A G E N D A

HICKORY CITY COUNCIL

September 1, 2026

HICKORY
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6:00 p.m.

AGENDA
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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

September 1, 2026
6:00 p.m.

I. Call to Order

II. Invocation by Reverend Melissa Sparks, Unitarian Universalist Church of Catawba Valley

III. Pledge of Allegiance

IV. Special Presentations

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of August 18, 2026. **(Exhibit VI.A.)**

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

A. Budget Revision Number 3. **(First Reading Vote: Unanimous)**

VIII. Consent Agenda: All items below will be enacted by vote of City Council. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

A. Approval of a Commercial Use Permit and Lease Agreement with Bearonautics, LLC for Space at Hickory Regional Airport. **(Exhibit VIII.A.)**

Staff requests approval of a Commercial Use Permit and Lease Agreement with Bearonautics, LLC for lease of premises within the Commercial Terminal building at Hickory Regional Airport. This lease encompasses approximately 1,121 square feet of office space, with a monthly rental rate of $1,367 or $16,404 annually. Bearonautics, LLC plans to establish, operate and conduct an advanced aviation simulation and flight training facility. The term of this agreement shall commence on the commencement date and continue for an initial term of one year, unless earlier terminated in accordance with the agreement. Following the initial term, the agreement shall automatically renew for up to five successive additional one year terms, unless either party provides the other with written notice of its intent to terminate the agreement at least ninety days prior to the expiration of the then-current term. Staff recommend approval by City Council.

Notice of the lease was advertised in a newspaper having general circulation in the Hickory area on July 23, 2026.

B. Acceptance of a North Carolina Department of Transportation Grant (36237.66.11.1) in the Amount of $230,464 for Airport Terminal Apron Rehab Design. **(Exhibit VIII.B.)**

Staff requests City Council to accept Grant 36237.66.11.1 State Aid Funds awarded by the NC Department of Transportation (NCDOT) in the amount of $230,464 with the local match of $12,130 for Terminal Apron Rehab at Hickory Regional Airport. The NCDOT has allocated State Aid Funds via Grant 36237.66.11.1 with the State share of $230,464 and a local match of $12,130. The total project cost is $242,594. The rehabilitation project will include the rehabilitation of asphalt on the apron, fillet widening of the lead-in taxi lane, as well as the installation of new pavement markings to conform with FAA standards. This grant will assist in the continuation of the airfield improvement program as recommended by the Airport's Task Force. Staff recommend acceptance of Grant 36237.66.11.1 in the amount of $230,464 from the NCDOT. The local share of $12,130 will be funded by utilizing Airport Capital Funds.

C. Acceptance of the North Carolina Department of Transportation Grant (36237.66.11.2) in the Amount of $615,452 for the West and South Apron Rehabilitation and North Apron Expansion Design. **(Exhibit VIII.C.)**

Staff request City Council's acceptance of Grant (36237.66.11.2) State Aid Funds awarded by the North Carolina Department of Transportation (NCDOT) in the amount of $615,452 with a local match of $32,393 for the west and south apron rehabilitation and north apron expansion design. By letter dated August 11, 2026, NCDOT allocated State Aid Funds. The total project cost is $647,845. Due to the pavement condition of this area, this project will include the design phase for rehabilitation of the associated pavements. The project also includes the design phase for expansion of the north apron. The expansion will provide additional apron space to support growing demand, improve aircraft circulation, and enhance safety during peak operations. This grant will assist in the continuation of the airfield improvement program as recommended by the Airport's Task Force. Staff recommend acceptance of the grant in the amount of $615,452 from NCDOT. The local share of $32,393 will be funded by utilizing Airport Capital Funds.

D. Approval of a Contract with J.T. Russell & Sons, Inc. in the Amount of $551,975 for the Runway EMAS Schedule II Project. **(Exhibit VIII.D.)**

Staff requests City Council's approval of a construction contract agreement with J.T. Russell & Sons, Inc., for the Runway 24 EMAS "Schedule II" project. The contract, in the amount of $511,975, will include grading, Engineered Material Arresting System (EMAS) bed prep and 198 feet of shoulder strength pavement at the approach end of Runway 24 as well as demo and removal of existing MALSR associated electrical infrastructure. By installing EMAS the safety area will meet regulatory requirements by having a system in place in the event of an aircraft runway excursion. Staff recommend approval of the contract with J.T. Russell & Sons, Inc. in the amount of $511,9755. This portion of the project will be funded by using remaining funds from the Aviation Walk project.

E. Approval of a Work Authorization with Talbert, Bright, and Ellington (TBE) in an Amount not to Exceed $1,461,128.53 for Runway 6 Avigation Easement Acquisition and Obstruction Removal Preliminary Design. **(Exhibit VIII.E.)**

Staff requests approval of a work authorization with Talbert, Bright, and Ellington (TBE) in an amount not to exceed $1,461,128.53. Airports that accept Federal grants are required through grant assurances to keep runway protection zones (RPZ) clear of obstructions for safety of navigation. During an RPZ analysis, obstructions were identified within and beyond 3,000 feet of the runway 6 approach corridor that poses a hazard to air navigation. The identified obstructions lie within 83 off-Airport properties. To remove the obstructions avigation easements must be acquired. An avigation easement is a property right granted by a landowner to allow aircraft to operate over their land at low altitudes. It is also a legal right that allows for the removal of obstructions that hazard aircraft operation. The avigation

easement process includes acquiring air rights above the properties by offering a fair and reasonable fee to the landowners which is determined by an appraiser. The final stage of the project will be obstruction removal. Staff recommend approval of the work authorization with TBE in an amount not to exceed $1,461,128.53. This work authorization will be funded utilizing a portion of a previously accepted grant in the amount of $3,000,000 awarded by the North Carolina Department of Transportation.

F. Acceptance of the 2025 Justice Assistance Grant in the Amount of $33,457. **(Exhibit VIII.F.)**

Hickory Police Department requests approval to accept the 2025 Justice Assistance Grant in the amount of $33,457. The JAG Program is a formula-based grant through the Office of Justice Programs/Bureau of Justice Assistance (BJA) that utilizes Uniform Crime Reporting statistics from all law enforcement agencies to determine eligibility for direct federal grant awards. There is no match required. The Hickory Police Department will utilize grant funds to renew the annual licensing fee for two Grayshift forensic devices in partnership with the Catawba County Sheriff's Office. The Hickory Police Department recommends accepting the JAG grant award and partnering with the Catawba County Sheriff's Office for the 2025 Justice Assistance Grant. The total cost for this project is $61,395, with the JAG grant award contributing $33,457. The Hickory Police Department and the Catawba County Sheriff's Office will share the remaining cost of the software.

G. Approval of the Amended Interlocal Agreements and Memorandums of Understanding for the 2024 JAG Grant and the 2025 JAG Grant. **(Exhibit VIII.G.)**

Staff requests Council's approval of the Amended Interlocal Agreements and Memorandums of Understanding (MOU) for the 2024 Justice Assistance Grant and the 2025 Justice Assistance Grant. The Bureau of Justice Assistance (BJA) requires compliance and oversight for grants awarded under its jurisdiction, including the Justice Assistance Grant (JAG). The City of Hickory has been awarded funding through the 2024 JAG Grant and the 2025 JAG Grant which requires amending the existing Interlocal Agreements and MOU(s) to reflect the distribution of funds accurately. This amendment(s) addresses the terms agreed upon by the City of Hickory and Catawba County for the allocation of grant funds, ensuring that all parties are aligned with the financial and programmatic responsibilities associated with the grant(s). Staff recommend that City Council accept the Amended Interlocal Agreements and MOU(s) for the 2024 JAG Grant and the 2025 JAG Grant.

H. Call for a Public Hearing to Consider the Voluntary Non-Contiguous Annexation of Property Located at 964 and 970 Airport Rhodhiss Road, and an Unaddressed Parcel to the East, Identified as Burke County PINs 2783785060, 2783788894, and 2783886713, the Catawba River Environmental Education Center (CREEC), Owned by the City of Hickory. (Authorize the Public Hearing for September 15, 2026, at 6:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). **(Exhibit VIII.H.)**

I. Approval of the Issuance of Pyrotechnic Display Permits to PyroStar Entertainment for Fireworks Display at Hickory Motor Speedway, and to Pyro Shows Inc. for Fireworks Display at Hickory Crawdads Stadium. **(Exhibit VIII.I.)**

Staff request approval to issue a pyrotechnic display permit to PyroStar Entertainment for a fireworks display at Hickory Motor Speedway on September 19, 2026, (rain date October 17, 2026). Kevin Peircy, General Manager of Hickory Motor Speedway submitted a request to obtain permission to conduct a public fireworks display. Staff also request approval to issue a pyrotechnic display permit to Pyro Shows, Inc., for a fireworks display at Hickory Crawdads Stadium on September 8, 2026, (rain date September 9, 2026). Douglas Locascio, General Manager of the Hickory Crawdads submitted a request to obtain permission to conduct a public fireworks display. The North Carolina Fire Code requires an operational permit for the use and handling of pyrotechnic special effects material. The

Hickory Fire Department Fire & Life Safety Division shall review all required documentation for the event(s), including Alcohol Tobacco and Firearm's (ATF) License, Operator and Assistant Operators Permits from North Carolina Office of State Fire Marshal (NCOSFM), Site Plan, and the one-million dollar liability insurance policy. The Fire & Life Safety Division will also inspect the pyrotechnics display area before the event(s) to ensure compliance with NCOSFM Guidelines, National Fire Protection Association (NFPA) NFPA 1123 Code for Fireworks Display, and NFPA 1126 Use of Pyrotechnics Before a Proximate Audience (if applicable). Staff recommend approval of the above pyrotechnics displays, subject to drought conditions and the Fire Marshal's final approval.

