right of way of Spencer Drive 140.5 feet to the BEGINNING.

BEING Lot 7 of Block "A" of an unrecorded plat of the Spencer Road Park prepared by Sam Rowe, Jr., dated October 17, 1964.

For reference to chain of title see deed recorded in Book 1000, Page 192, Catawba County Registry.

Second Tract. BEGINNING at an existing iron, said iron being located in the northern line of the right of way of Catawba Springs Drive (State Road 1511), 60-foot right of way, and said iron being located in the eastern line of the Kenneth C. Killian property, as recorded in Deed Book 1248 at Page 647; and running with the property of Kenneth C. Killian, North 1° 06' 19" East 116.57 feet to an existing iron; thence South 87° 17' 31" East 296.57 feet to an existing iron; thence with the line of the property as shown on the plat recorded in Plat Book 15 at Page 112, Catawba Springs, Phase 4, South 3° 53' 23" West 223.04 feet to a bolt; thence North 70° 25' 32" West 37.90 feet to an existing iron; thence South 35° 10' East 31.67 feet to an existing iron located in the northern line of the right of way of Catawba Springs Drive; thence with the northern line of the right of way of Catawba Springs Drive, North 63° 23' 39" West 297.38 feet to an existing iron.

This description is taken from a map entitled, "Property of Robert L. Townsend and Barbara A., Clines Township, Catawba County, NC," dated January 27, 1992, with reference on said map to Tax Map 716-1-4, made by Clark Surveying, Hickory, NC.

Third Tract. BEING Lot No. 8 of Block "C" in Colonial Heights according to a plat of the same dated June 26, 1965, prepared by Sam Rowe, Jr., and recorded in Plat Book 13, at Page 43, in the office of the Register of Deeds for Catawba County.

It is understood and agreed that this conveyance is made subject to all of those certain conditions, restrictions, and reservations set forth in a document recorded in the office of the Register of Deeds of Catawba County, North Carolina, in Book 835, Page 361. This property is subject to an easement five (5) feet in width running along the western margin of the property for the purpose of ingress and egress to install, repair and maintain water lines and utilities.

For partial chain of title, see Deed Book 925, at Page 219, Catawba County Registry.

The purpose of this deed is to dissolve an estates by entirety.

NEITHER THE INDIVIDUAL NOR LAW FIRM PREPARER OF THIS INSTRUMENT PERFORMED ANY TITLE EXAMINATION WORK, NOR CONDUCTED OR PARTICIPATED IN ANY CLOSING RELATED TO THE TRANSACTION INVOLVING THIS INSTRUMENT.

BOOK 2295 PAGE 1553

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee
in fee simple.

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

Any and all restrictions, easements, rights of way and encumbrances of record.

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

By: _____ (Corporate Name) Reginald E. Sweat (SEAL)
Reginald E. Sweat

By: _____ President Elizabeth J. Sweat (SEAL)
Elizabeth J. Sweat

ATTEST: _____ (SEAL)
Secretary (Corporate Seal) _____ (SEAL)



NORTH CAROLINA, _____ Catawba _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____
Reginald E. Sweat and wife, Elizabeth J. Sweat _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand
and official stamp or seal, this 16th day of August ~~March~~, 2001.
My commission expires: 5/15/2005 Crystal D. Smith
Notary Public

SEAL-STAMP NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____
personally came before me this day and acknowledged that _____ he is _____ Secretary of
_____ a North Carolina Corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its
President, sealed with its corporate seal and attested by _____ as its
Secretary.
Witness my hand and official stamp or seal, this _____ day of _____, 20____.
My commission expires: _____
Notary Public

The foregoing Certificate(s) of _____ Crystal D. Smith, Notary Public of Catawba Co., NC

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first
page by Ruth Mackie Ruth Mackie
By: Ruth Beavers REGISTER OF DEEDS FOR _____ CATAWBA _____ COUNTY
_____/Assistant - Register of Deeds

rsm

Last Will and Testament

OF

ELIZABETH J. SWEAT

I, ELIZABETH J. SWEAT, a resident of Catawba County, North Carolina, do hereby revoke all wills and codicils heretofore made by me and do hereby declare this to be my Last Will and Testament:

ITEM ONE

I direct that my just debts (including unpaid charitable pledges, whether or not the same are enforceable obligations of my estate), the expenses of my last illness, my funeral expenses or expenses of my cremation, if applicable (including the cost of a suitable monument at my grave and perpetual care of the cemetery lot in which I am interred, if applicable, whether or not such expenditures exceed the limitations otherwise imposed by law), and the costs of administration of my estate be paid out of the assets of my estate as soon as practicable after my death.

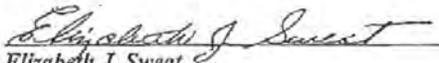
ITEM TWO

SECTION 1: Probate estate to surviving Spouse; alternative trust in event of disclaimer.

I hereby devise any and all property that I own at the time of my death, both real and personal, and of every class, kind and description and wheresoever located to my spouse, REGINALD E. SWEAT, in fee simple, absolute, if he survives me; but, if my spouse disclaims or renounces the right to receive all or any part of my estate that would otherwise pass to such spouse under this Item, I give that portion to which such disclaimer pertains to the Trustee, hereinafter named, to be held and administered IN TRUST under the provisions of Item Four below.

If my spouse, REGINALD E. SWEAT, does not survive me, I direct that my Estate which otherwise would have passed under this Section 1 instead be held, administered and distributed as follows:

SECTION 2: Specific bequest of pecuniary sum to Robert C. Lyalls, II and Reginald Casey Sweat. As a specific bequest, I give each of my grandsons, Robert C. Lyalls, II, and


Elizabeth J. Sweat

PAGE TWO OF THE LAST WILL AND TESTAMENT OF ELIZABETH J. SWEAT

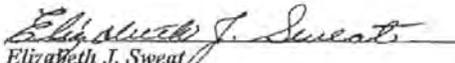
Reginald Casey Sweat, as survive me, the sum of Fifty Thousand Dollars (\$50,000.00) apiece. If either or both of said grandsons should fail to survive me, then and in that event I direct that the pecuniary sum otherwise devised to them should lapse and pass with my residuary estate.

PROVIDED THAT, if either of said grandsons be under the age of twenty-five (25) years at the time that this Item becomes effective, then and in that event, I direct that the amount so devised not be delivered to such beneficiary but rather be delivered to my Trustee, hereinafter named, to be held and administered in trust for such beneficiary under the provisions of Item Three below.

PROVIDED THAT, in the event that my net probate estate, exclusive of tangible personal property to be disposed of pursuant to Section 3 of this Item, is less than TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS at the time this Item becomes effective, then I direct that the above-described specific bequests for Robert C. Lyalls, II and Reginald Casey Sweat not be made, but rather that said sums pass as part of my residuary estate under Section 4 below.

SECTION 3. Gift of Tangible Personal Property. Subject to the preceding sections of this Item, I give all such tangible personal property that was not held by me solely for investment purposes, including, but not limited to, my automobiles, household furniture and furnishings, clothing, jewelry, collectibles and personal effects (i) to my children who survive me, to be divided among them by my Executor in shares of as nearly equal value as may be practicable, or (ii) to the survivor of my children if but one of them survives me. If neither my spouse nor my children survive me, I give all such tangible personal property to my descendants who survive me, per stirpes. The costs of safeguarding, insuring, packing, storing and delivering my tangible personal property to any beneficiary under this Paragraph shall be paid from my estate as expenses of administration. I may leave a writing which, although not a part of my will, expresses my desires concerning the disposition of my tangible personal property. I request, but do not require, that my wishes as set forth in any such writing be observed.

SECTION 4. Gift of Residuary Estate. In the event my net probate estate, exclusive of tangible personal property to be disposed of pursuant to Section 3 of this Item, is less than TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS at the time this Item becomes effective,


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then I direct that my residuary estate be apportioned in equal shares, so that one share each be apportioned to Robert C. Lyalls and Reginald Casey Sweat, as such of them then be living, and one share apportioned for each child of mine who is then living, and one share for the living issue, per stirpes, if any, of any child of mine who is then deceased; provided that if any beneficiary under this Section then be under Twenty-Five (25) years of age, then and in that event I direct that his or her share be held in Trust and administered for the benefit of said beneficiary pursuant to the terms and conditions of Item Four below.

Otherwise, my residuary estate, being the rest, residue and remainder of my property, of whatsoever kind and nature, be it real, personal or intangible property, and wheresoever located, not otherwise devised and bequeathed pursuant to the preceding Sections of this Item, but excluding any property over which I may have a power of appointment, I give to the Trustee, hereinafter named, to be held and administered IN TRUST under the provisions of Item Four below.

ITEM THREE

TRUST FOR ROBERT C. LYALLS, II, AND REGINALD CASEY SWEAT

SECTION 1: In the event that either of my grandsons, Robert C. Lyalls, II, or Reginald Casey Sweat, be under the age of twenty-five (25) years at the time that the specific bequests provided for in Item Two, Section 2 become effective, then and in that event, I direct that my Trustee hold and administer the specific bequest for such of my named grandsons as then be under twenty-five (25) years and dispose of the same under the provisions of this Item Three.

SECTION 2: Each share apportioned for a beneficiary who has reached twenty-five (25) years of age shall be distributed by my said Trustee to the said beneficiary free and discharged of trust.

SECTION 3: When each such named beneficiary attains the age of twenty-one (21) years, the Trustee shall distribute to such beneficiary the sum of Fifteen Thousand Dollars (\$15,000.00); when each such named beneficiary attains the age of twenty-three (23) years, the Trustee shall distribute to such beneficiary an additional sum of Fifteen Thousand Dollars (\$15,000); when each

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such named beneficiary shall reach the age of twenty-five (25) years, all remaining Trust property constituting said beneficiary's share shall be delivered to such beneficiary free and discharged of trust.

SECTION 4: My Trustee is hereby given the power to pay from the accumulated income or principal of any Trust under this Item such amount as the Trustee, in her sole discretion, deems necessary or desirable from time to time to adequately provide for the medical, hospital, surgical or other health care, education, support and maintenance in reasonable comfort of the beneficiary of such Trust, taking into consideration, to the extent my Trustee deems advisable, any other income or resources of such Trust Beneficiary known to my Trustee.

SECTION 5: In the event that either of the named Trust Beneficiaries under this Item Three should die prior to receiving a complete distribution of his or her share, then I direct that the undistributed balance of his or her share shall be added to my residuary estate and distributed pursuant to the provisions of Item Two, Section Four above.

ITEM FOUR

In the event that any portion of my estate passes under Section One or Section Four of Item Two into trust, either because my named spouse disclaims or renounces the right to receive all or any part of my residuary estate or because my named spouse fails to survive me, then and in that event, my Trustee shall hold the property so passing IN TRUST, to be administered and disposed of in accordance with the provisions contained in this Item Four.

PART A

TRUST FOR SPOUSE

If my spouse shall survive me, my Trustee shall pay whatever amount or amounts of the net income or principal, or both, of this Trust as it shall determine to my Husband in convenient installments, but no less frequently than quarterly, during his lifetime. In exercising this discretionary power, especially with respect to principal, my Trustee may, but need not, consider any other means of support available to my Husband and shall give primary consideration to his needs and desires.

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Upon my spouse's death, my Trustee shall distribute all Trust property in this Part A Trust to my then living issue, per stirpes; provided that, if any of such living issue are then under twenty-five (25) years of age, then such share shall not be distributed, but rather held and administered in trust under and pursuant to the provisions of Parts B and C of this Item.

PART B

FAMILY TRUST

SECTION 1: If my spouse shall predecease me, then and in that event, my Executor shall distribute that portion of my estate as governed by Section Four of Item Two to my Trustee who, in turn, shall apportion, in equal shares, all property then constituting the Trust, so that one share is apportioned for each child of mine who is then living and one share for the living issue, per stirpes, if any, of any child of mine who is then deceased.

SECTION 2: Each share apportioned for a beneficiary who has reached twenty-five (25) years of age shall be distributed by my said Trustee to the said beneficiary free and discharged of trust.

SECTION 3: Each share apportioned to a beneficiary who shall be under the age of twenty-five (25) years shall continue to be held by my Trustee, IN TRUST, to pay the net income derived therefrom to the beneficiary or guardian (legal or parental) thereof, in annual or more frequent installments, and also pay to the beneficiary (or guardian) all or such part of the principal thereof as my Trustee shall in her sole discretion determine; provided that, in exercising this discretionary power over principal, my Trustee shall consider other means of support available to the beneficiary and shall give primary consideration to supporting and educating the beneficiary.

When each such beneficiary attains the age of twenty-one (21) years, the Trustee shall distribute to such beneficiary from his or her share the sum of Fifteen Thousand Dollars (\$15,000.00); when each such beneficiary attains the age of twenty-three (23) years, the Trustee shall distribute to such beneficiary from his or her share an additional sum of Fifteen Thousand Dollars (\$15,000); when each such beneficiary shall reach the age of twenty-five (25) years, all remaining Trust property constituting said beneficiary's share shall be delivered to such beneficiary

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free and discharged of trust.

SECTION 4: In the event that any of the Trust Beneficiaries under any Trust created by Part B should die prior to receiving a complete distribution of his or her share, then I direct that the undistributed balance of his or her share shall be distributed, per stirpes, to his or her then living issue; in default of such living issue, then I direct that such undistributed balance be distributed to my living issue, per stirpes, subject to the provisions of Section 3 above of this Item.

PART C

GENERAL PROVISIONS

SECTION 1: I hereby authorize and empower the Trustee, in her sole and absolute discretion, at any time and from time to time, to disburse from the principal of any Trust Share created under Part A or Part B of this Item Four such amounts as he may deem advisable to provide adequately and properly for the support, maintenance, education, and health of the current income beneficiary thereof, including, but not by way of limitation, expenses incurred by reason of illness, disability, and education. In determining the amounts of principal to be so disbursed, the Trustee shall take into consideration any other income (other than capital gains) or property which such income beneficiary may have from any other source. The Trustee's discretion shall be conclusive as to the advisability of any such disbursement.

SECTION 2. There is no absolute right of any Trust Beneficiary to any income or principal (hereinafter "interest") of his or her Trust Share until such time as the Trust Share is to be delivered to him or her, discharged of trust. If any Trust Beneficiary of any trust shall attempt to pledge, sign, sell, transfer, alienate or encumber his or her interest, or if any creditor or claimant shall attempt to subject such interest to the payment of any debt, liability, or obligation of such beneficiary, the Trustee shall withhold payment of any income or principal except those amounts as she, in her sole discretion, may determine to apply for the maintenance and comfort of one or more of the following persons, namely: (1) The Trust Beneficiary; (2) The spouse of such Trust Beneficiary; (3) the issue of such Trust Beneficiary; and (4) those who would be entitled to receive the undistributed balance of the Trust Share had the Trust Beneficiary died prior to final distribution

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of the Trust Share, regardless of the equality of distribution. In no event shall the Trustee be required or compelled to pay any part of the income or principal to such Trust Beneficiary.

SECTION 3: During the minority or incapacity of any Trust Beneficiary, my Trustee may pay, transfer or assign income or principal of the Trust in accordance with this section in any one or more of the following ways:

- (a) Directly to such Beneficiary in such amounts as the Trustee deems advisable as an allowance;
- (b) To the Guardian of the person or of the estate of such Beneficiary;
- (c) To a relative of such Beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the Beneficiary;
- (d) By expending such income or principal directly for the education, maintenance or support of such Beneficiary.

My Trustee shall have the power, in her own uncontrolled discretion, to determine whether a Beneficiary is incapacitated, and her determination shall be conclusive.

SECTION 4: In making distributions of net income to Beneficiaries, the Trustee may disburse the same in monthly or other convenient installments, based upon the Trustee's estimate of projected income for the Trust for that fiscal year, and shall annually adjust any difference between estimated and realized net income.

SECTION 5: Anything in this Will to the contrary notwithstanding, no trust (other than the trust of a vested interest) created herein shall continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who were living at the time of my death. Upon expiration of such period, all trusts shall terminate and the assets shall be distributed outright to such persons as are then entitled to the income therefrom and in the same proportion; but, if no person is then entitled to a specific portion of income, then to the then living income beneficiaries, per stirpes.

ITEM FIVE

All transfer, estate, inheritance, succession and other death taxes, together with any interest or penalty thereon, which shall become payable by reason of my death,


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(a) in respect of property owned by me and passing under this Will, or
 (b) with respect to any other property included in my gross estate for the purposes of determining such taxes and whose value is allowed as a marital or charitable deduction in the Federal Estate Tax proceeding relating to my estate, shall be paid from my residuary estate. All such taxes with respect to any other property, except those taxes as to which payment is directed to be made from such property which shall be paid from such property, shall be paid by the Trustee or the persons in possession thereof or benefitted thereby, in proportion to the value of the property received or enjoyed by each bears to the value of all such property as finally determined in the respective tax proceeding relating to my estate.

ITEM SIX

I hereby nominate, constitute and appoint my daughters, **VICTORIA LOUISE HYNEMAN** and **BRENDA GAIL LYALLS**, as Co-Executors of this, my Last Will and Testament, and direct that they be permitted to serve in said capacity without giving bond or other security. In the event that either of said daughters shall be unable or unwilling to serve as Executor, then I direct that the other named daughter serve as Executor of this, my Last Will and Testament, and direct that she be permitted to serve in said capacity without giving bond or other security.

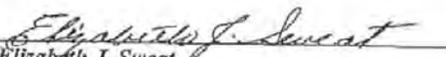
ITEM SEVEN

I hereby nominate, constitute and appoint my daughter, **VICTORIA LOUISE HYNEMAN**, as Trustee of all Trusts created in this, my Last Will and Testament. In the event Victoria Louise Hyneman shall be unable or unwilling to serve as Trustee, then I direct that **BRENDA GAIL LYALLS** shall be appointed as Trustee or Successor Trustee of all Trusts created herein.

I direct that my Trustee(s) shall not be required to qualify, to file any inventory, appraisal, account or report to any Court, or to give bond (unless in each case said Trustee(s) is otherwise required to do so, notwithstanding this provision), but shall furnish annually to each current income beneficiary reports and accounts for all receipts and disbursements during each accounting period.

ITEM EIGHT

I grant my Executor with respect to my estate and my Trustee with respect to any trust


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created under this will the authority and power to exercise, in her sole discretion and without court order, in respect of any property forming part of my estate or of any such trust or otherwise in its possession hereunder, all powers conferred by law upon Executors and Trustees, or expressed in this will, and I intend that the powers so granted be construed in the broadest possible manner. Subject to North Carolina General Statutes Section 32-26, I further confer upon my Executor and Trustee all the powers set forth in North Carolina General Statutes Section 32-27 which are hereby incorporated by reference as they exist at the time of my execution of this will. In addition, my Executor and Trustee shall also have the powers, authority and discretion hereinafter set forth:

(1) PROPERTY DESCRIPTIONS: To determine what property is covered by general descriptions contained in this will.

(2) REAL PROPERTY: To take possession, custody or control of any real property in my estate without court approval and without notification to any beneficiary of my estate or any trusts hereunder; and to sell, lease or mortgage any real property, by public or private sale, at such time and upon such terms and conditions as my Executor may deem best, all without the necessity of obtaining the approval or authorization of any court, whether title to such property is vested in my Executor. My Executor's determination that it is in the best interest of the administration of my estate to apply the resulting proceeds from any sale, lease or mortgage of such property to the payment of debts and other claims against my estate, and its determination that possession, custody or control of such property is not in the best interest of the administration of the estate, shall be binding and conclusive on all persons taking hereunder.

(3) FACILITY OF PAYMENTS: To apply for the benefit of or for the use of any beneficiary hereunder any property (whether principal or income) vesting in or payable to such beneficiary, without seeing to the application of the payments so made and for which the receipt of the payee shall constitute a full acquittance of the Fiduciary.

(4) NON-PRO RATA DISTRIBUTIONS: To make distributions under this will (without the consent of any beneficiary) in cash or in specific property, real or personal, or in undivided interests therein, or partly in cash and partly in such property, and to do so without

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regard to the income tax basis of specific property allocated to any beneficiary (including any trust) and without making pro rata divisions of specific assets.

(5) *ELIMINATION OF SMALL TRUSTS: To terminate or not establish any trust created or to be created under this will (other than a qualified charitable remainder trust) whenever my Trustee determines it would be contrary to the best interests of the beneficiaries by reason of the small amount involved, legislation or unforeseen changes or circumstances to create or continue such a trust shall be distributed to the beneficiaries then entitled to the income of such trust. If the beneficiaries of such income depend upon the exercise of my Trustee's discretion, then my Executor or Trustee, as the case may be, shall distribute such property among those beneficiaries and in such proportions as my Trustee, in her sole discretion, shall determine, and its determination shall be binding and conclusive upon all interested persons.*

(6) *TRANSACTIONS BETWEEN RELATED ENTITIES: To sell assets of my estate or any trust created under this will to the beneficiaries thereof, to any member of my family or to itself as Executor or Trustee of any other trust or estate at the fair market value thereof; to purchase assets from any member of my family, from any other trust or estate or the beneficiaries thereof for my estate or any trust created under this will at the fair market value thereof; and to lend money to such other trusts or estates, the beneficiaries thereof or any member of my family at rates of interest and upon security determined by my Executor or Trustee to be adequate; provided I, my spouse, my parents or my descendants are the respective Grantors or beneficiaries of such other trusts or estates.*

(7) *DIRECT DISTRIBUTIONS TO TRUST BENEFICIARIES: To make distributions directly from my estate to the beneficiaries of trusts established under this will; provided that the Trustee of any such trust would be authorized or directed to make distributions to the beneficiaries.*

(8) *MERGER OF TRUSTS: To merge the assets of any trust created under this will with those of any other trust, by whomsoever created, maintained for the same beneficiaries upon substantially the same terms (even though the component trusts differ as to contingent*

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beneficiaries, in which case, if the contingency occurs, the funds may be distributed in such shares as the Trustee, in her sole discretion, deems necessary to create a fair ratio between the various sets of remaindermen).

(9) WITHHOLDING FOR TAXES: To withhold distribution of an amount of property sufficient, in its judgment, to cover any liability that may be imposed on the Trustee for estate or other taxes until such liability is finally determined and paid.

Notwithstanding any other provision of this will to the contrary, no power or authority conferred by law or expressed or specifically incorporated in this will shall be exercised in such manner as would cause any devise for the benefit of my spouse, which would otherwise qualify for the federal estate tax marital deduction, to fail to qualify for such deduction.

ITEM NINE

SECTION 1: As used in this will, the masculine, feminine and neuter gender, and the singular and plural numbers, whenever the context requires or permits, shall be deemed to include the other genders or numbers respectively.

Titles and headings contained in this will shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Will.

SECTION 2: Unless otherwise stated in this Will, the following definitions shall control the meaning of this Will:

(a) The term "Husband" or "spouse" or their possessive, wherever used in this Will, whether generally or in the context of a specific devise, or appointment or otherwise, refers solely and specifically to my husband, "Reginald E. Sweat;"

(b) The terms "child", "children", and "lineal descendants" are each intended to include adopted persons for all purposes whether such persons are adopted before or after the execution of this Will or before or after my death;

(c) The term "devise" refers to distributions of real property or personal property or both, depending upon the context in which such term is used;

(d) The term "Internal Revenue Code" means the United States Internal Revenue

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Code of 1954, as amended, and any subsequent corresponding law enacted in its place, and;

(e) The term "property" shall be deemed to include interests in property.

I, ELIZABETH J. SWEAT, the Testatrix, sign my name to this instrument this the 17th day of August, 2001, being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Elizabeth J. Sweat
Elizabeth J. Sweat

We, Robert M. Grant, Jr. and Chrystal N. DeHart, the witnesses, sign our name to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testatrix signs and executes this instrument as her Last Will and that she signs it willingly, and that each of us, in the presence and hearing of the testatrix, hereby signs this Will as witness to the testatrix's signing and, to the best of our knowledge, the testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Robert M. Grant, Jr.
Witness

Chrystal N. DeHart
Witness

NORTH CAROLINA

CATAWBA COUNTY

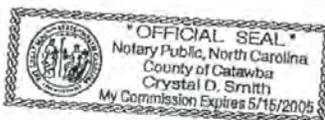
Subscribed and sworn to and acknowledged before me by ELIZABETH J. SWEAT, the testatrix, and subscribed and sworn to before me by Robert M. Grant, Jr. and Chrystal N. DeHart, witnesses, this the 17th day of August, 2001.

Crystal D. Smith
Notary Public

My Commission Expires:

5/15/2005

(SEAL)



Elizabeth J. Sweat
Elizabeth J. Sweat

NORTH CAROLINA
CATAWBA COUNTY

FIRST CODICIL

I, **ELIZABETH J. SWEAT**, a resident of said State and County, declare this to be the First Codicil to the Last Will and Testament executed by me on August 17, 2001.

I.