J. Approval of a Community Appearance Grant for Non-Residential Property Owned by the Hickory Elk's Lodge, Located at 356 Main Avenue NW, in the Amount of $10,000. **(Exhibit VIII.J.)**

The Community Appearance Commission recommend City Council's approval of a Community Appearance Grant for non-residential property owned by the Hickory Elks Lodge and occupied by a commercial building, located at 356 Main Avenue NW in the amount of $10,000. The Community Appearance Grant program by the City of Hickory offers 50/50 matching reimbursements up to $7,500 for property upgrades in the Urban Revitalization Area. Projects of impact on the community and of architectural merit may be considered for funding in excess of the $7,500 ceiling. The grant proposal includes enhancement of the landscaping, pavement, and painting of the exterior of the lodge, as well as the area surrounding the Veterans Memorial along the City Walk and Main Avenue NW. The property is located within the City's defined Urban Revitalization Area and is eligible for the consideration of a Community Appearance Grant. The Community Appearance Commission reviewed the application and unanimously recommended funding of the grant application in the amount of $10,000.

K. Budget Revision Number 4. **(Exhibit VIII.K.)**

1. *To appropriate $50 in donation revenue for library programming.*
2. *To transfer $3,333,333 in Airport project funds from the Runway 6 Extension Project to the Runway 6 Avigation Easement Project for accounting purposes.*
3. *To transfer $511,975 from the Aviation Walk Project to the Airport Runway 24 EMAS Project for a construction contract with J.T. Russell.*
4. *To appropriate a total of $242,594 for terminal apron renovations at the Hickory Airport. Of this amount, $230,464 will come from the NCDOT, and the local match of $12,130 will come from airport capital funds.*
5. *To appropriate a total of $647,845 for West and South apron rehabilitation and North Ramp expansion. Of this amount, $615,452 will come from the NCDOT, and the local match of $32,393 will come from airport capital funds.*

IX. Items Removed from Consent Agenda

X. Informational Items

XI. New Business

A. Public Hearings

1. Consideration of the FY2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) for Submission as Required by the US Department of Housing and Urban Development - Presented by Business Development Director, Dave Leonetti. **(Exhibit XI.A.1.)**

Staff requests Council's consideration of the FY 2025-2026 Consolidated Annual Performance Evaluation Report (CAPER). The CAPER evaluates the effectiveness of the use of resources in addressing identified goals and objectives cited in the Annual Action Plan which is prepared before the fiscal year begins.

CDBG resources were used for the following: housing rehabilitation - $110,390.49; ALFA - $8,000; Exodus Homes - $7,000; Salvation Army - $9,000; Hickory Soup Kitchen - $7,500; Catawba Science Center - $7,500; Women's Resource Center - $5,000; GHCCM - $7,500; public infrastructure improvements - $329,966.71; fair housing - $840; and program administration - $36,128.90; Total $528,826.10. In complying with the US Department of Housing and Urban Development's requirements the CAPER outlines the City's expenditures from July 1, 2026 to June 30, 2026. These funds were approved by the Citizen's Advisory Committee as part of the Annual Action planning process.

Notice of the public hearing was advertised in a newspaper having general circulation in the Hickory area on August 15, 2026, and September 1, 2026. A copy of the CAPER has been available on the City's website and at City Hall beginning August 17, 2026.

B. Departmental Reports

1. Update on Airport Projects – Presented by Airport Director, Chad Hunsucker

2. Appointments to Boards and Commissions

CITIZENS ADVISORY COMMITTEE
(Terms Expiring 6-30; 3-Year Terms) Appointed by City Council
Small Cities Project Area (Council Appoints) VACANT

COMMUNITY APPEARANCE COMMISSION
(Terms Expiring 6-30; 3-Year Terms) Appointed by City Council
Ward 2 (Williams Appoints) VACANT
At-Large (Council Appoints) VACANT

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

HICKORY REGIONAL PLANNING COMMISSION
(Term Expiring 6-30; 3-Year Terms with Unlimited Appointments) (Appointed by City Council)
Ward 1 (Wood Appoints) VACANT
Burke County Representative (Mayor Appoints with Recommendation from Burke County) VACANT

Alderman Wood to Nominate John Andrews as Ward 1 Representative on the Hickory Regional Planning Commission.

LIBRARY ADVISORY BOARD
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (Freeman Appoints) VACANT
Ward 5 (Dula Appoints) VACANT
At-Large (1) (Mayor Appoints) VACANT
At-Large (2) (Mayor Appoints) VACANT

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

RECYCLING ADVISORY BOARD

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

Ward 3 (Seaver Appoints)	VACANT
Ward 4 (Freeman Appoints)	VACANT
Ward 6 (Patton Appoints)	VACANT
At-Large (Council Appoints)	VACANT
At-Large (Council Appoints)	VACANT

Alderman Seaver to Nominate Johnna Flood as Ward 3 Representative on the Recycling Advisory Board.

UNIVERSITY CITY COMMISSION

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

At-Large Not Including ETJ (Council Appoints)	VACANT

YOUTH COUNCIL

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

Homeschool	VACANT
St. Stephens High School	VACANT
Hickory High School	VACANT

Youth Council Applicant Review Committee Recommend the Following Appointment:

Nahla Holmes as a Hickory High School Representative on the Youth Council.

C. Presentation of Petitions and Requests

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

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

XIV. Adjournment

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

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

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

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, August 18, 2026 at 6:00 p.m., with the following members present:

	Hank Guess	
Tony Wood		Anthony Freeman
Charlotte C. Williams	Aldermen	Arnita M. Dula
Danny Seaver		Jill Patton

A quorum was present.

Also present were City Manager Warren Wood, Deputy City Manager Rodney Miller, Assistant City Manager Steve Miller, Assistant City Manager Yaidee Fox, City Attorney Timothy Swanson, Deputy City Clerk Crystal B. Mundy and City Clerk Debbie D. Miller

I. Mayor Guess called the meeting to order. All Council members were present.

II. Invocation by Emma Shell, Director of Children and Youth Ministries, St. Luke's United Methodist Church

III. Pledge of Allegiance

IV. Special Presentations

V. Persons Requesting to Be Heard

A. Mr. Mark Smith, Shannonbrook Drive, Newton NC, advised that he worked for public housing, he did not live in this area, but he used to live in this area. These were his recollections. He sees change, but he does not see a lot of change. His problem was that he worked here. He had been in this area for a year now. It took him 2 weeks to spot every drug dealer, every house, with no police training, 2 weeks. He could point them out. This was his issue. He was not seeing, especially in what they called Keating Pointe, aka the Fab. They go in that circle on Friday and Saturday night, it was ridiculous. The level of people that were conjugating there who do not live there. If they took that group of people and set them anywhere in Hickory, any parking lot in Catawba County, the police would be coming within minutes. His question was, why was this lacking there? Why was the police presence not there? And it was not there. They ride through. This was every weekend thing. If anybody had seen the videos from 2 weeks ago or last weekend, 50 and 60 people who do not live there. And what got on his soul was mothers, fathers coming up to him saying, "I can't even go outside. My kids can't come outside." And he witnessed this. He could go outside of his house. He drives home; he could go outside. It was not fair for these people to be subjected to this kind of abuse. And it was abuse because there were a lot of good people who did not deserve this. Most of the people who come there do not live there. So how are they allowed to pull up somewhere, bam their music all hours of the night, and nobody does anything? And it was a known hot spot for years and years and years. They were trying to tell him there was no way they could not put that fire out? They had to be consistent. Put the force out there. Ride through every 30 minutes, every hour. Start writing tickets for loitering. Nobody was doing it. He would give them a prime example of another Reverb Lounge. They had the same situation, but this was a bar. People congregating in their parking lot, loitering. They made a public post; Hickory Police would start writing tickets. They could easily pull up that post. Why are they not writing tickets over here? Same situation, different part of town. Why are they not writing tickets? If he took the same situation and dropped it at Lowe's on 127.

Deputy City Clerk Crystal Mundy called 3 minutes.

Mayor Guess asked if Mr. Smith needed more time.

Mr. Smith advised he had made his point. He thanked Council for listening.

B. Ms. Robin Martinez commented for safety purposes, she advised she lived in Viewmont. She had dwelled for a long time on some things, and she was ready to address some comments, concerns, and questions. As a patron of Catawba County since she was 4 years old, she had been able to experience many good things and many bad moments in this county. Moving to Hickory at 24 years old, and still there driving and living in Hickory and Viewmont, she helped to raise 5 children as a blended family. Her questions, concerns, and comments were as follows: Where was the truth and the transparency in their town's leadership? Where was the hand to the children in the government housing, like having a park in their area, a basketball court close by, something that they could walk to, and that was very feasible? They have more than an obligation to the weak and the hurting and the lost and the stuck, not to fancy lighting, arches, and extra sidewalks, to the people that really need the help. She reiterated what the gentleman just said, to the war on drugs. There was a pill that was legal right now and had been legal for over a year called Hydroxy 7. They were putting it out as a legal one substance, which was just as bad as fentanyl, the withdrawal. She was very concerned for their town and county because these people may turn back to heroin and fentanyl and their death rate would go up even more. She asked what Hickory was going to do about it? When was Hickory going to stop those kingpins? That was just what she called them, especially in the area right on 127. She was told that Hickory was being bought. Was that true? She promised them, money would never get them into heaven. Lastly, there was an epidemic of vehicles, new, old, that were driving

at night with no tags whatsoever, lights. They could not profile the vehicle. Many of them were blacked out. If they have a wreck, they will not hardly have a chance to know who it was that hit them. They were drunk driving.

Deputy City Clerk Crystal Mundy called 3 minutes.

Ms. Martinez advised Mayor Guess that she was almost finished.

Mayor Guess moved, seconded by Alderwoman Patton to allow her to extend her time. The motion carried unanimously.

Ms. Martinez continued. She has documented, over the last 6 months, hundreds of vehicles, being that she does not work, she had time to observe. It was very simple to pull a fuse right out of that dash and those lights were gone. She commented that maybe they go to Jay Adams, their Legislator, and they turn this into, not a slap on the hand, an improper infraction, but give fines and give this money to their law enforcement, so that maybe they would stop the people so they know that it was actually worth their time and give the fines like they give a $150 seatbelt ticket. These matters were a valley of evil and darkness. Their country was in despair like their town. What was their part in lifting up them into the hill of hope, love, and light, and helping the wars that they face here in Hickory, North Carolina? Thank you.