I hereby amend my Will by adding the following sentences to the end of the first paragraph in SECTION 4 of ITEM TWO:

“Any share apportioned to or distributed to my son, Reginald Bradford Sweat, shall be held by my Trustee under the provisions of ITEM FOUR, PART B.1. Before making any apportionments or distributions as set forth in Section 4 herein, my Executor is directed to give to my daughter, **VICTORIA LOUISE HYNEMAN**, a right of first refusal, exercisable within sixty days of written notice thereof, to buy my residence located at 3995 Elizabeth Street, Hickory, North Carolina, at two-thirds of the then current fair market value, as determined by an appraisal performed by a certified real estate appraiser. If this right of first refusal is not exercised within sixty days after such written notice, then the apportionments and distributions shall be made as set forth in Section 4 as if this provision did not exist.”

II.

I hereby amend my Will by deleting SECTION 2 of PART B of ITEM FOUR thereof and substituting the following in lieu thereof:

**“ITEM FOUR
PART B
FAMILY TRUST**

SECTION 2: Each share apportioned for a beneficiary who has reached twenty-five (25) years of age shall be distributed by my Trustee to the said beneficiary free and discharged of trust. Provided, however, that any share distributable to my son, **REGINALD BRADFORD SWEAT**, shall be distributed as set forth in PART B.1.”

III.

I hereby amend my Will by adding a PART B.1 to ITEM FOUR, which will be inserted between PART B and PART C in ITEM FOUR thereof:

"ITEM FOUR**PART B.1****TRUST FOR REGINALD BRADFORD SWEAT**

This article establishes a Trust for Reginald Bradford Sweat. The share of my estate that is set aside for, apportioned to, or distributable to Reginald Bradford Sweat shall be held by my Trustee or his successor, in a Trust for the benefit of Reginald Bradford Sweat in accordance with the following provisions:

The Trustee may distribute all or any portion of the trust property to Reginald Bradford Sweat in such amounts and at such times as the Trustee, in his discretion, may determine. Distributions under this Trust are in the sole and absolute discretion of the Trustee. I have no obligation of support owing to Reginald Bradford Sweat, and he has no entitlement to the income or corpus of this Trust, except as my Trustee, in his complete, sole, absolute, and unfettered discretion, elects to disburse. In this regard, my Trustee may act unreasonably and arbitrarily, as I could myself if I were living and in control of these funds. The Trustee's sole and independent judgment, rather than any other parties' determination, is intended to be the criterion by which disbursements are made. No court or any other person should substitute its or their judgment for the discretionary decision or decisions made by the Trustee.

Any income received by the Trustee not distributed to or for the benefit of the trust beneficiary shall be added annually to the Trust's principal. If it becomes necessary to interpret any provision of this Trust, it is specifically intended that the Trust does not create any rights in Reginald Bradford Sweat as a beneficiary.

This Trust is not intended to be a resource of Reginald Bradford Sweat, and it is not available to him. It is intended to be a discretionary spendthrift trust. No interest in the principal or income of this Trust shall be anticipated, assigned or encumbered or shall be subject to any creditors' claims, or to any legal process prior to the actual receipt by my son, Reginald Bradford Sweat. No part of the Trust estate shall be subject to the claims of Reginald Bradford Sweat's estate's creditors, or his voluntary or involuntary creditors during his lifetime.

Upon the death of Reginald Bradford Sweat, the Trustee shall pay over and shall distribute the remaining principal and undistributed income of this Trust to Reginald Casey Sweat, if living, and if not then living, to my living issue, per stirpes."

IV.

I hereby amend my Will by deleting ITEM SEVEN and substituting the following in lieu thereof:

"ITEM SEVEN

I hereby nominate, constitute, and appoint, my daughters, **VICTORIA LOUISE HYNEMAN** and **BRENDA GAIL LYALLS**, to be Co-Trustees of the Trust for Reginald Bradford Sweat established under this Will. In the event that either Victoria Louise Hyneman or Brenda Gail Lyalls shall fail to act or shall resign or die, then I appoint the other to serve as the sole successor Trustee. I appoint Victoria Louise Hyneman to be Trustee of all other trusts established under this Will. In the event that Victoria Louise Hyneman fails to act or shall resign or die, then I appoint Brenda Gail Lyalls to be successor Trustee. Each Trustee shall have the right to resign without court order at any time in a writing signed by the Trustee, and delivered to the successor Trustee, such resignation to be effective upon the acceptance of the Trusteeship by a successor Trustee. The sole successor Trustee shall have the right to appoint without court order a successor individual or corporate Trustee in a writing signed by a Trustee which states the event or events upon which the successor Trustee shall act.

I direct that my Trustee(s) shall not be required to qualify, to file any inventory, appraisal, account or report to any Court, or to give bond (unless in each case said Trustee(s) is otherwise required to do so, notwithstanding this provision), but shall furnish annually to each current income beneficiary reports and accounts for all receipts and disbursement during each accounting period."

V.

I hereby amend my Will by adding the following sentence to the end of SECTION 1 of PART B of ITEM FOUR:

"ITEM FOUR

PART B

FAMILY TRUST

SECTION 1. Before making any apportionments or distributions as set forth herein, my Trustee is directed to give to my daughter, **VICTORIA LOUISE HYNEMAN**, a right of first refusal, exercisable within sixty days of written notice thereof, to buy my residence located at 3995 Elizabeth Street, Hickory, North Carolina, at two-thirds of the then current fair market value, as

determined by an appraisal performed by a certified real estate appraiser. If this right of first refusal is not exercised within sixty days after such written notice, then the apportionments and distributions shall be made as if this provision did not exist."

VI.

In all other respects, I ratify and confirm all of the provisions of my said Will dated August 17, 2001.

I, ELIZABETH J. SWEAT, the Testatrix, sign my name to this instrument this 1 day of September, 2004, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as the First Codicil to my Last Will and Testament and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Elizabeth J. Sweat (SEAL)
Elizabeth J. Sweat

We, Kimberly H. Whitley Barbara Gore
and Beverly L. Cook, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as the First Codicil to her Last Will and Testament and that she signs it willingly, and that each of us, in the presence and hearing of the Testatrix, hereby signs this Codicil as witness to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Kimberly H. Whitley
Barbara Gore
Beverly L. Cook
Witnesses

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

Subscribed, sworn to and acknowledged before me by ELIZABETH J. SWEAT, the Testatrix, and subscribed and sworn to before me by Kimberly H. Whitley, Barbara Gore, and Beverly L. Cook the witnesses, this 1 day of September, 2004.

Rosalee Oden

Notary Public

My Commission Expires: 7/24/2005

Document #243228



CERTIFICATION OF VITAL RECORD

STATE OF NORTH CAROLINA
CATAWBA COUNTY
OFFICE OF REGISTER OF DEEDS

BOOK 2012 PAGE 0734

2012
0734

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
N.C. VITAL RECORDS
CERTIFICATE OF DEATH

Registration District No. 018-00 Local No. 734

DECEDENT'S NAME (First, Middle, Last) Elizabeth Johnston Sweat SEX F DATE OF DEATH (Month, Day, Year) 05/27/2012

SOCIAL SECURITY NUMBER 229-42-2665 AGE - Last Birthday (Years) 80 UNDER 1 YEAR 5 UNDER 1 DAY 00 DATE OF BIRTH (Month, Day, Year) 05/04/1932 BIRTHPLACE (County and State or Foreign Country) Portsmouth, VA

PLACE OF DEATH (Check only one)
 HOME HOSPITAL NURSING HOME OTHER (Specify) Hospice

FACILITY NAME (if not institution, give street and number) Hospice of Catawba Valley CITY, TOWN, OR LOCATION OF DEATH Newton INSIDE CITY LIMITS? NO COUNTY OF DEATH Catawba

MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) Married SURVIVING SPOUSE (Last, first, middle, name) Reginald E. Sweat DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.) Homemaker KIND OF BUSINESS/INDUSTRY Own Home

RESIDENCE - STATE NC COUNTY Catawba CITY, TOWN, OR LOCATION Hickory STREET AND NUMBER 3995 Elizabeth Street

INSIDE CITY LIMITS? (Yes or No) No ZIP CODE 28601 Was Decedent of Hispanic Origin? (Specify race or ethnicity) No RACE - American Indian, Black, White, Etc. (Specify) White DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) College (13-17+) 14

FATHER'S NAME (First, Middle, Last) Earl Francis Johnston Sr. MOTHER'S NAME (First, Middle, Maiden Surname) Sarah Elizabeth Parker

INFORMANT'S NAME (Type/Print) Reginald E. Sweat MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 3995 Elizabeth Street Hickory, NC 28601 DATE WHEN DEATH OCCURRED 19c

IMMEDIATE CAUSE (Final disease or condition resulting in death) cerebral embolism DUE TO (OR AS A CONSEQUENCE OF) 1

Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I, such as tobacco, alcohol, drug use, diabetes, etc. 2d.

20a. AUTOPSY? (Yes or No) 21a. Was cause related to Medical Examiner? (Yes or No) 21c. TIME OF DEATH 27.

NOTE: STATE LAW REQUIRES THAT ALL DEATHS DUE TO TRAUMA, ACCIDENT, HOMICIDE, SUICIDE, OR UNDER SUSPICIOUS, UNUSUAL OR UNNATURAL CIRCUMSTANCES BE REPORTED TO, AND CERTIFIED BY A MEDICAL EXAMINER ON A MEDICAL EXAMINER'S CERTIFICATE OF DEATH. ANY DEATH FALLING INTO THESE CATEGORIES IS WITHIN THE MEDICAL EXAMINER'S JURISDICTION REGARDLESS OF THE LENGTH OF SURVIVAL FOLLOWING THE UNDERLYING INJURY.

SIGNATURE AND TITLE OF CERTIFIER Dr. Virginia Drury Jimenez, Medical Director DATE SIGNED (Month, Day, Year) MAY 28, 2012

NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 20) (Type/Print) Dr. Virginia Drury Jimenez, 3975 ROBINSON ROAD, NEWTON NC 28658

METHOD OF DISPOSITION Burial Cremation Removal Donation Other PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Carolina Cremation Services LOCATION - City or Town, State, Zip Code Lenoir, NC 28646

NAME AND ADDRESS OF FUNERAL HOME Hickory Funeral Home, 1031 1 1/2 Avenue Blvd SE, Hickory, NC 28602 NAME OF FUNERAL DIRECTOR Ronald Swift LICENSE NUMBER FD 2593

REGISTRAR'S SIGNATURE [Signature] DATE FILED (Month, Day, Year) MAY 31 2012 NAME OF EMBALMER Not Embalmed LICENSE NUMBER 26a.

This is to certify that this is a true and correct reproduction of the official record filed in Catawba County in

Book 2012 Page 734

Donna Hicks Spencer
Register of Deeds

WITNESS MY HAND AND
OFFICIAL SEAL, THIS

February 25, 2013

Any alteration of this record is void. Do not accept unless you see the official Records seal clearly embossed in right corner.



CERTIFICATION OF VITAL RECORD

STATE OF NORTH CAROLINA
CATAWBA COUNTY
OFFICE OF REGISTER OF DEEDS

BK 2012 PG 0734

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
N. C. VITAL RECORDS
CERTIFICATE OF DEATH

Registration District No. 018-00 Local No. 734

DECEDENT'S NAME (First, Middle, Last) Elizabeth Johnston Sweat SEX F DATE OF DEATH (Month, Day, Year) 05/27/2012

SOCIAL SECURITY NUMBER 279-42-2665 AGE (Years, Months, Days) 80 UNDERLYING DAY Sc. DATE OF BIRTH (Month, Day, Year) 05/04/1932 BIRTH PLACE (County and State or Foreign Country) Portsmouth, VA

WAS DECEDENT EVER IN U.S. ARMED SERVICES? (Yes or No) No PLACE OF DEATH (Check only one)

HOSPITAL: Inpatient ER/Outpatient COA OTHER: Nursing Home Residence Other (Specify) Hospice

FACILITY NAME (if not institution, give street and number) Hospice of Catawba Valley CITY, TOWN, OR LOCATION OF DEATH Newton INSIDE CITY LIMITS? NO COUNTY OF DEATH Catawba

MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) Married SURVIVING SPOUSE (if wife, give maiden name) Reginald E. Sweat KIND OF BUSINESS/INDUSTRY Own Home

RESIDENCE - STATE NC COUNTY Catawba CITY, TOWN, OR LOCATION Hickory STREET AND NUMBER 3995 Elizabeth Street

INSIDE CITY LIMITS? No ZIP CODE 28601 Was decedent of Hispanic Origin? (Specify Yes or No - If yes, specify Mexican, Puerto Rican, etc.) No RACE White SEX F RELIGION Methodist MOTHER'S NAME (First, Middle, Maiden Surname) Sarah Elizabeth Parker

FATHER'S NAME (First, Middle, Last) Her Francis Johnston Sr. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 3995 Elizabeth Street Hickory, NC 28601 DATE AMENDED

INFORMANT Reginald E. Sweat 3995 Elizabeth Street Hickory, NC 28601

Part I. Enter the disease, injuries, or complications that caused the death. Describe the mode of death, such as cardiac or respiratory arrest or heat failure.

IMMEDIATE CAUSE cerebral embolism

DOE TO (OR AS A CONSEQUENCE OF):

UNDERLYING CAUSE

Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I, such as tobacco, alcohol, or drug use; diabetes, etc.

20b. AUTOPSY? (Yes or No) No If yes, were findings consistent with cause of death? Yes Was case referred to Medical Examiner? (Yes or No) No TIME OF DEATH

NO NC STATE LAW REQUIRES THAT ALL DEATHS BEING TRAUMA, ACCIDENT, HOMICIDE, SUICIDE, OR UNDER SUSPICIOUS, UNUSUAL OR UNNATURAL CIRCUMSTANCES BE REPORTED TO, AND CERTIFIED BY A MEDICAL EXAMINER ON A MEDICAL EXAMINER'S CERTIFICATE OF DEATH. ANY DEATH FALLING INTO THESE CATEGORIES IS WITHIN THE MEDICAL EXAMINER'S JURISDICTION REGARDLESS OF THE LENGTH OF SURVIVAL FOLLOWING THE UNDERLYING INJURY.

SIGNATURE AND TITLE OF CERTIFIER Donna Hicks Spencer, Medical Director DATE SIGNED (Month, Day, Year) MAY 28, 2012

NAME AND ADDRESS OF PERSON WHO COMPLETED DEATH CERTIFICATE (Type or Print) Wynne Duaney Jimenez, 3775 ROBINSON ROAD, NEWTON NC 28658

METHOD OF DISPOSITION: Burial Cremation Remove Other

PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Carolina Cremation Services LOCATION - City or Town, State, Zip Code Lenoir, NC 28645

NAME AND ADDRESS OF FUNERAL HOME Hickory Funeral Home, 1031 11th Avenue Blvd SE, Hickory, NC 28602 NAME OF FUNERAL DIRECTOR Richard Williams LICENSE NUMBER FD 2593

REGISTRAR'S SIGNATURE Donna Hicks Spencer DATE FILED (Month, Day, Year) MAY 31 2012 NAME OF EMBALMER Not Embalmed LICENSE NUMBER 266



Witness my hand and official seal this the 15th day of June 20 12 By Donna Hicks Spencer Register of Deeds

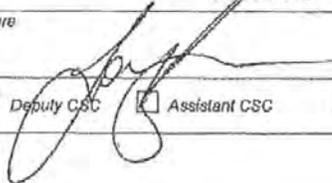
Any alteration or pressure voids this certificate. Do not accept unless on security paper with Vital Records seal clearly embossed in left corner.

STATE OF NORTH CAROLINA	File No. 12 E 628 In The General Court Of Justice Superior Court Division Before the Clerk
_____ CATAWBA County	
IN THE MATTER OF THE ESTATE OF:	LETTERS
Name ELIABETH JOHNSTON SWEAT aka ELIZABETH J. SWEAT	TESTAMENTARY
	G.S. 28A-6-1; 28A-6-3; 28A-11-1; 36C-2-209

The Court in the exercise of its jurisdiction of the probate of wills and the administration of estates, and upon application of the fiduciary, has adjudged legally sufficient the qualification of the fiduciary named below and orders that Letters be issued in the above estate.

The fiduciary is fully authorized by the laws of North Carolina to receive and administer all of the assets belonging to the estate, and these Letters are issued to attest to that authority and to certify that it is now in full force and effect.

Witness my hand and the Seal of the Superior Court.

Name And Address Of Fiduciary 1 VICTORIA L. HYNEMAN aka VICTORIA LOUISE HYNEMAN 4486 STEEPLECHASE DRIVE HICKORY, NC 28601	Date Of Qualification 12/14/2012
Title Of Fiduciary 1 CO-EXECUTRIX	Clerk Of Superior Court AL JEAN M. BOGLE
Name And Address Of Fiduciary 2 BRENDA G. LYALLS aka BRENDA GAIL LYALLS CAIN 4000 ELIZABETH STREET HICKORY NC 28601	Date Of Issuance 01/03/2013
Title Of Fiduciary 2 CO-EXECUTRIX	Signature  <input checked="" type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court

SEAL

NOTE: This letter is not valid without the official seal of the Clerk of Superior Court.

VOLUNTARY NON-CONTIGUOUS ANNEXATION ANALYSIS

APPLICANT: Reginald E. Sweat

PROPERTY LOCATION (See Map 1): 3597 Wandering Lane NE, between Sulphur Spring Road NE and Brookridge Drive NE

PIN NUMBER: 3735-17-11-2352

WARD: If annexed, the subject property will be located in Ward 2 (Councilwoman Williams).

REQUESTED ACTION: The request is for voluntary non-contiguous annexation.

ACREAGE: 1.199 acres.

DEVELOPMENT POTENTIAL: The subject property is currently zoned R-20 Residential by Catawba County. Under Catawba County's current zoning, the property may be developed for one and two family residential uses at an intensity of two (2) dwelling units per acre, which could potentially yield two (2) new single-family dwelling units, or four (4) two-family dwelling units (duplexes).

Should the property be annexed, and rezoned to R-2 Residential, the property could be developed for single-family residential, at a density of four (4) dwelling units per acre, which theoretically could yield four (4) single-family dwelling units. The property owner has indicated they intend to divide property into two (2) lots, and build two (2) single-family residences.

TAX VALUE: The current tax value of the property is \$21,800. If annexed with its present value, the property would immediately generate additional tax revenues of \$128.75. The future tax revenues generated by the development of the property is currently unknown.

POPULATION INCREASES: The subject property is proposed to be utilized for single-family residences. Current estimates for Hickory indicate single-family residences average 2.46 occupants. If the property is developed as the owner intends, approximately four (4) to five (5) new residents could be added to Hickory's population.

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

School Type	School District	Student Multiplier Per Dwelling	Number of Potential Dwelling Units	Potential Additional Students
Elementary	Snow Creek	0.21	2	0.42
Middle	Arndt	0.09	2	0.18
High	St. Stephens	0.13	2	0.26

**Note: The student multipliers above reflect numbers for single-family dwellings only.*

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

- **North:** The properties are zoned R-2 Residential by Hickory, and are occupied by single-family residences, which are part of the Catawba Springs and Wandering Meadows subdivisions;
- **South:** The properties are zoned R-2 Residential by Hickory, and R-20 Residential by Catawba County. These properties are either occupied by a single-family residence, or vacant, one of which is part of the Willow Place subdivision;
- **East:** The property is zoned R-2 Residential by Hickory. This property is occupied by a single-family residence, which is part of the Wandering Meadows subdivision; and
- **West:** The property is zoned R-2 Residential by Hickory. This property is occupied by a single-family residence, which is part of the Catawba Springs subdivision.

UTILITY SERVICE: Water and sewer are in the vicinity of the property. The property owner will be responsible for any necessary extensions.

ACCESS: Access to the subject property is available from Wandering Lane NE which is a NCDOT maintained roadway (SR 1511).

DISTANCE FROM CITY LIMITS (See Map 1): The proposed annexation area is located approximately 2.2 miles from Hickory's proper municipal boundary. If annexed, the subject property would become part of a large non-contiguous part of Hickory, which consists of several residential subdivisions.

STAFF COMMENTS:

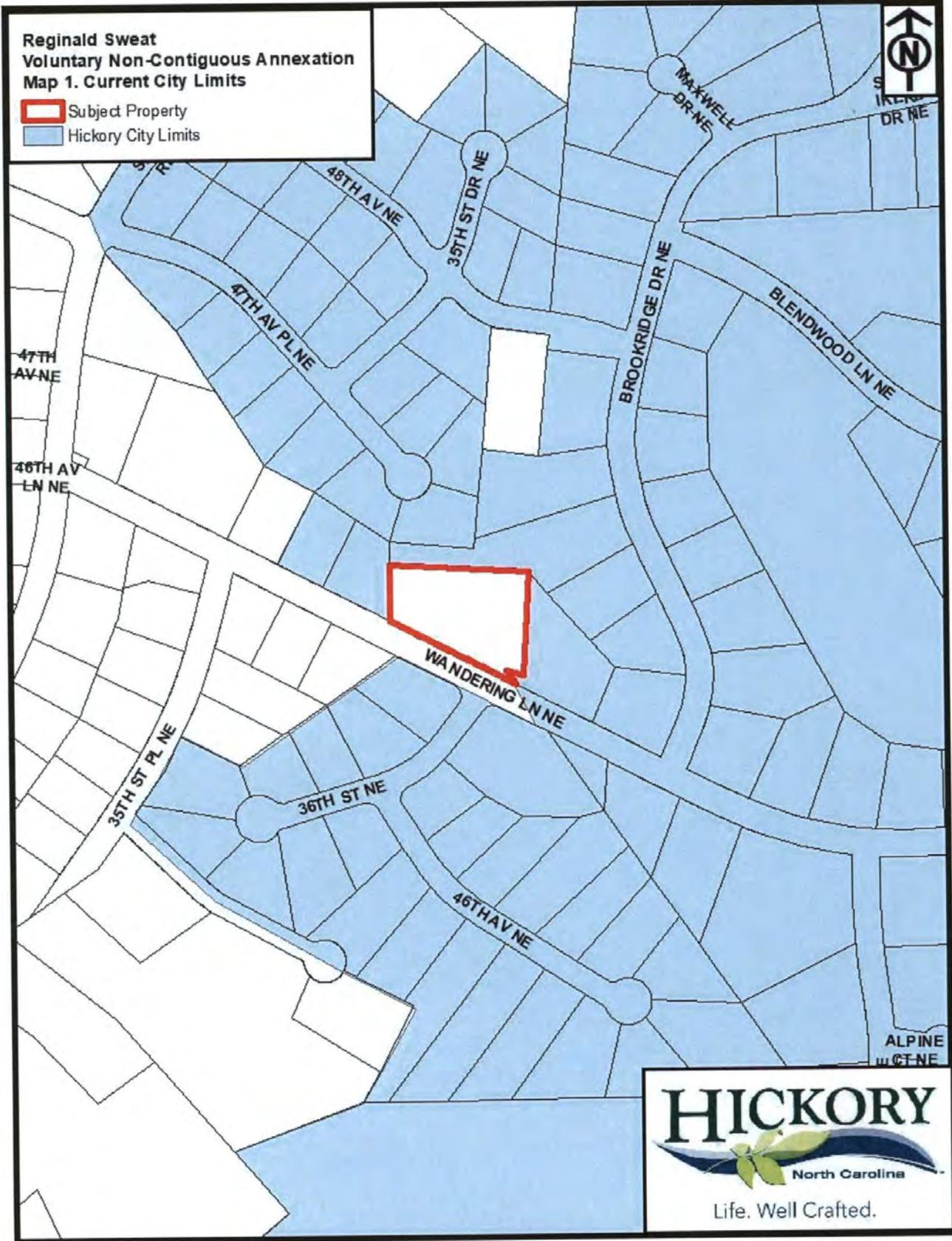
- **Fire:** Annexation of this property would not adversely affect the operations of the fire department at this time. The property is currently in HFD Station 2's response area and will remain in such with no changes.
- **Police Department:** Annexation would not adversely affect the police department. The properties, upon annexation, would be in Baker PACT.
- **Engineering:** No objections.
- **Planning:** No objections.
- **Public Services:** no objections.
- **Public Utilities:** Water and sewer are in the vicinity of the property. Sewer taps will have to be made on the property's southwest corner. The property owner must provide an easement, registered with the Register of Deeds, for service to the second future lot.