Mayor Guess asked if there was anyone else that would like to address the Council this evening? No one else appeared.

VI. Approval of Minutes

A. Regular Meeting of August 4, 2026.

Alderwoman Patton moved, seconded by Alderwoman Williams that the Minutes of August 4, 2026 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.

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

A. Budget Revision Number 2. (First Reading Vote: Unanimous)

B. Consideration of the Rezoning Petition 26-07 for Property Located at 2536 Startown Road from Medium Density Residential (R-2) to Planned Development (PD). (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.

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

A. Called for a Public Hearing for Consideration of the FY2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) for Submission as Required by the US Department of Housing and Urban Development. (Authorized Public Hearing for September 1, 2026, at 6:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

B. Approved the Bid and Awarded the Contract to JT Russell & Sons, Inc. for Asphalt Resurfacing in the Amount of $1,393,700.

Staff request Council's approval of the bid and award the contract to JT Russell & Sons, Inc. for asphalt resurfacing in the amount of $73.75 per ton for S9.5B asphalt surface, $74.50 per ton for S9.5C asphalt surface, $86 per ton for asphalt parking lots for S9.5B, $915 per ton for binder (liquid asphalt), $90 per ton for levelling course, $174 per ton for patching, $5.65 per square yard for edge milling, $27.25 per square yard for asphalt milling (100-1,000 square yards), $10 per square yard for asphalt milling (1,001-3,000 square yards) and $7.50 per square yard (3,001-6,000 square yards) totaling $1,393,700. This project is awarded based on unit prices to allow for a variation of quantities that the City will pay to complete the project. Staff will work with contractors to provide quality control. The funds are budgeted in the Street Division's FY 26-27 budget.

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

The mission of the City of Hickory's Community Development Division is to preserve the existing housing base, enhance ownership opportunities for all of its citizens to obtain decent housing, and provide a quality environment conducive to the safe and healthy growth of its citizenry. The seven-member Citizens' Advisory Committee was formed to provide for citizens' input in the facilitation of the City's Community Development Block Grant (CDBG) program, as well as any other similar community enhancement funding the City may receive. The following requests were considered by the Citizens' Advisory Committee at their regular meeting on August 6, 2026:

- Thomas & Betty Wilson, located at 647 7th Avenue Place SE, were recommended for approval of up to $15,000 under the City of Hickory's 2026 Urgent Repair Program.
- Mary Miller, located at 485 14th Avenue NE, Hickory was recommended for approval of up to $15,000 under the City of Hickory's 2026 Urgent Repair Program.
- Judith Jacumin, located at 934 8th Street NE, Hickory was recommended for approval of up to $15,000 under the City of Hickory's 2026 Urgent Repair Program.
- Larry Martin, located at 130 18th Street SW, Hickory was recommended for approval of up to $15,000 under the City of Hickory's 2026 Urgent Repair Program, contingent on confirmation of disability by NCHFA.

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

D. Approved on First Reading Budget Revision Number 3.

ORDINANCE NO. 26-29
BUDGET REVISION NUMBER 3

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, 2027, and for the duration of the Project Ordinance noted herein.

SECTION 1. To amend the General Fund within the FY 2026-27 Budget Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Culture & Recreation	165	-
Public Safety	15,809	-
TOTAL	15,974	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	15,974	-
TOTAL	15,974	-

SECTION 2. To amend the Henry Fork Streambank and Sewer Improvements (#83321) Grant Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Projects	21,000	-
TOTAL	21,000	-

To provide funding for the above, the Henry Fork Streambank and Sewer Improvements (#83321) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	21,000	-
TOTAL	21,000	-

SECTION 3. To amend the Aviation Walk Connector (#546021) Grant Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	400,000	-
TOTAL	400,000	-

To provide funding for the above, the Aviation Walk Connector (#546021) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE

Investment Earnings	400,000	-
TOTAL	400,000	-

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

IX. Items Removed from Consent Agenda – None

X. Informational Items

XI. New Business

A. Public Hearings

1. Approved a Renew NC Community Development Block Grant – Disaster Recovery Funding (CDBG-DR) Application in the Amount of $3,819,696 for the Henry Fork Streambank Restoration and Sewer Improvement Project – Presented by Public Utilities Director, Will Hamblin.

Staff requests Council's consideration of a Renew NC CDBG-DR grant application in the amount of $3,819,696 to supplement funding for the Henry Fork Streambank Restoration and Sewer Line Improvement Project. Prior to Hurricane Helene, the City contracted with McGill Engineering to conduct a study to identify areas of sewer line exposure and streambank erosion. This funding request would support the replacement and relocation of sewer lines, the rehabilitation of manholes, and the restoration and hardening of streambanks to prevent future issues and enhance resilience. The total estimated cost of the project is $8,819,696. In late 2025, the City applied for and received a $5,000,000 loan with principal forgiveness of the first $5,000,000 from the NC Department of Environmental Quality (NCDEQ) Clean Water State Revolving Fund for Hurricane Helene (CWSRF-Helene). Since the total cost of the project is estimated at $8,819,696, the City would like to apply for $3,819,696 in CDBG-DR funding to complete the project. Staff recommends Council approval of the application in the amount of $3,819,696 to complete the project. There is no local match. Staff also recommend approval of the Resolution for designated agents for the CDBG-DR application process.

Notice of the public hearing was advertised in a newspaper having general circulation in the Hickory area on August 8, 11, and 15, 2026.

City Manager Warren Wood advised this was a follow-up. He mentioned this at Council's last meeting, applying for additional funding for the Henry Fork Streambank Restoration Project. This was consideration of a renewed North Carolina Community Development Block Grant Disaster Recovery funding application in the amount of $3,819,696 for the Henry Fork Streambank restoration and sewer improvement project. He asked Public Utilities Director Will Hamlin to the podium for the presentation.

Public Utilities Director, Will Hamblin gave a PowerPoint presentation. He advised there had been a public comment period and now a public hearing to apply for a Community Development Block Grant Disaster Recovery Project, for short CDBG-DR grant, it was disaster recovery. The State received $1.4 billion in funding to support long-term recovery efforts, and $193 million of that was set aside for infrastructure projects. To be eligible for the infrastructure projects, it had to be in a HUD or state-identified most impacted distressed area. It had to provide resiliency for current and future natural hazards. It had to be connected to Hurricane Helene and disaster recovery needs and also improve the FEMA-assisted PA-funded projects, to improve resiliency and useful life. They identified the Henry Fork Streambank Restoration Sewer Line Improvements Project, and that was replacing and relocating approximately 3,000 linear feet of sewer mains along the Henry Fork River and also 8,600 linear feet of streambank restoration. A combination where the streambank in some places keeps encroaching pretty close to sewer lines. They were going to move the sewer line further from the streambank. In some places where it was not as severe, they were able to harden the streambank. It was a two-pronged approach. The project estimate was a little over $8.8 million. Last fall, they applied and received $5 million through NCDEQ Clean Water SRF set aside for Hurricane Helene. There was an additional $3.8 million that either they were applying for this grant, or they would it fund out of the utility budget. The project area was along the Henry Fork River. For this project to be tied to CDBG, it was a focus on the low and moderate income areas. He referred to the PowerPoint and pointed out the census tracts that this project served. It served the Hildebrand area that Hickory owns the sewer, and that flows through Long View. It served Long View. He referred to the PowerPoint and pointed out sewer lines that were not on Hickory's system and areas on the City of Hickory

system that were served by this project. The census tracts combined served a 51.7% low and moderate income, the threshold for this grant was at 51%. They met the threshold. He referred to the PowerPoint and displayed another aerial image of the project location on the Henry Fork River. He pointed out this was a map of the 3 damages that they had from Hurricane Helene. They had 2 aerial sewer crossings. He referred to them as Brookford 1 and 2. They do not have real names, but for the FEMA public assistance, those were the names. They had a significant erosion further downstream, the 6th Street Court area. Those 3 projects were funded for repairs from public assistance. Now they were looking for some more hazard mitigation in the future. He referred to the PowerPoint and advised right outside of Brookford was Carolina Solvents. He pointed out the area of the project where they were going to replace the sewer main and move it further from the streambank. That was about half of the budget, moving this section of sewer line. The other half was for streambank restoration. He played a video that was taken the afternoon after Hurricane Helene came through. He pointed out that all of the trees and debris were caught up in the sewer line. He played another video which showed the damage and how high the water was on the Henry Fork River a couple of days after. He referred to the PowerPoint and advised the photo was during the repair. They were almost done. He mentioned they had some armoring along the streambank. But that was one of the projects that was funded through FEMA. He noted an area of significant erosion. He pointed out a manhole and the sewer line. They were standing pretty much on top of it, that streambank had encroached. He advised they started this study prior to Hurricane Helene, and had documentation of pictures prior to it, and already the streambank had been migrating. But it made a pretty big swath after Hurricane Helene. That was also funded by FEMA for the repair. He referred to a photo that was from the other direction and pointed out the manhole on the right, and they had hardened the streambank.

Public Utilities Director, Will Hamblin advised this was a public hearing. They had a public comment period leading up until now. They were requesting Council's approval to apply, and also requesting for Karen Dickerson and himself to be designated agents for the application so they could upload the files and submit so that City Manager Warren Wood does not have to get bogged down in the details. Those were the two actions he was requesting tonight. He asked if there were any questions.

Alderwoman Patton asked once applied, what was the timeframe of getting this?

Public Utilities Director, Will Hamblin commented that September 16th was when it was due. They were hoping in the next couple of months they would give them some feedback and ask for any clarifications or any additional information. They were hoping by December that they would have a notice of whether they were successful or not. It would take a few months longer to actually get the agreement. But with the $5 million they received, they had already submitted the preliminary engineering report last month. They received initial comments. They want to approve that by December 1st and get it into design. This lines up pretty good that they could get both funding about the same time in December or so, if things line up. There were two different agencies, so that probably would not happen.