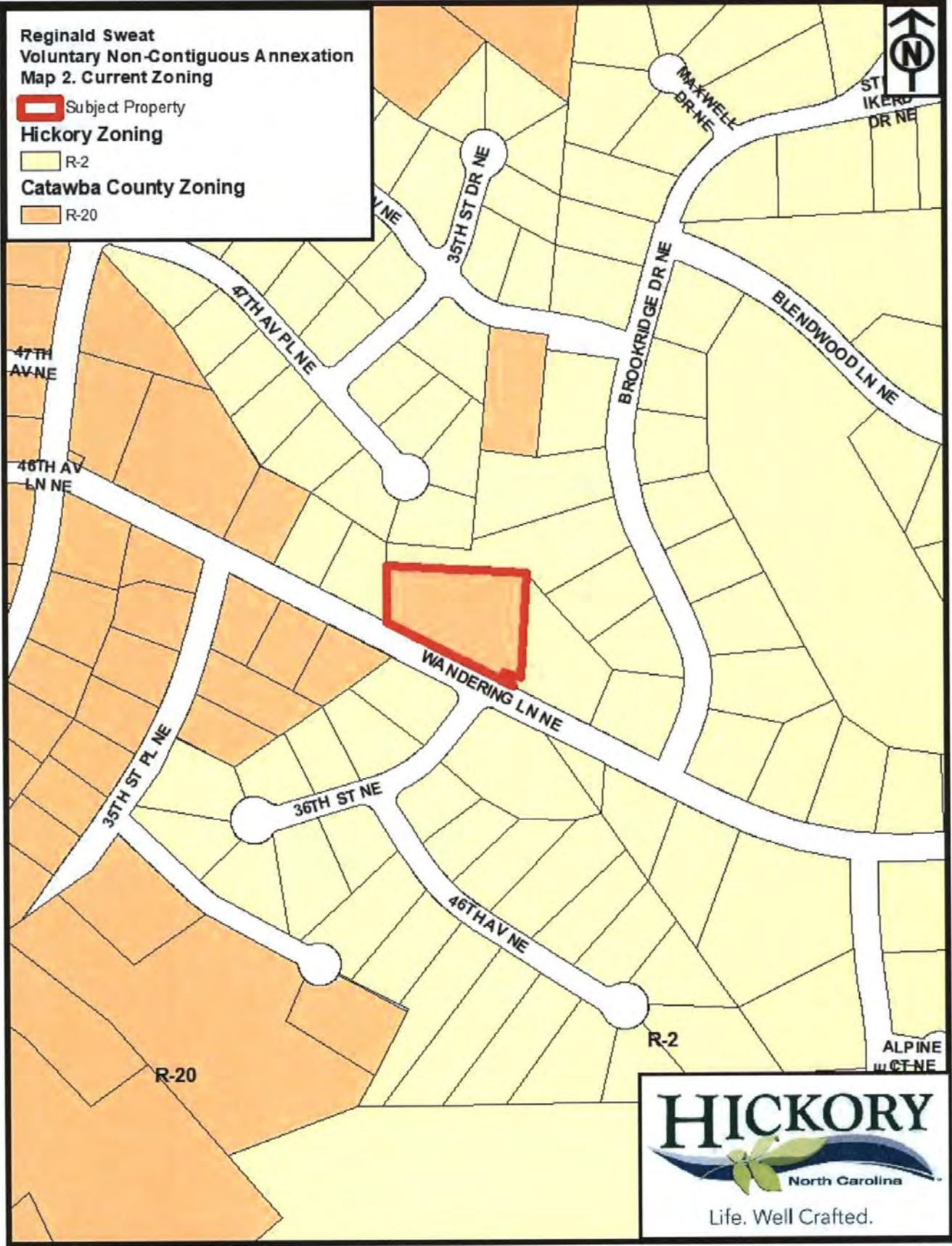
- Legal: No objections.
- City Manager's Office: No objections.

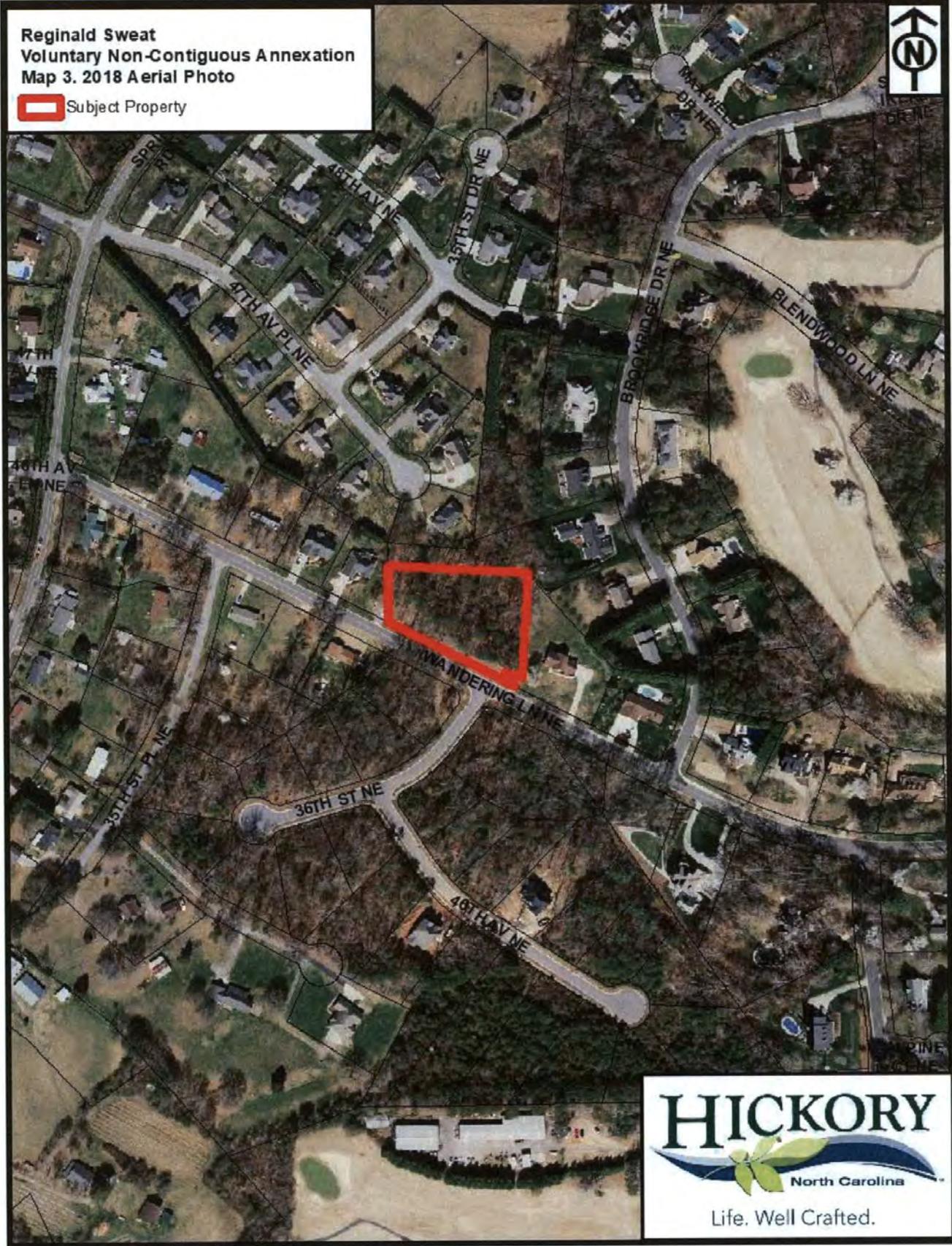
STAFF RECOMMENDATION: Upon evaluation staff has found the following:

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

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







RESOLUTION NO. 20-___

A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OWNED BY REGINALD E. SWEAT AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, Reginald E. Sweat is the owner of certain real property as described herein, which property is located on Wandering Lane NE between Brookridge Drive NE and Sulphur Springs Road NE containing 1.199 acres more or less, located at 3597 Wandering Lane NE, and identified as PIN 3735-17-11-2352; 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 1st day of December 2020, at a regularly scheduled meeting of the governing body of said Council, duly called and posted in accordance with the statutes of the State of North Carolina, as follows:

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

Section 2: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on December 15, 2020 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 a maps entitled Reginald Sweat, Voluntary Non-Contiguous Annexation Map 1 Current City Limits, subject property outlined in red; Reginald Sweat, Voluntary Non-Contiguous Annexation Map 2, Current Zoning, subject property outlined in red; and Reginald Sweat Voluntary Non-Contiguous Annexation Map 3, 2018 Aerial Photo.

Resolution No. 20-___
Resolution Determining Need For Annexation Of Property Owned by Reginald E. Sweat
and Directing
Call For Public Hearing
November 2020
Page 1 Of 2

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.

Done this 1st day of December, 2020.

(SEAL)

THE CITY OF HICKORY, A
North Carolina Municipal Corporation

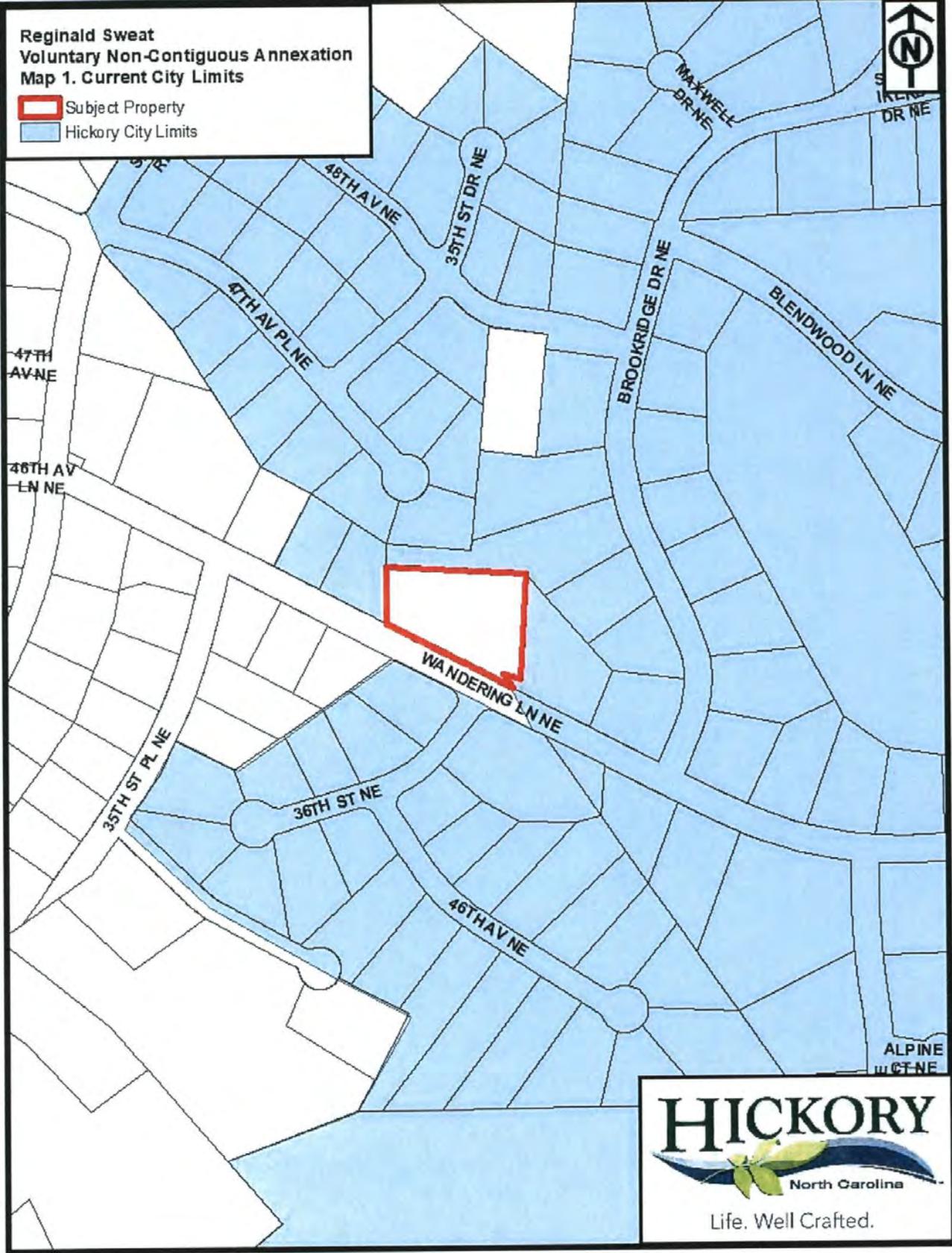
Attest:

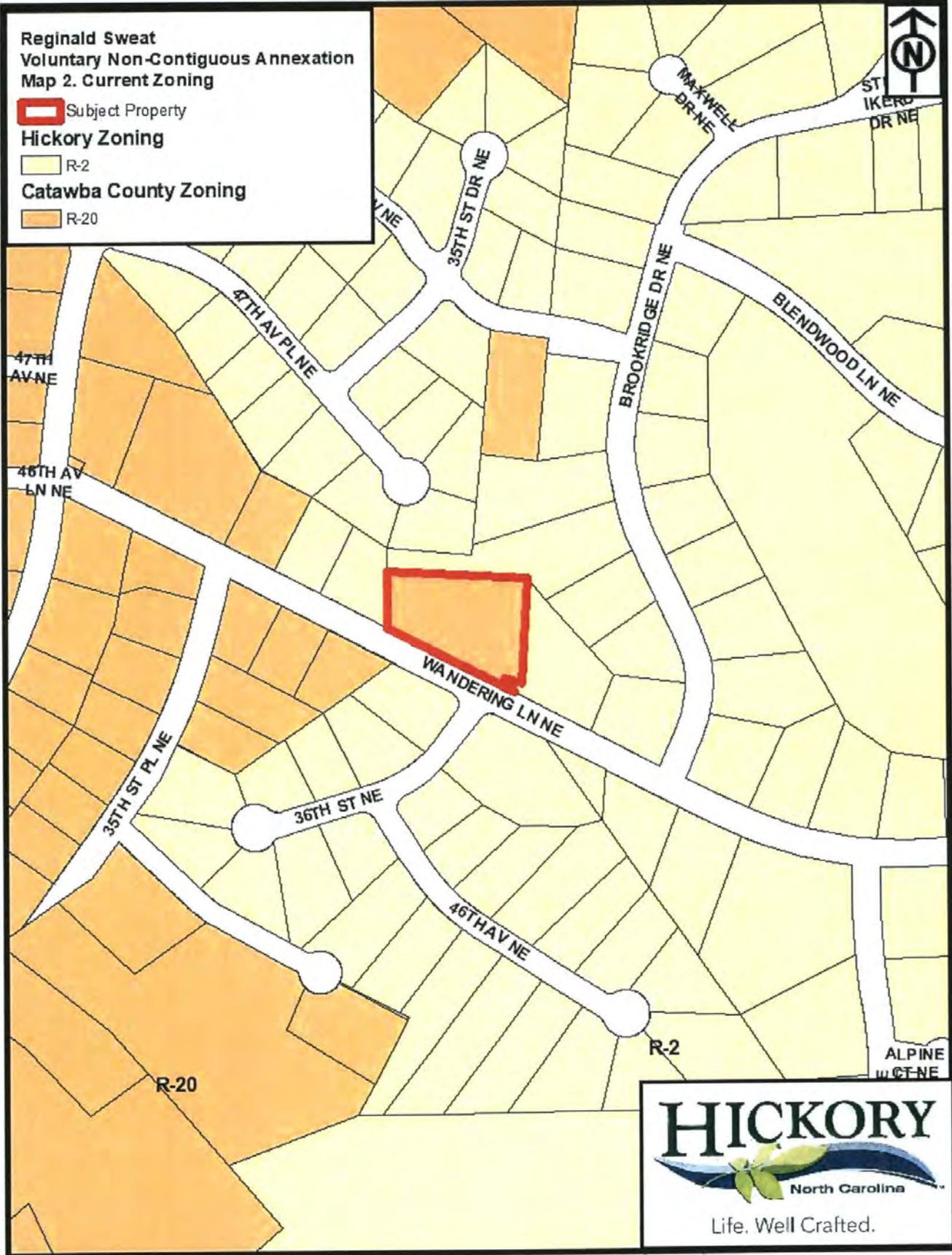
By: _____
Hank Guess, Mayor

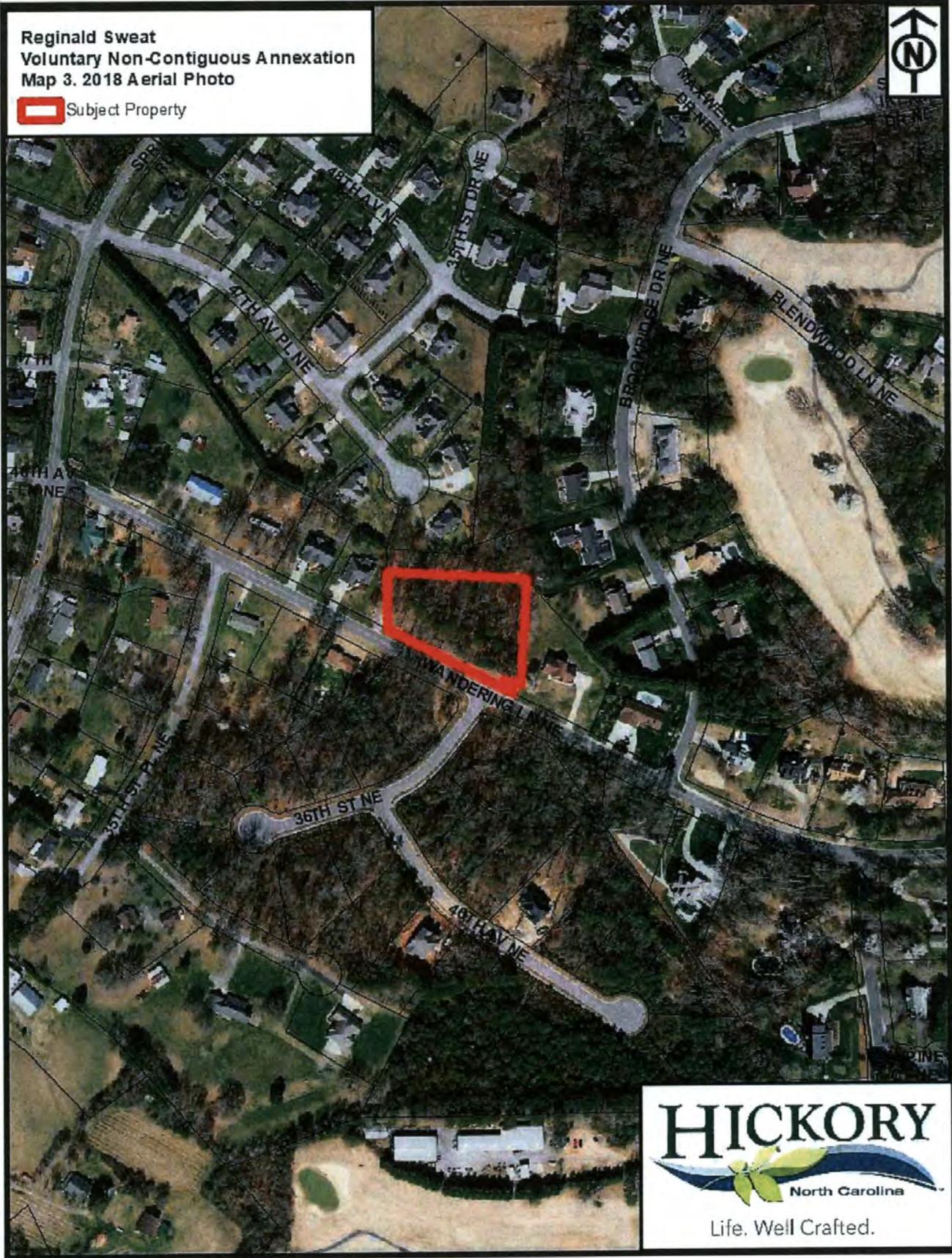
Debbie D. Miller, City Clerk

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

Arnita Dula, Deputy City Attorney







COUNCIL AGENDA MEMOS**To: City Manager's Office****From: David Leonetti, Business Services Manager****Contact Person: David Leonetti, Business Services Manager****Date: November 16, 2020****Re: Small Business Loan Amendments****REQUEST**

Approve Amendments to the Small Business Loan Program.

BACKGROUND

In its 2020-2024 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing small business opportunities as a high priority need. This led to the creation of a new program in 2018 to provide small business loans to businesses looking for funding necessary to take their business to the next level and with the intent of creating jobs for low to moderate income persons. The Small Business Loan program offers loans of up to \$20,000 to business owners for business equipment. Applicants are required to submit a business plan and have a counseling session with a local business support organization and to create jobs for low to moderate income persons.

ANALYSIS

The proposed amendments to the Small Business Loan Program will provide greater flexibility and open the program up to additional recipients. There are minor changes to language to provide additional clarity. The substantive change is that the revised guidelines would permit loan recipients to use the loan proceeds for working capital provided they are able to provide existing business or personal collateral in the amount of the loan. The current guidelines only permit proceeds to be used for business equipment. This would permit businesses that do not have equipment needs to apply for funding if they need working capital to expand their business and create jobs. Businesses would be required to create or retain at least one job. At least 51 percent of the jobs created or retained must be for low and moderate income individuals. The Business Development Committee reviewed the proposed amendments at their November 4th meeting and recommend approval.

RECOMMENDATION

Staff recommends approval of the amendments to the CDBG Small Business Loan Program.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Dave Leonetti 11/16/2020
Initiating Department Head Date

Rodney Miller 11/23/20
Asst. City Manager Rodney Miller Date

Melissa Miller 11/20/20
Finance Officer, Melissa Miller Date

Amanda M. Dula 11-23-20
Deputy City Attorney, A. Dula Date

Paul Beasley 11/20/20
Asst. City Manager, R. Beasley Date

Purchasing Manager, Shana Guy Date

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

W. Wood
City Manager, W. Wood

11-24-20
Date



Life. Well Crafted.
The City of Hickory

CDBG Small Business Loan Program

In its ~~2015-2019~~2020-2024 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. The CDBG Small Business Loan Program provides loans to businesses looking for funding to create jobs and ~~purchase equipment necessary~~make necessary investments to take their business to the next level.

What is a CDBG Small Business Loan?

According to the US Department of Housing and Urban Development, a responsible entity is allowed to loan CDBG grant monies to a business owner. Since the project will be funded with CDBG funds, all loans must be made to businesses with the intent of creating jobs for low to moderate income individuals.

The award ~~will~~may be in an amount up to \$20,000 for eligible businesses that create or retain jobs, of which at least 51% are filled by low to moderate income individuals. An individual is considered low to moderate income if their household income is less than 80% of the area median income. That is currently \$47,600 for a family of four. The table below indicates the current HUD income limits. (All limits are subject to change as HUD updates their information.) The maximum funding will be based on needs presented in the business plan.

Persons in Family	Maximum Income
1	\$33,350
2	\$38,100
3	\$42,850
4	\$47,600
5	\$51,450
6	\$55,250
7	\$59,050
8	\$62,850

Funding Eligibility Exclusions

The following uses are not eligible for funding:

- Religious organizations for sectarian purposes;
- Nonprofit organizations;
- ~~Buildings~~Businesses and buildings not within the City of Hickory municipal limits;
- Individual K-12 schools (public or private);
- Organizations that discriminate on the basis of race, culture, gender, sexual orientation, age, or religion;
- Political activities;
- Adult businesses;
- Civic Organizations.

Use of Funds

Loan funds may be used to purchase business equipment only or for working capital. If equipment is purchased, The the loan amount will be paid by the City of Hickory directly to a third-party vendor from which business equipment is being purchased. If the loan is used for working capital, there must be some form of collateral (such as existing business equipment) to secure the loan and loan payouts will be made directly to the business owner. The Business Development Committee will recommend the proposed use of funds and any payment schedule during the grant approval process ~~loan payouts will be made directly to the owner of the business but to the third-party vendor that is selling equipment to the business to which the loan is being made.~~ Loan funds may not be used for real property improvements. Funds may not be used for expenses that were incurred prior to final approval of the funding agreement by the Hickory City Council.

Terms of Loan and Repayment

- The City of Hickory will loan an amount up to \$20,000 for eligible businesses that create jobs, at least 51% of which are filled by low to moderate income individuals. The loan period will be for 9 years at a 4% interest per annum. If payments are made on time for a period of five years and other program criteria are met, the remaining balance will be forgiven.
- Re-payment of the loan will be in monthly payments made to the City of Hickory via an automatic bank draft from the business owner's account. No other forms of payment shall be accepted.
- These terms may be modified during emergency, disaster, or pandemic conditions by the Hickory City Council.

Application Requirements

- Completed application form
- Business Plan (template included)
- Financial Projections
- Counseling appointment with one of the following three agencies: the CVCC Small Business Center, LRU Center for Social and Commercial Entrepreneurship, or the Small Business Technology Development Center
- Letter of Recommendation from one of the above counseling agencies
- DUNS Number (Dunn and Bradstreet)
- Willingness to keep a log on all people interviewed for new jobs, if they are low to moderate income and if they are hired for the job.
- Willingness to obtain past pay stubs from new employees to verify hiring a low to moderate income individual
- UCC Financial Statement for equipment purchased or for existing equipment used as collateral
- Willingness to complete Quarterly Financial Statements and Employee Reports
- W-9 Form (Request for Taxpayer Identification Number and Certification), if necessary

Additional Requirements

The following additional requirements apply to all recipients:

- The business must be in the City of Hickory municipal limits.

- The business must be in compliance with all applicable City of Hickory regulations, codes, and ordinances, including the Land Development Code and the Hickory Code of Ordinances.

Scoring Criteria

The following criteria will be used by the Business Development Committee to prioritize grant-loan projects:

- Number of jobs the business plans to create (51% of which must be filled by low to moderate income individuals)
- Length of time business has been in existence
- Growth potential
- General quality of the business plan -- including the value proposition and the uniqueness of the business, availability of target audience, knowledge of competition, detailed marketing plan, detailed plans of production and/or distribution channels, detailed explanation of revenue model and cost structures, and a clear understanding of market size and growth potential.
- Other funding secured

Review of the Application

Staff will review all applications for loans under this program and forward the selected application packets along with recommendations to the Business Development Committee. When evaluating the application packets and staff's recommendations, the Business Development Committee, considering the above scoring criteria, shall then forward a recommendation of approval of the loan application to the Hickory City Council or deny the loan application. The Business Development Committee's denial of the loan application is not appealable to the City Council.