Alderwoman Dula asked if during the public comment period, did they get any comments?

Public Utilities Director, Will Hamblin advised they had not received any comments.

Alderman Wood was sure technology impacts sewer lines and things like that in some kind of way. He asked if the replacement would be like-kind, or have there been improvements in materials and those types of things that would make it better to withstand the kind of pressures that made this a problem?

Public Utilities Director, Will Hamblin advised that the pipe material would be similar. He thought it was installed in the '70s, so it had quite a lifespan already. It would be a ductile iron pipe and a precast concrete manhole. Pretty standard sewer line materials. They would definitely do their best to harden the area to keep that from migrating further towards them.

Mayor Guess asked if during the construction process, would there be any downtime, or would they be able to use the old system until the new system was up and running?

Public Utilities Director, Will Hamblin advised that was the good part about offsetting it, they could build the new section and then just do the tie-ins on either end and limit their time for bypass pumping.

Mayor Guess asked what happened to the old system once the new system was up and running?

Public Utilities Director, Will Hamblin commented that they would either abandon it in place with flowable fill, that would likely to be the case, instead of having to excavate and remove it.

Mayor Guess asked if it would not be a secondary system?

Public Utilities Director, Will Hamblin replied, no, sir.

Alderman Freeman mentioned they had secured the $5 million, and receiving another $3 million. Estimate probably about $9 million. Since they received that $5 million, do they have a contingency plan. He believed every soul in there realized inflation and cost had gone up. If the cost was more than what they were looking at, then what would be their next step?

Public Utilities Director, Will Hamblin mentioned they would have two options. There was a 15% contingency in their estimate as part of their application process, so there was some built in. But given the nature of this project and the streambank restoration was kind of sectioned off in the different areas, they have them rated from a low, medium, high, to extreme as erosion. If the funds were not available, they could just focus on the high and extreme areas and not the lower risk areas, or they could use money out of utilities fund balance if it was justified to do. They could do either or.

City Manager Warren Wood advised they may also be able to come back and seek additional grant funding. He thought in the next 3 years there was going to be Helene money out there. They may see this again, and more than likely see it again, because he thought these were 36-inch lines. These were major collection lines, and they need a wider right-of-way for maintenance. There may be some condemnations that come about so they could properly access, maintain, and inspect these lines, because it was in a pretty remote area.

Public Utilities Director, Will Hamblin advised it was pretty narrow access along the river.

City Manager Warren Wood reiterated that they may be seeing this again down the line.

Alderman Wood thanked Mr. Hamblin and Mrs. Dickerson. This was real money. He commented that $9 million was a lot of money and it took a lot of burden off the taxpayers. He wanted to thank both of them for everything they were doing with the grant application. He appreciated all the hard work.

Public Utilities Director, Will Hamblin thanked Alderman Wood. He commented it takes an army. They had a lot of folks working in their GIS department to create some maps and Karen Dickerson had taken the lead on this application. It was a team effort.

Mayor Guess asked for any other questions from staff or Council. He thanked Mr. Hamilton. He explained the rules for conducting the public hearing. He declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. Mayor Guess asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Guess closed the public hearing.

Alderwoman Patton moved, seconded by Alderman Seaver approval of the resolution and applying for the Renew NC Community Development Block Grant – Disaster Recovery Funding (CDBG-DR) Application in the Amount of $3,819,696. The motion carried unanimously.

RESOLUTION NO. 26-40
Designation of Applicant's Agent
Renew NC CDBG-DR Grant Application

(Resolution 26-40 is on file in the City Clerk's Office and is hereby incorporated by reference and made a part of the minutes)

B. Departmental Reports

1. Appointments to Boards and Commissions

CITIZENS ADVISORY COMMITTEE
(Terms Expiring 6-30; 3-Year Terms) Appointed by City Council
Small Cities Project Area (Council Appoints) VACANT

COMMUNITY APPEARANCE COMMISSION
(Terms Expiring 6-30; 3-Year Terms) Appointed by City Council
Ward 2 (Williams Appoints) VACANT
At-Large (Council Appoints) VACANT

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

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

LIBRARY ADVISORY BOARD
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (Freeman Appoints) VACANT
Ward 5 (Dula Appoints) VACANT
At-Large (1) (Mayor Appoints) VACANT
At-Large (2) (Mayor Appoints) VACANT

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

RECYCLING ADVISORY BOARD
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 3 (Seaver Appoints) VACANT
Ward 4 (Freeman Appoints) VACANT
Ward 6 (Patton Appoints) VACANT
At-Large (Council Appoints) VACANT
At-Large (Council Appoints) VACANT

UNIVERSITY CITY COMMISSION
(Terms Expiring 6-30; 2-Year Terms) (Appointed by City Council)
At-Large Not Including ETJ (Council Appoints) VACANT

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

Homeschool VACANT
St. Stephens High School VACANT

Mayor Guess advised there were a few vacancies. Obviously, if they were interested in any of those they could speak to any of the Council members or they could go on the website. Each of them was outlined as to what the duties were, where they meet, and when they meet, etc. If they are interested in any of those vacancies, please let them know.

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 Williams mentioned they heard about a lot of damage that occurred during the storm and she wanted to thank Public Works. She knew they were out all night. She asked if City Manager Warren Wood could give them a little update on that.

City Manager Warren Wood commented that Assistant City Manager Steve Miller had photos of it. It was like a supercell that came through and the thing was moving 60 miles an hour. To Alderwoman Williams' point, they had folks on duty with police and fire that were really busy all night long. Then they had folks that worked all day and came back in after 8:30 p.m. and worked until 2 o'clock in the morning, he thought a couple dozen of those. Then they came back to work

today. They had a lot of staff out and they did a great job. He thought there were 15 trees down in the roadway.

Assistant City Manager Steve Miller advised they still had one down in the lines that they were dealing with, but other than that they were fine. They would go back through tomorrow and clean up the rest that they did not get to today.

City Manager Warren Wood knew there were other trees on private property that fell, but that was quite a storm. They could see it coming.

Mayor Guess asked if they knew of anybody in Hickory still without power?

City Manager Warren Wood did not think so. To his knowledge, everybody was back up. There were some folks that had home damage.

Alderman Seaver asked if there were any injuries.

City Manager Warren Wood was not aware of any. A busy night.

Mayor Guess thanked everyone who took part in that. He knew as soon as the storm was over, the rest of them went back to their regular activities, but that was not the case with a lot of their coworkers. They certainly appreciated all the extra work that they do during these times that affect the rest of them greatly. Thank you once again.

City Manager Warren Wood advised there would be a lot of managing expectations on yard waste the next couple weeks. That was going to go on for a little while.

Mayor Guess commented considering what it could have been that was okay.

XIV. There being no further business, the meeting adjourned at 6:28 p.m.

_____
Mayor

_____
City Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: *Chad Hunsucker*

Contact Person: Shelly Campbell

Date: 07/17/2026

Re: Request for approval of Commercial Use Permit for Bearonautics, LLC

REQUEST
Request for approval for Commercial Use Permit for Bearonautics, LLC

BACKGROUND

Bearonautics, LLC plans to establish, operate and conduct an advanced aviation simulation and flight training facility utilizing one or more Federal Aviation Administration-approved Advanced Aviation Training Devices (AATDs) and to provide aviation education, flight instruction, simulator-based training, pilot proficiency training, ground school instruction and other aviation-related training and educational services customarily associated with such operations.

ANALYSIS

Bearonautics, LLC intends to rent the lease premises within the Commercial Terminal building at Hickory Regional Airport. This lease encompasses approximately 1121 square feet of office space, with a monthly rental rate of $1,367.00 or $16,404.00 annually.

The term of this Agreement shall commence on the Commencement Date (September 1, 2026) and continue for an initial term of one (1) year (the "Initial Term"), unless earlier terminated in accordance with this Agreement. Following the Initial Term, this Agreement shall automatically renew for up to five (5) successive additional one (1) year terms (each, a "Renewal Term"), unless either party provides the other with written notice of its intent to terminate the Agreement at least ninety (90) days prior to the expiration of the then-current term.

Leases greater than one year require public notice prior to approval. The public notice of the lease was advertised in the Hickory Daily Record on July 23, 2026.

RECOMMENDATION

Recommendation for approval by City Council.

BUDGET ANALYSIS:

Budgetary Action Is a Budget Amendment required?	Yes	No
	☐	☐

LIST THE EXPENDITURE CODE:

Reviewed by:

Chad Hunsucker Initiating Department Head	7/17/2026 Date	Asst. City Manager Yaidee Fox	8/21/26 Date
Asst. City Manager Rodney Miller	8/21/26 Date	Asst. City Manager, S. Miller	8-21-26 Date
Finance Officer, Kari Dunlap	8/24/26 Date	Deputy Finance Officer, Cameron McHargue	8-25-26 Date

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

City Manager, W. Wood

8.25.26

Date

RESOLUTION NO. 26-___

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BY THE CITY OF HICKORY PURSUANT TO N.C.G.S. § 160A-272

WHEREAS, the City Council of the City of Hickory desires to lease certain designated space within the Commercial Terminal Building located at the Hickory Regional Airport, 3101 9th Avenue Drive NW, Hickory, North Carolina 28601 (the "Property"), the Property being more particularly described in Exhibit "A" to the Commercial Use Permit and Lease Agreement (the "Lease Agreement"), to Bearonautics, LLC for an initial term of one (1) year beginning September 1, 2026, and ending August 31, 2027, with five (5) one-year renewal options, at a monthly rental rate of One Thousand Three Hundred Sixty-Seven Dollars ($1,367.00) (or $16,404.00 annually), which shall automatically increase by five percent (5%) at the commencement of each renewal term; and

WHEREAS, City staff has reported that the City will not need the Property for City purposes during the term of the proposed Lease Agreement and recommends that the City Council authorize execution of the Lease Agreement; and

WHEREAS, N.C.G.S. § 160A-272 authorizes the City to lease property owned by the City for such terms and upon such conditions as the City Council may determine, provided that the term does not exceed ten (10) years and the City Council determines that the property will not be needed by the City during the term of the lease; and

WHEREAS, N.C.G.S. § 160A-272 further provides that such property may be leased only pursuant to a resolution adopted at a regular meeting of the City Council authorizing execution of the Lease Agreement after thirty (30) days' public notice describing the property to be leased, stating the annual rental or lease payments, and announcing the City Council's intent to authorize the lease at its next regular meeting; and

WHEREAS, notice was published on July 23, 2026, describing the Property to be leased, stating the annual rental or lease payments, and announcing the City Council's intent to authorize the Lease Agreement at its regular meeting scheduled for September 1, 2026, in accordance with N.C.G.S. § 160A-272.

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

1. The City Council hereby determines that the Property that is the subject of the proposed Lease Agreement between the City of Hickory and Bearonautics, LLC will not be needed by the City for City purposes during the term of the Lease Agreement.

2. The City Council hereby authorizes the lease of the Property to Bearonautics, LLC upon the terms and conditions set forth in the proposed Lease Agreement and pursuant to N.C.G.S. § 160A-272.

3. The City Manager is hereby authorized and directed to execute, on behalf of the City of Hickory, the Lease Agreement with Bearonautics, LLC for an initial term beginning September 1, 2026, and ending August 31, 2027, with five (5) one-year renewal options. The initial monthly rental rate shall be One Thousand Three Hundred Sixty-Seven Dollars ($1,367.00) (or $16,404.00 annually) and shall automatically increase by five percent (5%) at the commencement of each renewal term. The City Manager is further authorized to approve and execute such non-material revisions to the Lease Agreement as may be necessary or appropriate, subject to pre-audit certification by the City Chief Financial Officer, if required by law, and approval as to form by the City Attorney.

Adopted this the _____ day of _____, 2026

THE CITY OF HICKORY

[AFFIX SEAL]

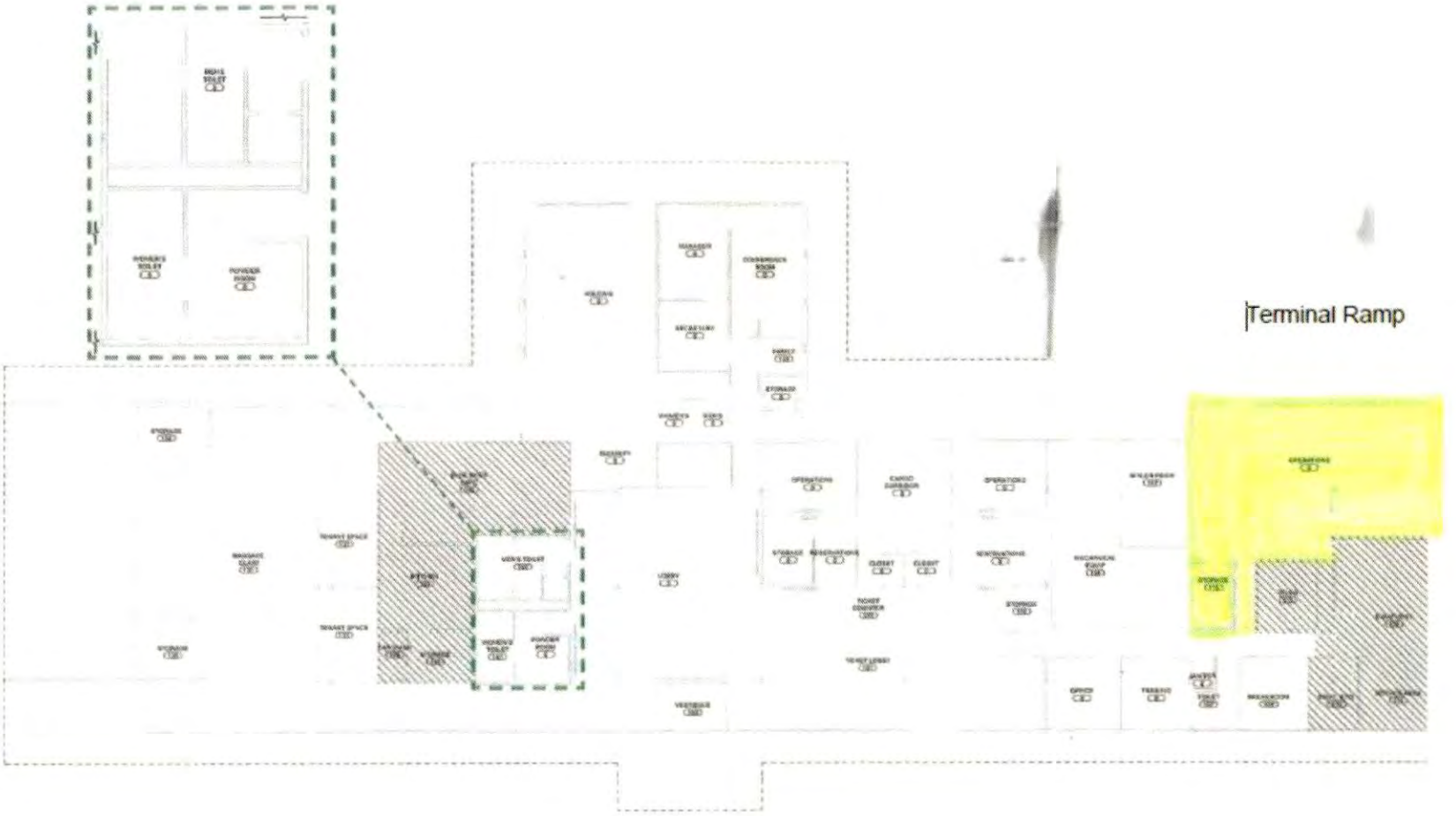
ATTEST:

_____
By: Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

Exhibit A

Leased Premises



City of Hickory
PO Box 398
Hickory, NC 28603
Phone: (828) 828-323-7564
Fax: (828)323-7550

HICKORY REGIONAL AIRPORT
COMMERCIAL USE PERMIT AND LEASE AGREEMENT

This Commercial Use Permit and Lease Agreement ("Agreement") is made and entered by and between the City of Hickory, a North Carolina municipal corporation, having a mailing address of P.O. Box 398, Hickory, NC 28603 ("City"), and Bearonautics, LLC, a North Carolina limited liability company, having a mailing address PO Box 2127, Hickory, NC 28603 ("Tenant"). The identified parties are at times referred to herein collectively as "Parties" and individually as a "Party."

WHEREAS, Section 3-41 of City of Hickory Code of Ordinances provides that no person shall operate a FBO at the Hickory Regional Airport or offer or provide aeronautical services to aeronautical operators at the Airport, including the sale or delivery of aviation fuel, except the Airport Director, except such operations and activities that shall have been approved by the City and described in a lease, concession agreement or commercial use permit approved by the City; and

WHEREAS, Tenant is seeking issuance of a Commercial Use Permit and lease of office space at the Airport for the purpose of operating an advanced aviation simulation and flight training facility utilizing FAA-approved Advanced Aviation Training Devices (AATDs) and providing related aviation education and training services.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Additional Rent" means all amounts payable by Tenant under this Agreement other than Base Rent.

(b) "Adjustment Date" means September 1, 2027, and September 1 of each year thereafter as set forth in Section 3.05(b).

(c) "Airport" means the Hickory Regional Airport.

(d) "Airport Director" means the individual designated by the City to manage and operate the Airport, or such person's authorized designee.

(e) "Base Rent" has the meaning set forth in Section 3.05(a).

(f) "Commencement Date" has the meaning set forth in Section 3.03.

(g) "Commercial Use Permit" means the non-exclusive, revocable permit granted by the City pursuant to Article II authorizing Tenant to conduct the Permitted Activities at the Airport.

(h) "Event of Default" means any event described in Section 6.01.

(i) "FBO" means Fixed-Base Operation.

(j) "Hazardous Materials" has the meaning set forth in Section 4.04.

(k) "Leased Premises" has the meaning set forth in Section 3.01.

(l) "Permitted Activities" has the meaning set forth in Section 4.01.

(m) "Rent" means Base Rent and Additional Rent collectively.

(n) "Tenant Improvements" has the meaning set forth in Section 4.06.

(o) "Term" has the meaning set forth in Section 3.04.

Additional capitalized terms used in this Agreement shall have the meanings ascribed to them elsewhere in this Agreement.

ARTICLE II
COMMERCIAL USE PERMIT

Section 2.01 Permit Grant. The City hereby grants Tenant a non-exclusive, revocable Commercial Use Permit authorizing Tenant to conduct the Permitted Activities at the Airport from the Leased Premises during the Term, subject to the terms and conditions of this Agreement.

Section 2.02 Nature and Control of Permit. The Commercial Use Permit is a revocable contractual license only and does not create any property right, leasehold interest, or vested right in Tenant. The Permit is subordinate to the City's authority to operate, manage, and regulate the Airport in accordance with applicable law, Federal Aviation Administration requirements, Airport Rules and Regulations, and Airport Minimum Standards, as may be adopted or amended from time to time.

Section 2.03 Suspension or Revocation. The City may suspend or revoke the Commercial Use Permit (i) for cause, including Tenant's failure to comply with this Agreement or applicable laws, rules, or standards, or (ii) if reasonably necessary to protect safety, respond to an emergency, or maintain regulatory compliance. Except in cases involving safety or emergency conditions, the City shall provide Tenant with written notice and a reasonable opportunity to cure any correctable condition. The City shall exercise its authority under this Section in good faith and shall not act in an arbitrary or capricious manner.