Final Approval and Award of the Loan

City Council shall consider the BDC's recommendation of approval and make a final decision to approve the loan application as submitted, approve the loan application with modifications, or deny the loan application.

Funding Agreement, Project Schedule and Other Required Activities

- After consulting with the counseling organization, the Business Development Committee will approve a project schedule detailing implementation milestones and objectives. This schedule will be part of the funding agreement. Funding will be paid via a UCC agreement with the business' vendor of equipment.
- Recipients will also be required to have periodic meetings with CDBG Staff to verify job creation and certify those jobs are filled by low to moderate income individuals. These meetings will be held quarterly for the first year and then annually thereafter.
- Recipients will be required to check in with the Business Development Committee at least once during project execution to provide updates on the business.

Conflicts of Interest

No persons who exercise or have exercised any responsibilities with respect to this program shall be eligible to receive any assistance under this program. This list includes, but is not limited to, all City staff,

all elected and appointed officials exercising responsibilities related to the CDBG program, and the immediate family members of these groups. Immediate family members include: parents, spouses and domestic partners, siblings, and children regardless of age. This prohibition will continue for a period of one year from the date their affiliation with the City as a staff member or elected official ceases.

General Disclaimer

There is no right or entitlement to funding. All decisions are made at the discretion of the granting authority. All projects must meet all applicable regulations of the Community Development Block Grant program, including environmental review requirements. All grant agreements are subject to approval by the Hickory City Council.

7

COUNCIL AGENDA MEMOS

Exhibit X.C.

To: City Manager's Office
From: Sarah Greene, Library Director
Contact Person: Sarah Greene
Date: November 16, 2020
Re: Ridgeview Branch Library Naming Opportunities

REQUEST

Approval for naming two spaces at the expanded Ridgeview Branch Library for former City Council members Z. Ann Hoyle and Webster Lytle.

BACKGROUND

Ridgeview Branch Library is located at the corner of 1st St SW and 7th Ave SW next to Ridgeview Recreation Center and Taft Broome Park. The branch library is currently undergoing an expansion and renovation. Construction began in August 2020 and is expected to be complete in Summer 2021. As construction moves forward, we are considering naming opportunities within the building.

ANALYSIS

Z. Ann Hoyle and Webster Lytle both represented Ward 4 as members of Hickory's City Council. It is appropriate to recognize their service through naming of new spaces at our expanded and renovated library branch. The following names are proposed:

Z. Ann Hoyle Community Room

The 2,600 square foot addition includes a community meeting space to be used for library classes, community groups and special events. The gathering space will have a separate entrance and has space for up to 100 people.

Webster Lytle Learning Commons

The main room of the renovated Branch Library will include popular reading materials for adults and teens, seating areas for reading and studying, public computer workstations and other technology equipment.

RECOMMENDATION

Approval of the naming of the Community Room and Learning Commons at Ridgeview Branch Library.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

[Signature]
Initiating Department Head

11/16/20
Date

[Signature]
Deputy City Attorney, A. Dula

Date

[Signature]
Asst. City Manager Rodney Miller

11/23/20
Date

[Signature]
Asst. City Manager, R. Beasley

11/20/20
Date

[Signature]
Finance Officer, Melissa Miller

11/20/20
Date

Purchasing Manager

Date

Date

Date

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

[Signature]
City Manager, W. Wood

11-24-20
Date

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Shawn Pennell, Public Utilities Director
Contact Person: John Marshall, Transportation Planning Manager
Date: December 1, 2020
Re: NC Department of Transportation Agreement for Trivium Parkway and Trivium Court – U-6238

REQUEST

Staff requests Council approval of an agreement with North Carolina Department of Transportation (NCDOT) for Grant Funds for Trivium Corporate Center roadway access infrastructure development.

BACKGROUND

The City of Hickory identified an area in southeast Hickory that is large enough and conducive to development of a business park, convenient to major roadways and adjacent to significant Utility infrastructure. The City of Hickory, Catawba County and Economic Development Corporation have worked on development of this area as a business park for several years and the City and County have agreed to split the cost of development. Trivium Business Park is the business park identified for Bond proceeds for the Bond Referendum that was passed by the City of Hickory.

ANALYSIS

This phase of the project generally consists of the extension of approximately 400 linear feet of Trivium Parkway and 1,150 linear feet of Trivium Court.

The City and EDC submitted an Application for North Carolina Department of Transportation Funds and were approved for costs up to a maximum amount of \$1,316,435. The grant proceeds are to be used for roadway access infrastructure construction to continue Trivium Parkway and the construction of Trivium Court.

RECOMMENDATION

Staff recommends Council approval of an agreement with North Carolina Department of Transportation (NCDOT) for Grant Funds for Trivium Corporate Center roadway access infrastructure development.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Project# B1B003

Reviewed by:

WSP

Shawn Pennell
Initiating Department Head

11-19-2020
Date

Amita M. Dula
Deputy City Attorney, A. Dula

11-23-20
Date

Rodney Miller
Asst. City Manager, R. Miller

11/23/20
Date

Pat Beasley
Asst. City Manager, R. Beasley

11/24/20
Date

Melissa Miller
Finance Officer, Melissa Miller

11/20/20
Date

Date

Date

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

Warren Wood
City Manager Warren Wood

11-24-20
Date

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE
ECONOMIC DEVELOPMENT AGREEMENT**

CATAWBA COUNTY

DATE: 3/5/2020

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-6238

AND

WBS Elements: 49107.3.1

CITY OF HICKORY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Hickory, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the parties have agreed to make certain improvements within the Municipality under Project U-6238 in Catawba County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24) and (27), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the Municipality have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF PROJECT

1. The Project consists of the extension of five hundred feet of Trivium Parkway and construction of a new one thousand two hundred foot roadway in Trivium Corporate Center (hereinafter the "Project").

PROCUREMENT OF SPECIALIZED SERVICES

2. If the Municipality causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
 - A. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
 - B. The Municipality, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.
 - C. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$30,000 will be performed by the Department's External Audit Branch if the Municipality requests it.
 - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work performed by the Municipality. If the Municipality elects to procure a private consulting firm to conduct Project administration, the Municipality shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The Municipality,

and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.

- E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.
- F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
 - If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

3. The Municipality, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
4. The Municipality shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

UTILITIES

5. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the

Municipality beginning construction of the Project. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.

RIGHT OF WAY

6. The Municipality, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the Municipality will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The Municipality shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The Municipality shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

CONSTRUCTION

7. The Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Municipality shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:
 - A. Prior to advertising the Project for construction bids, the Municipality or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the Municipality. Upon award of the Project, the Municipality shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.

- B. The Municipality shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The Municipality shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
- C. The construction engineering and supervision will be furnished by the Municipality. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.
- D. The Department's Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the Municipality or the Municipality's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the Municipality with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- E. The Municipality shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.
- F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.
- G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
- H. Upon completion of the Project, the Municipality shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.
- I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- J. During construction of the Project, the Municipality shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

- K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.
- L. The Municipality shall complete construction of the Project, in accordance with the terms of this Agreement within two year(s) of execution of this Agreement. If the Municipality has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the Municipality shall reimburse costs incurred by the Department associated with the Project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

- 8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
 - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>
 - B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING

- 9. Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Construction costs up to a maximum amount of \$1,316,435 (estimated costs are \$17,000,000). Costs which exceed this

amount shall be borne by the Municipality. Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.

- A. The Municipality may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the Municipality certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.
- B. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at www.ncleg.net/gascripts/Statutes/Statutes.asp. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (http://www.whitehouse.gov/omb/circulars_a087_2004/). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
- C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.
- D. The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.

- E. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- F. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
- G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- H. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.
- I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

TRAFFIC

- 10. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

- 11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

- 12. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

13. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
14. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Municipality certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
15. The Municipality shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Municipality or any entity performing work under contract with the Municipality.
16. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the Municipality costs which exceed the total funding for this Project.
17. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.
18. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
19. If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.

20. In compliance with state policy, the Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.
21. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
22. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
21. Where the Department determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department reserves the right to deduct monies from the Municipality's Powell Bill Fund. Such determination shall be made, either by audit and/or inspection of books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs, not to be in compliance with the terms of this Agreement or in the event of non-payment by the Municipality.
22. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).
23. IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the City of Hickory by authority duly given.

L.S. ATTEST: CITY OF HICKORY
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

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

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

Malinda Miller
(FINANCE OFFICER)

Federal Tax Identification Number

56-6001244

Remittance Address:

City of Hickory
PO Box 398
Hickory, NC 28603

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: _____

Approved as to form
Anita M. Dora
City of Hickory - Legal Dept.

E-VERIFY ADDENDUM

AGENCIES

Agency hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Agency further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Agency hereby pledges, attests and warrants through execution of this Agreement that Agency complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any other third parties currently employed by or subsequently hired by Agencies shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

To: City Manager's Office
From: Shawn Pennell, Public Utilities Director
Contact Person: Shawn Pennell, Public Utilities Director
Date: December 1, 2020
Re: MNH Properties, LLC Sanitary Sewer Utility Easement

REQUEST

Staff requests acceptance of a Temporary Construction and Permanent easement for the property of MNH Properties, LLC described as PIN: 3712-17-11-6309 for installation of utilities infrastructure.

BACKGROUND

The easement is necessary for completion of the relocation of a sanitary sewerline to serve business property in the 1500 block of 7th St SE, inside the City of Hickory. The existing infrastructure has failed due to a private stormdrain failure. This failure has rendered the existing sewerline unusable and irreparable.

ANALYSIS

The easement will allow the City of Hickory Public Utilities Department to contract the installation of a new sewer main to serve existing customers. Currently the system is being by-pass pumped around the failure. The cost for this easement will be \$2500.00 paid to the property owner.

RECOMMENDATION

Staff recommends acceptance of a Temporary Construction and Permanent easement for the property of MNH Properties, LLC, described as PIN: 3712-17-11-6309 for installation of utilities infrastructure.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

030-8010-545.27-01

Reviewed by:

MSF

Shawn Pennell
Initiating Department Head

11/18/2020
Date

A. Dula
Deputy City Attorney, A. Dula

11-23-20
Date

Rodney Miller
Asst. City Manager, R Miller

11/23/20
Date

R. Beasley
Asst. City Manager, R. Beasley

11/20/20
Date

Melissa Miller
Finance Officer, Melissa Miller

11/20/20
Date

Purchasing Manager

Date

Date

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

Warren Wood
Warren Wood, City Manager

11-24-20
Date

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

STATE OF NORTH CAROLINA

**DEED OF EASEMENT
(Sewer)**

COUNTY OF CATAWBA

THIS DEED OF EASEMENT, made this 17th day of November, 2020, by and between, having a mailing address of **MNH PROPERTIES LLC**, A North Carolina Limited Liability Corporation, having mailing address of **3901 Westpoint Blvd., Winston Salem, North Carolina 27103-6721** (herein after referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantor owns a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 3315 at Page 1195 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

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

DEED OF EASEMENT

- 1 -

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

Permanent Easements:

Being all that temporary right of way sewer easement across the Grantor's property in the City of Hickory, as shown on the attached Exhibit "A" entitled "Sanitary Sewer Easement Exhibit for City of Hickory showing easement to be acquired from MNH PROPERTIES LLC to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 3315 at Page 1195 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3712-17-11-6309.

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

The Grantor acknowledges that the City is acquiring this easement for the purpose of erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's reasonable opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement as reasonably necessary to make emergency repairs, provided such activities outside of the easement do not unreasonably interfere with Grantor's use of its property.

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

The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be reasonably necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of

DEED OF EASEMENT

- 2 -

Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises, provided the sewer line is protected in the manner reasonably required by the City Engineer.

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

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

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance, repair or enlargement of or to the sewer line. Grantee shall also replace any shrubbery and plants that are removed or disturbed during the sewer line construction process or after any maintenance, repair or enlargement of or to the sewer line.

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

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

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

 (SEAL)
Robert L. Fowler, Member/Manager
MNH PROPERTIES, LLC.

DEED OF EASEMENT

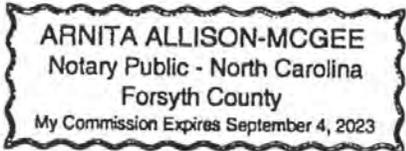
STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Arnita Allison-McGee, A Notary Public of Forsyth County,
North Carolina, do hereby certify that Robert L. Fowler,
Member/Managers of MNH PROPERTIES LLC personally appeared before me this day
and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 17 day of November, 2020.