Section 2.04 Effect of Revocation. Revocation of the Commercial Use Permit for cause shall constitute a material default under this Agreement and may result in termination of this Agreement as provided herein. Upon expiration or termination of this Agreement for any reason, the Commercial Use Permit shall automatically terminate, and Tenant shall have no further right to conduct Permitted Activities at the Airport. Tenant shall not be entitled to compensation arising from the suspension, revocation, or termination of the Permit, except as expressly provided in this Agreement. Tenant acknowledges that its right to occupy the Leased Premises is subordinate to and conditioned upon the continued validity of the Commercial Use Permit.

Section 2.05 Relationship of Commercial Use Permit and Lease. The Commercial Use Permit and the lease of the Leased Premises granted under this Agreement are interdependent. Tenant's right to occupy and use the Leased Premises is expressly conditioned upon the continued validity of the Commercial Use Permit. Suspension or revocation of the Commercial Use Permit shall constitute a material default under this Agreement and, at the City's option, grounds for termination of the Lease. Notwithstanding anything to the contrary, the City retains all governmental and regulatory authority over the Airport, and no provision of this Agreement shall be construed to limit such authority.

ARTICLE III
LEASE OF PREMISES

Section 3.01 Leased Premises. In consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby leases to Tenant, and Tenant hereby leases from the City, the exclusive right to use designated space within the Commercial Terminal Building located at the Airport, as shown in yellow on the attached **Exhibit A**, consisting of approximately 1,121 square feet (the "Leased Premises"). Tenant shall use the Leased Premises solely for the Permitted Activities, in accordance with the Commercial Use Permit granted herein and the Airport's Minimum Standards, to the extent applicable, and all applicable Airport rules and regulations.

Section 3.02 Condition of Leased Premises. Except for the Airport Improvements described in Section 4.06, Tenant accepts the Leased Premises "as is," "where is," and "with all faults," without representation or warranty by the City as to condition, suitability, or fitness for Tenant's intended use. Tenant shall maintain the Leased Premises in good order and repair during the Term, ordinary wear and tear excepted, and shall return the Leased Premises to the City at the expiration or earlier termination of the Term in substantially the same condition as of the Commencement Date, ordinary wear and tear excepted. Tenant shall, at its sole cost and expense, comply with all applicable federal, state, and local laws, ordinances, codes, and Airport rules.

Section 3.03 Commencement Date. This Agreement shall become effective on September 1, 2026 (the "Commencement Date"), subject to (i) execution of this Agreement by both the City and Tenant; and (ii) the City's receipt of a certificate of insurance naming the City as an additional insured as required under Section 5.02 of this Agreement.

Section 3.04 Term. The term of this Agreement shall commence on the Commencement Date and continue for an initial term of one (1) year (the "Initial Term"), unless earlier terminated in accordance with this Agreement. Following the Initial Term, this Agreement shall automatically renew for up to five (5) successive additional one (1) year terms (each, a "Renewal Term"), unless either party provides the other with written notice of its intent to terminate the Agreement at least ninety (90) days prior to the expiration of the then-current term.

Section 3.05 Rent.

(a) Base Rent. Tenant shall pay the City rent for the Leased Premises in the amount of One Thousand Three Hundred Sixty-Seven Dollars ($1,367.00) per month (the "Base Rent"). Base Rent shall be payable monthly, in advance, without demand, on the fifteenth (15th) day of each month during the Term. All sums payable by Tenant under this Agreement other than Base Rent shall constitute Additional Rent.

(b) Annual Rent Adjustment. Beginning September 1, 2027, and on September 1 of each year thereafter (each, an "Adjustment Date"), the Base Rent in effect immediately prior to the applicable Adjustment Date shall increase by five percent (5%).

(c) Interest on Late Payments. Any Rent or other sum not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less.

Section 3.06 Parking and Aircraft Parking Rights. During the Term of this Agreement, Tenant is granted the exclusive use of two (2) designated vehicle parking spaces in the parking lot adjacent to the terminal building. The designated parking spaces shall be identified by the City and may be reasonably redesignated by the City from time to time upon prior written notice to Tenant.

In addition, Tenant may utilize the terminal ramp for short-term aircraft parking for aircraft operated by or serving Tenant and its customers, with direct access between the terminal ramp aircraft parking area and the Leased Premises, subject to all applicable Airport rules, regulations, operational requirements, and the reasonable direction of the Airport Director.

Tenant shall have the right to install and maintain reasonable identification and directional signage for its leased premises, designated vehicle parking spaces subject to the prior approval of the Airport Director, which approval shall not be unreasonably withheld, conditioned, or delayed. All signage shall be installed and maintained at Tenant's expense and in compliance with applicable laws, regulations, and Airport standards.

ARTICLE IV
OPERATIONS AND MAINTENANCE

Section 4.01 Permitted Activities. Tenant is hereby granted the right to establish, operate, and conduct an advanced aviation simulation and flight training facility from the Leased Premises utilizing one or more Federal Aviation Administration-approved Advanced Aviation Training Devices ("AATDs") and to provide aviation education, flight instruction, simulator-based training, pilot proficiency training, ground school instruction, and other aviation-related training and educational services customarily associated with such operations (collectively, the "Permitted Activities"). Tenant may also conduct ancillary activities reasonably related to the Permitted Activities, including administrative offices, classrooms, pilot briefing areas, and the sale of training materials and related merchandise.

Tenant shall at all times conduct its operations in a lawful manner and in compliance with all applicable federal, state, and local laws, regulations, ordinances, Airport rules and regulations, and FAA requirements applicable to Tenant's operations. Tenant shall maintain throughout the

Term of this Agreement all licenses, certifications, approvals, and permits required by law or by the FAA with respect to its operations.

Except for the Permitted Activities and activities reasonably incidental thereto, Tenant shall not engage in any other business or commercial activities at the Airport without the prior written consent of the City.

Section 4.02 Utilities. During the Term of this Lease, the City shall furnish and pay for all utility services serving the Leased Premises, including water, sewer, natural gas, and electricity. Tenant shall use such utilities in a reasonable and efficient manner consistent with the permitted use of the Leased Premises. Tenant shall not install any equipment, make any alterations, or increase the utility capacity or demand serving the Leased Premises without the City's prior written consent, which may be withheld in the City's reasonable discretion. If any approved alteration, equipment, or use results in a material increase in utility consumption or requires modifications to existing utility infrastructure, the City may require Tenant to reimburse the City for the increased utility costs and/or the costs of such modifications.

Section 4.03 Repairs.

(a) Repairs by the City. The City shall, at its sole cost and expense, maintain, repair, and replace the Leased Premises and all common areas and building systems serving the Leased Premises, including without limitation the roof, foundation, structural components, exterior walls, floors, doors, paved areas, utility systems, plumbing, heating, ventilation, air conditioning, electrical systems, lighting, and other mechanical installations. The City shall keep the Leased Premises in a condition reasonably suitable for its intended aeronautical use, subject to ordinary wear and tear.

Tenant shall promptly notify the City in writing of any condition requiring repair. Upon receipt of notice, the City shall make such repairs within a reasonable time, taking into account the nature and urgency of the condition. Notwithstanding the foregoing, the City shall have no obligation to repair damage caused by the negligent acts, willful misconduct, or breach of this Agreement by Tenant or its officers, employees, agents, contractors, invitees, or customers, and Tenant shall reimburse the City for the reasonable cost of repairing such damage.

Under no circumstances shall Tenant place equipment on the roof or perform repairs to the roof, structural elements, utility systems, or building systems without the City's prior written consent.

Notwithstanding Section 4.03, the City shall have no obligation to rebuild after casualty.

(b) Repairs and Maintenance by Tenant. Tenant shall keep the Leased Premises in a clean, orderly, and safe condition and shall perform ordinary housekeeping and janitorial services associated with its operations. Tenant shall properly dispose of trash, garbage, used industrial fluids, aircraft parts, and other waste in accordance with applicable laws, environmental regulations, and the City's rules and regulations.

Tenant shall be responsible for the repair of any damage to the Leased Premises, common areas, building systems, or Airport property caused by the negligent acts, willful

misconduct, or breach of this Agreement by Tenant or its officers, employees, agents, contractors, invitees, or customers. Except as expressly provided in the preceding sentence, Tenant shall have no responsibility for maintenance, repair, or replacement of the Leased Premises, structural components, common areas, utility systems, or building systems.

Tenant shall not make repairs, alterations, or improvements affecting the Leased Premises, , common areas, utility systems, or building systems without the City's prior written consent.

Normal wear and tear shall not be deemed damage for which Tenant is responsible.

Section 4.04 Environmental Compliance and Hazardous Materials. Tenant shall not use, generate, manufacture, store, handle, release, or dispose of any hazardous or regulated substances, including without limitation petroleum products, fuels, oils, lubricants, solvents, or chemicals (collectively, "Hazardous Materials"), on or about the Leased Premises or Airport property, except in such quantities and in such manner as are customarily incidental to the normal operation and maintenance of aircraft and in full compliance with all applicable federal, state, and local laws, regulations, ordinances, and Airport Rules and Regulations.

Tenant shall not cause or permit any spill, discharge, or release of Hazardous Materials onto the Leased Premises or Airport property. Tenant shall immediately notify the City of any such occurrence and shall promptly take all actions necessary to contain, remediate, and clean up such condition in accordance with applicable law and to the reasonable satisfaction of the City and any applicable governmental authority.

Tenant shall be solely responsible for, and shall indemnify, defend, and hold harmless the City and its officers, officials, employees, and agents from and against, any and all claims, demands, damages, losses, liabilities, costs, and expenses, including without limitation reasonable attorneys' fees and environmental investigation and remediation costs, arising out of or related to the presence, use, release, or disposal of Hazardous Materials by Tenant or its employees, agents, contractors, or invitees, except to the extent caused by the gross negligence or willful misconduct of the City.

The obligations of Tenant under this Section shall survive the expiration or earlier termination of this Agreement. Tenant's obligations apply regardless of whether the contamination is discovered during or after the Term.

Section 4.05 Inspection and Audit Rights. The City, through the Airport Director or authorized representatives, shall have the right, upon reasonable notice to Tenant (except in cases of emergency or where immediate access is reasonably necessary to protect safety, security, or Airport operations), to enter the Leased Premises and inspect the same, including any equipment, records, and operations located thereon, for the purpose of verifying Tenant's compliance with this Agreement, including without limitation compliance with use restrictions, maintenance obligations, performance requirements, and applicable laws, rules, and regulations.

Tenant shall, upon reasonable request, provide documentation reasonably necessary to demonstrate compliance with this Agreement, including without limitation aircraft registration information, insurance certificates, fuel sales records, and any other information relevant to rent calculations or performance thresholds under this Agreement.

If the City determines, acting reasonably, that Tenant is not in compliance with this Agreement, the City may provide written notice specifying the nature of such non-compliance and require Tenant to cure the same within the applicable cure period, or immediately if the condition presents a safety, operational, or regulatory concern.

The rights granted under this Section are in addition to, and not in limitation of, any other rights of access, inspection, or enforcement available to the City under this Agreement, Airport Rules and Regulations, or applicable law.

Section 4.06 Improvements. Tenant shall not make or permit to be made any alterations, additions, or improvements to the Leased Premises ("Tenant Improvements") without the prior written consent of the City or the Airport Director; provided, however, that the parties acknowledge and agree that the initial Tenant Improvements described herein shall be deemed approved by the City as of the Effective Date of this Agreement.

As part of its occupancy of the Leased Premises, Tenant agrees to undertake, at its sole cost and expense, initial Tenant Improvements with an estimated value of Fifteen Thousand Dollars ($15,000) to Twenty Thousand Dollars ($20,000). Such initial Tenant Improvements shall include, as applicable: sheetrock installation and repair; ceiling tile replacement; installation of new flooring; interior painting; installation of window film; installation of security cameras; implementation of electronic door access controls; construction of partitioned office space; installation of internet and data connectivity infrastructure; and other minor improvements reasonably necessary to establish and operate Tenant's AATD facility.

Any Tenant Improvements other than the approved initial Tenant Improvements shall require the prior written consent of the City or the Airport Director. Any request for consent shall be accompanied by detailed plans and specifications, including a description of the proposed Tenant Improvements, the names and qualifications of the contractors and subcontractors who will perform the work, and the estimated time for completion.

All Tenant Improvements shall (a) be performed in a good and workmanlike manner using materials of good quality; (b) comply with all applicable laws, ordinances, rules, regulations, building codes, and the requirements of all governmental authorities having jurisdiction over the Leased Premises; (c) comply with all insurance requirements under this Agreement; (d) be performed in a manner that will not unreasonably interfere with Airport operations; and (e) be performed at Tenant's sole cost and expense.

Upon completion of any Tenant Improvements, Tenant shall provide the City with copies of any required final inspections or approvals, final lien waivers from all contractors and subcontractors to the extent applicable, and evidence that all required governmental inspections and approvals have been obtained.

Unless otherwise specified in writing, all Tenant Improvements shall become the property of the City upon installation and shall remain on the Leased Premises upon the expiration or earlier termination of this Agreement. The City may, at the time it approves any future Tenant Improvements, require as a condition of such approval that Tenant remove some or all of those Tenant Improvements at the expiration or earlier termination of this Agreement and restore the Leased Premises to substantially the same condition as existed prior to such Tenant Improvements, reasonable wear and tear excepted. Tenant Improvements shall not include removable trade fixtures.

Section 4.07 Contractor Insurance. Prior to performing any Tenant Improvements, Tenant shall cause any contractor performing such work to procure and maintain during the duration of such work the following coverages:

(a) Occurrence based commercial general liability insurance naming the City as an additional insured, with respect to liability for bodily injury, including death and property damage caused in whole or in part by the acts or omissions of the contractor or those working on behalf of the contractor (ongoing operations/CG 20 10 04 13) or the contractor's work (completed operations/CG 20 37 04 13) with limits of no less than $1,000,000.00 per each occurrence and $2,000,000.00 in aggregate limits;

(b) Occurrence based automobile insurance for owned, leased, non-owned, and hired vehicles with single limits of no less than $1,000,000.00 per each occurrence for property damage and personal or bodily injury, including death;

(c) Statutory worker's compensation insurance for the contractor's respective employees in accordance with the laws of the State of North Carolina to pay compensation to any employees performing work on the Leased Premises; and

(d) Occurrence based umbrella liability insurance in excess of the coverage in clauses (a) and (b) above, with limits of at least $3,000,000.00 per occurrence and in the aggregate that follow the applicable underlying limit.

All insurance policies shall be from reputable insurance companies licensed to do business in the State of North Carolina. Tenant shall deliver certificates of liability insurance in ACORD form 25 (2016/03) (or the substantial equivalent of such form) and the required policy endorsements evidencing the foregoing insurance coverage to the City prior to any contractor accessing the Leased Premises or performing any work under or pursuant to this Agreement. Any costs or expenses associated with adding the City as a certificate holder in any contractor's certificate of liability insurance and providing the required additional insured endorsements naming the City as an additional insured shall be borne by the contractor or Tenant, but in no event shall such costs or expenses be borne by the City.

Section 4.08 Mechanic's Lien. Neither Tenant, nor any person performing work for Tenant shall have the right to lien the interest of the City in the Property. Any mechanic's lien or other lien attributable to work performed for Tenant shall attach solely to Tenant's leasehold interest. If by reason of any alteration, repair, labor performed or materials furnished to the Leased Premises for or on behalf of Tenant any mechanic's or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Leased Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within ten (10) days after notice from the City to Tenant of the filing of same.

Section 4.09 Trade Fixtures. All trade fixtures and equipment installed by Tenant in Leased Premises shall be functioning and shall remain the property of Tenant. Tenant shall obtain the written consent of the City before installing any fixtures or equipment that could possibly weaken or impair the structural portions of the Leased Premises.

Provided Tenant is not in default hereunder, Tenant shall have the right, at the termination of this Agreement, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored or installed in the Leased Premises which are susceptible to being moved without damage to the building, provided this right is exercised before this Agreement has expired or during the ten (10) day period prior to any such termination provided herein, and provided that Tenant shall repair any damage to the Leased Premises caused thereby. The right granted hereunder shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air-conditioning equipment, floor coverings glued or fastened to the floors or any paneling, tile or the materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any fixtures or machinery that were furnished by the City. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Agreement, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant, and, at the option of the City, such property will either become (i) the City's ownership, or (ii) the City will dispose of such property and bill back Tenant.

Section 4.10 Damage by Fire or Other Casualty. Tenant shall promptly notify the City in writing of any fire, casualty, or other event causing damage to the Leased Premises. If the Leased Premises are damaged or destroyed by fire, flood, tornado, hurricane, or other casualty, the City shall have no obligation to repair, restore, or rebuild the Leased Premises. The City may, in its sole discretion, elect to repair, restore, or rebuild all or any portion of the Leased Premises by providing written notice to Tenant within thirty (30) days after the casualty.

If the City elects to repair, restore, or rebuild the Leased Premises, the City shall diligently pursue such work, subject to delays caused by force majeure, permitting requirements, labor shortages, insurance adjustments, or other causes beyond the City's reasonable control. During the period in which the Leased Premises are rendered unusable for Tenant's operations, Base Rent shall be equitably abated in proportion to the portion of the Leased Premises that is unusable.

If the City elects not to repair, restore, or rebuild the Leased Premises, or fails to provide notice of its election within thirty (30) days after the casualty, either party may terminate this Agreement by written notice to the other, effective as of the date specified in such notice.

Except as expressly provided in this Section, Tenant shall have no claim against the City arising from any casualty damage to the Leased Premises, including any claim for relocation expenses, business interruption, lost profits, or consequential damages.

Section 4.11 Loss or Damage to Tenant's Property. The City shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise unless caused because of City's gross negligence. The City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or snow or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing works or from any other place or by dampness or by any other cause of whatsoever nature, unless caused because of the City's gross negligence. The City shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of property adjacent to the Leased Premises, or the public, or for damage caused by operations in construction of any private, public, or quasi-public work. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold the City harmless from any claim arising

out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or negligence of the City.

ARTICLE V
INSURANCE AND LIABILITY

Section 5.01 Indemnification. Tenant shall indemnify, defend, and hold harmless the City and its officers, officials, employees, and agents from and against any and all claims, demands, suits, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to Tenant's use or occupancy of the Leased Premises or the Airport, the conduct of Tenant's operations, any injury to persons or damage to Airport property or the property of any third party caused by Tenant or its officers, employees, agents, contractors, customers, or invitees, or any act or omission of Tenant or its officers, employees, agents, contractors, customers, or invitees, including without limitation any claims arising under Section 4.04 (Environmental Compliance and Hazardous Materials), except to the extent caused by the gross negligence or willful misconduct of the City or its officers, officials, employees, or agents.

Section 5.02 Insurance. Prior to taking possession of the Leased Premises or conducting any operations at the Airport, Tenant shall procure and maintain, at its sole cost and expense, insurance coverage with insurers licensed to do business in North Carolina and reasonably acceptable to the City, and shall deliver to the City certificates of insurance and required endorsements evidencing such coverage prior to the Commencement Date and upon each renewal of coverage.

(a) Commercial General Liability Insurance, written on an occurrence basis, with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 general aggregate, covering bodily injury, property damage, personal and advertising injury, products/completed operations, contractual liability, and premises and operations.

(b) Aviation Liability Insurance, including aviation general liability and, if applicable to Tenant's operations, hangar keepers liability, with limits not less than $2,000,000.00 per occurrence, covering claims arising from aircraft, aircraft operations, storage, maintenance, or servicing.

(c) Workers' Compensation Insurance in compliance with North Carolina law, and employer's liability insurance with limits of not less than $500,000.00.

(d) Property Insurance covering the full replacement cost of Tenant's improvements, inventory, trade fixtures, furnishings, equipment, and other personal property located on the Leased Premises.