Arnita Allison-McGee
Notary Public

(SEAL)



My Commission Expires: 9/4/2023

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

ATTEST:

(SEAL)

Warren Wood, City Manager

Debbie D. Miller, City Clerk

Approved as to form on behalf of the City of Hickory this ____ day of _____, 2020.

Deputy City Attorney for the City of Hickory

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

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

Witness my hand and seal this _____ day of _____, 2020.

(Seal)

Notary Public

My Commission Expires: _____

AGREEMENT FOR ENGAGEMENT OF LEGAL COUNSEL

THIS AGREEMENT, a contract for employment of legal counsel, is made and entered into this _____ day of December, 2020, by and between the firm of YOUNG, MORPHIS, BACH & TAYLOR, LLP, P.O. Drawer 2428, Hickory, North Carolina 28603, hereinafter referred to as "the "Firm" or "the Attorney", and the CITY OF HICKORY, NORTH CAROLINA, hereinafter referred to as "the Client" or "City".

By signing this Agreement, Client employs the Firm to represent Client as its legal advisor regarding any legal matters relating to the City of Hickory, as requested from time to time by the Client.

Representation shall include all action necessary to protect the legal rights and interests of the Client.

In consideration of the legal services to be furnished by the Attorney, Client shall pay the Attorney pursuant to the following fee arrangements.

LEGAL SERVICES. This Agreement is to provide legal advice and assistance relating to the affairs of the City of Hickory upon request as to specific matters and to prepare Contracts for the City, advise the City on the legality of proposed Contracts, to represent the City or its departments in litigation , to prepare for and attend all requested and necessary City Council and City Board or Commission meetings and to undertake other affairs upon request or and at the direction of the Mayor and City Council or City Manager. The services rendered are at the pleasure of and under the direction of the Mayor and City Council. The Attorney agrees to abide by all rules, regulations and statutes concerning Conflicts of Interest and the Professional Rules of Conduct or Code of Conduct pertaining to Municipal Attorneys.

INDEPENDENT CONTRACTOR. This Agreement does not constitute a hiring by either parties, the parties hereto are and shall remain independent contractors bound by the provisions hereof. This Agreement shall not be construed as an Employment Agreement and neither party shall be liable for any obligation incurred by the other except as provided herein.

MONTHLY RETAINER. City agrees to compensate the Firm in the form of a general retainer of \$1,000.00 per month, which retainer shall be payment for the Firm's continued retention as counsel and telephone and email legal consultation services from all elected officials.

BILLING RATES. Legal fees will be charged at different rates for partner attorney time, associate attorney time and paralegal time according to the standard rates of the Firm at the time services are rendered. Fees will be determined by the billable time spent by the Attorney in providing legal services. When another employee of the Firm works on City legal matters, the fee charged will be determined by multiplying that employee's billing rate times the billable time spent. John W. Crone, III, will serve as lead and primary counsel to the City ("Lead Counsel"). Billing rates are expressed in dollars per billable hour. These rates are established according to ability, experience and other factors permitted and considered by the North Carolina State Bar. The hourly rate for Lead Counsel is \$175.00 per hour and the hourly rate for paralegal time is \$85.00 per hour. The billable rate for Lead Counsel, stated

above, represents inclusion of a municipal discount of \$125.00 per hour. Attorneys other than Lead Counsel may perform services on the City's behalf and City agrees to compensate those attorneys at their usual and customary hourly rate, subject to a municipal discount of 20%, but not to exceed \$225.00 per hour without prior approval from Client.

EXCLUSIVE DIRECTION. The Firm understands and agrees that it represents exclusively the City of Hickory in regards to specific matters that are so requested or designated and the Firm and its attorneys agree to not make independent contact in regards to City of Hickory affairs with any federal, state or local government elected official, officers, agencies or employees except as specifically directed and requested by the Mayor and City Council and/or the City Manager.

PERFORMANCE STANDARDS. The Firm agrees to use their best efforts and abilities to provide assistance and advice to the City of Hickory and all Attorneys agree to abide by any standards of conduct or conflict of interest policies or standards as are required by State, Federal or Local Law or Ordinance. The Firm understands that the violation of such standards of conduct or conditions or conflict of interest statement or conviction of any legal act involving personal gain, conviction of any felony, any misdemeanor which involves moral turpitude, fraud, misrepresentation of an Attorney who is designated to provide advice or would result in immediate termination of this Agreement.

EXPENSES. All expenses the Firm incurs or advances in connection with providing legal services will be itemized separately. All variable expenses will be billed according to the actual amount of the expense. Examples of variable expenses are recording fees, filing fees, service fees, court costs and deposition expenses.

BILLING FREQUENCY AND LATE CHARGES. The Client will be billed monthly unless agreed otherwise by the parties. All statements are due upon receipt.

ANNUAL CONTRACT. This Contract is an annual contract beginning on the 1st regular City Council meeting in December of each year. This contract may be renewed for a year to year term upon the annual execution of new signature pages.

MISCELLANEOUS TERMS.

- (1) Each provision of this Agreement is severable.
- (2) North Carolina Law applies to this document.
- (3) Mediation. For any claim subject to but not resolved by Mediation, the method of binding dispute resolution shall be as follows:
 - (a) The parties hereto agree to either the General Courts of Justice of Catawba County, North Carolina, or the Federal Courts of Western District of North Carolina shall have exclusive jurisdiction and exclusive venue of any action or proceeding that may be brought with respect to the parties hereto and arising out of matters pertaining to this Contract. Each party hereto consents to service of all Summons, Complaints, Processes, Orders and Notices in said jurisdiction.

(b) Alternative Dispute Resolution. As an alternative to litigation, all disputes arising under this Contract which cannot be settled by the parties may be resolved by Mediation as set forth above by way of a Mediator selected by the unanimous written consent of the parties to the dispute, if they can agree upon said Mediator and neither party shall be compelled to agree.

(c) Termination. Client may terminate this Agreement upon thirty (30) days written notice. Crone/the FIRM may terminate this Agreement upon six (6) months written notice.

Dated this _____ day of December, 2020.

CLIENT:

City of Hickory,
A North Carolina Municipal Corporation

BY: _____ **(SEAL)**
Hank Guess, Mayor

Attest:
(SEAL)

Debbie Miller, Clerk

Firm:

Young, Morphis, Bach & Taylor, LLP

BY: _____ **(SEAL)**
John W. Crone, III (Lead Counsel)

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

Melissa Miller, Melissa Miller, Finance Officer

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

Arnita M. Dula, Arnita Dula, Deputy City Attorney

E-VERIFY ADDENDUM
CONSULTANTS

Consultant hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Consultant further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Consultant hereby pledges, attests and warrants through execution of this Agreement that Consultant complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subconsultants currently employed by or subsequently hired by Consultant shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

Excise Tax: \$0.00

PREPARED BY: Susannah L. Brown, Attorney at Law
Anthony & Brown
430 1st Avenue NW
Hickory, NC 28601

STATE OF NORTH CAROLINA – CATAWBA COUNTY: CEMETERY DEED

THIS DEED, made this the 4th day of November, 2020, by **John R. Flowers, Jr.**, and spouse, **Dana McKenzie Flowers**, of Asheville, North Carolina, and **Sara Flowers Ferguson**, and spouse, **Jeffrey Thomas Ferguson**, of Apison, Tennessee, heirs of Peggy F. Flowers, to be referred to as Grantors, and **Yvonne Hepler**, and spouse, **Sidney Roy Hepler**, of Sunrise, Florida, hereinafter referred to as Grantees;

WITNESSETH

THAT the Grantors, in consideration of the sum of **TEN (\$10) DOLLARS**, to them paid by the Grantees, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the Grantees, and their heirs, that certain lot of land containing **EIGHTY (80) square feet**, more or less, situate in **OAKWOOD CEMETERY** in said City of Hickory, Catawba County, North Carolina and being designated on the plot of said Cemetery as **Section 38, Block G, Lot 3, Gravesite Numbers 004 and 008, as identified by Oakwood Cemetery’s Legacy Mark Cemetery Software.**

TO HAVE AND TO HOLD said cemetery lot to said Grantees, their heirs and assigns forever, for burial of bodies of persons and for no other purpose.

This Deed is executed, delivered and accepted upon the condition that the 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 the 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; and, upon the further condition that no curbing shall be placed upon/around or partially around said lot.

For reference to title, see Cemetery Deed to Peggy F. Flowers, recorded in Deed Book 3299 at Page 1996.

For further reference to title, see Estate File No. 18-P-107 TN for the Estate of Peggy F. Flowers.

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

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hand and seal the day and year first above written.

John R. Flowers, Jr. (SEAL)
John R. Flowers, Jr.

Dana McKenzie Flowers (SEAL)
Dana McKenzie Flowers

**STATE OF NORTH CAROLINA
COUNTY OF Catawba**

I, Carol V. Seeds, a Notary Public of Caldwell County, State of NC, do hereby certify that **John R. Flowers, Jr.** personally came before me this day and acknowledged that he signed the foregoing instrument in his name on his behalf as his act and deed. Witness my hand and Notarial stamp or seal, this 4th day of November, 2020.

Carol V. Seeds
Notary Public

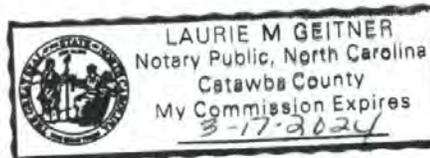
My Commission Expires: September 15, 2021



STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Laurie M. Geitner, a Notary Public of Catawba County, State of North Carolina do hereby certify that **Dana McKenzie Flowers** personally came before me this day and acknowledged that she signed the foregoing instrument in his name on his behalf as his act and deed. Witness my hand and Notarial stamp or seal, this 4th day of November, 2020.

Laurie M. Geitner
Notary Public



My Commission Expires: 3-17-2024

Sara Flowers Ferguson (SEAL)
Sara Flowers Ferguson

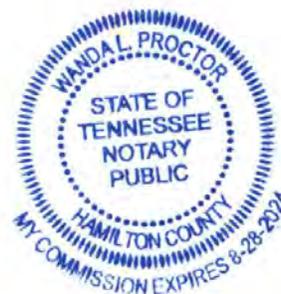
Jeffrey Thomas Ferguson (SEAL)
Jeffrey Thomas Ferguson

STATE OF Tennessee
COUNTY OF Hamilton

I, Wanda Proctor, a Notary Public of Hamilton County, State of Tennessee, do hereby certify that **Sara Flowers Ferguson** personally came before me this day and acknowledged that she signed the foregoing instrument in his name on his behalf as his act and deed. Witness my hand and Notarial stamp or seal, this 10 day of November, 2020.

Wanda J Proctor
Notary Public

My Commission Expires: 8/28/21.



STATE OF Tennessee
COUNTY OF Hamilton

I, Wanda Proctor, a Notary Public of Hamilton County, State of Tennessee, do hereby certify that **Jeffrey Thomas Ferguson** personally came before me this day and acknowledged that he signed the foregoing instrument in his name on his behalf as his act and deed. Witness my hand and Notarial stamp or seal, this 10 day of November, 2020.

Wanda J Proctor
Notary Public

My Commission Expires: 8/28/24.



**THIS IS TO CERTIFY THAT THE FOREGOING TRANSFER OF A CEMETERY LOT
IN OAKWOOD CEMETERY WAS DULY APPROVED BY THE CITY COUNCIL OF
THE CITY OF HICKORY IN REGULAR SESSION HELD ON _____,
2020.**

City Clerk

BUDGET REVISION # 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, 2021 and for the duration of the Project Ordinance noted herein.

SECTION 1. To amend the General Fund within the FY 2020-21 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	5,601	
Culture and Recreation	225	
Economic & Community Development	35,000	
TOTAL	40,826	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	5,826	
Other Financing Sources	35,000	
TOTAL	40,826	-

SECTION 2. To amend the Urgent Repair Fund within the FY 2020-21 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Economic & Community Development	1,062	
TOTAL	1,062	-

To provide funding for the above, the Urgent Repair revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	1,062	
TOTAL	1,062	-

SECTION 3. To amend the Community Development Block Grant (CDBG) Fund within the FY 2020-21 Budget Ordinance, the expenditures shall be changed as follows :

FUNCTIONAL AREA	INCREASE	DECREASE
Economic & Community Development	194,604	
TOTAL	194,604	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental Revenues	194,604	
TOTAL	194,604	-

SECTION 4. To amend the *Project Enzyme Roadway Infrastructure Capital Project Ordinance* (#B1B003), the expenditures shall be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	1,316,435	
TOTAL	1,316,435	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental Revenues	1,316,435	
TOTAL	1,316,435	-

SECTION 5. 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 _____, 2020

Mayor

Clerk