Section 5.03 Additional Insured. All liability policies shall name the City, its officers, employees, and agents as additional insureds on a primary and non-contributory basis with respect to claims arising out of Tenant's use or occupancy of the Leased Premises or operations at the Airport. Tenant's insurance shall be primary to any insurance maintained by the City. Tenant shall cause its insurers to waive all rights of subrogation against the City to the extent of coverage provided. Each policy shall provide that the insurer will give the City at least thirty (30) days' prior written notice of cancellation or material modification, or ten (10) days' notice in the event of cancellation for nonpayment of premium. Tenant shall deliver certificates of insurance and

required endorsements to the City at least ten (10) days prior to the Commencement Date, and renewal certificates at least ten (10) days prior to expiration of any required policy.

ARTICLE VI
DEFAULT AND ABANDONMENT

Section 6.01 Default. Each of the following shall constitute an event of default (each an "Event of Default") by Tenant under this Agreement: (i) Tenant fails to pay any rent or other amounts due under this Agreement when due, and such failure continues for ten (10) days after written notice from the City; (ii) Tenant fails to procure or maintain the insurance required under this Agreement, or fails to provide satisfactory evidence of such insurance upon request by the City. No cure period shall apply if such failure creates an immediate risk to persons or property; (iii) Tenant or Tenant's use of the Leased Premises violates any applicable Airport Rules and Regulations, Minimum Standards, or any federal, state, or local law, and such violation is not cured within ten (10) days after written notice from the City, or immediately if the violation presents a safety, operational, or regulatory concern; (iv) Tenant fails to comply with any other material term or condition of this Agreement and such failure continues for thirty (30) days after written notice from the City, or such shorter period as is reasonably necessary to address a safety or operational concern; provided that if such failure is not reasonably capable of cure within thirty (30) days, Tenant shall not be in default if it commences cure within such period and diligently prosecutes the same to completion; (v) Tenant uses the Leased Premises or Airport facilities in a manner that endangers persons, aircraft, or Airport facilities, or materially interferes with Airport operations; or (vi) Tenant fails to provide documentation or information required under this Agreement, including aircraft registration or tax reporting information, within the time required.

Section 6.02 Remedies. Upon the occurrence of any Event of Default, the City may, in addition to any other rights available at law or in equity, exercise one or more of the following remedies: (i) Terminate this Agreement upon written notice to Tenant; (ii) Enter the Leased Premises and move, relocate, or remove any Aircraft or other personal property, without liability to Tenant except for the gross negligence or willful misconduct of the City, as reasonably necessary to protect Airport operations, safety, or property; (iii) Recover from Tenant all reasonable costs and expenses incurred by the City in connection with enforcement of this Agreement, including costs of aircraft movement, towing, storage, securing property, and administrative expenses; (iv) Suspend Tenant's access to the Airport or the Leased Premises until the Event of Default is cured; and (v) Deny Tenant the right to store aircraft or use Airport facilities following termination of this Agreement. The remedies provided herein are cumulative and the exercise of any one remedy shall not preclude the City from pursuing any other remedy available under applicable law or in equity.

Section 6.03 Abandoned Aircraft. Tenant shall not abandon any Aircraft on Airport property. An Aircraft may be deemed abandoned if (i) Tenant fails to pay rent or other amounts owed for storage of the Aircraft for sixty (60) consecutive days; (ii) the Aircraft is left unattended in violation of Airport Rules and Regulations; or (iii) the City is unable to contact Tenant after reasonable efforts regarding removal of the Aircraft. Upon determination that an Aircraft is abandoned, the City may, upon written notice to Tenant (unless notice is not practicable), remove, tow, store, secure, or otherwise dispose of the Aircraft in accordance with applicable law, including N.C. Gen. Stat. §160A-303. Tenant shall be responsible for all reasonable costs and expenses incurred by the City in connection with such actions, including towing, storage, administrative costs, and disposal expenses. The City shall not be liable for any damage to the Aircraft or personal

property resulting from actions taken in accordance with this Section, except to the extent caused by the gross negligence or willful misconduct of the City.

Section 6.04 Condition on Surrender. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises was in as of the Commencement Date, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, to the extent that the same can be covered by fire insurance with extended coverage endorsement and Tenant shall surrender all keys for the Leased Premises to the City. Tenant shall (i) remove all its trade fixtures and repair any damage; (ii) deliver the Leased Premises in a broom clean condition, with all Tenant's personal property removed; and (ii) meet with the City's representative for a lease maturity inspection to confirm the Leased Premises are in surrender condition. If any work remains to be completed post inspection, such work will be completed within five (5) days of inspection, or the City will complete and bill back to Tenant. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of the Term.

Section 6.05 Holding Over. If Tenant retains possession of the Leased Premises or any part thereof after the termination of this Agreement, Tenant shall, from that day forward, be a tenant from month to month and Tenant shall pay the City rent at one hundred and fifty percent (150%) of the monthly rate in effect immediately prior to the termination of this Agreement for the time Tenant remains in possession. No acceptance of rent by, or other act or statement whatsoever on the part of the City, or its agent, or employee, in the absence of a writing signed by the City, shall be construed as an extension or as a consent for further occupancy. Tenant shall indemnify and pay the City for all documented damages consequential as well as direct, sustained by reason of Tenant's retention of possession, including without limitation the value loss of any approved subsequent tenant for any portion of the Leased Premises. The provisions of this Section do not exclude pursuit of the City's right of re-entry or any other right under this Agreement. Should the City send a notice to vacate to Tenant during any such holdover, Tenant shall vacate the Leased Premises within ten (10) days of receipt of the notice.

ARTICLE VII
TERMINATION

Section 7.01 Termination. This Agreement may be terminated (i) upon the occurrence of an Event of Default, as provided in Article VII, or (ii) as otherwise expressly provided in this Agreement.

Section 7.02 Termination for Safety/Regulatory Reasons. Notwithstanding any other provision of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, if reasonably necessary to protect the safety of persons or property, respond to an emergency condition, maintain compliance with applicable law or Federal Aviation Administration requirements, or ensure the safe and efficient operation of the Airport.

Section 7.03 Surrender of Premises. Upon expiration or earlier termination of this Agreement for any reason, Tenant shall promptly surrender the Leased Premises to the City in the condition required under this Agreement, ordinary wear and tear and casualty not caused by Tenant excepted, and shall remove all personal property and equipment, except as otherwise directed by the City. If Tenant fails to do so, the City may, upon reasonable notice (or without notice in the case of a safety or operational concern), enter the Leased Premises and remove, store, or dispose

of such property at Tenant's sole risk and expense, without liability to the City except for gross negligence or willful misconduct.

Section 7.04 Survival. Expiration or termination of this Agreement shall not relieve Tenant of any obligations accrued prior thereto, including payment of rent and other amounts due, indemnification obligations, insurance obligations, and any responsibilities relating to the condition or surrender of the Leased Premises.

Section 7.05 No Compensation. Except as expressly provided in this Agreement, Tenant shall not be entitled to any compensation, reimbursement, or damages arising from the expiration or termination of this Agreement, including loss of business, relocation costs, or loss of use of the Leased Premises.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01 Rules and Regulations. Tenant's use of the Leased Premises shall be subject to any Rules and Regulations adopted by the City or Airport Director, so long as said rules and regulations do not abridge, restrict or eliminate Tenant's rights under this Commercial Use Permit and Lease Agreement. At the City's sole option, the City shall have the right to modify and/or rescind the rules and regulations so long as said modifications or recission of the rules do not abridge, restrict or eliminate Tenant's rights under the Commercial Use Permit and Lease Agreement. Tenant's use of the Leased Premises is subordinate to the safe and efficient operation of the Airport and the Airport Director's operational directives.

Section 8.02 Noise and Nuisances. Tenant shall not use or permit the Leased Premises to be used in any manner that creates a public or private nuisance in violation of applicable federal, state, or local laws or regulations. Notwithstanding the foregoing, Tenant acknowledges that the Airport is an active aviation facility, and noise, vibration, fumes, odors, propwash, jet blast, and similar effects are inherent in normal, lawful aviation operations. Such effects, when conducted in compliance with applicable laws, FAA regulations, and Airport rules and regulations, shall not constitute a nuisance under this Agreement. Tenant shall conduct its operations in a commercially reasonable manner so as to avoid unnecessary or unreasonable interference with other airport users or adjacent properties.

Section 8.03 Notice. Whenever any notice or payment is required under this Agreement to be made, given or transmitted to the Parties hereto, such notice or payment shall be deemed to have been given if enclosed in an envelope with sufficient postage attached, and sent by certified mail, to ensure delivery, and deposited in the United States mail addressed to:

City: Hickory Regional Airport
3103 9th Avenue Drive, NW
Hickory, NC 28601
Attn: Airport Director

Tenant: Bearonautics, LLC
PO Box 2127
Hickory, NC 28603
Attn: Jason Hughes

Section 8.04 Non-Discrimination. Tenant, for itself, its personal representatives, successors in interest and assign, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate this Agreement and reenter and repossess the Leased Premises and hold the same as if this Agreement had never been made. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise of expiration of appeal rights.

Section 8.05 NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel. Tenant warrants and certifies that it is not identified on the Final Divestment Lists created by the NC State Treasurer pursuant to N.C.G.S. 147 Articles 6e or 6g. Tenant further warrants and certifies it will not take any action during the term of this Agreement that would provide a basis for it to be placed upon the Final Divestment Lists nor will it utilize under this Agreement any subcontractor that is identified on the Final Divestment Lists. In signing this Agreement, Tenant further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Tenant appearing on the Final Divestment Lists.

Section 8.06 Governmental Immunity. Notwithstanding any other term or provision to the contrary, nothing in this Agreement shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the City under applicable law.

Section 8.07 E-Verify. To the extent required under applicable law, the Parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If the Parties utilize a subcontractor they shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Section 8.08 Governing Law; Enforcement. This Agreement shall be deemed to have been made and performed in North Carolina. All rights arising under this Agreement, and all disputes and controversies arising from or in connection with this Agreement, including but not limited to, enforcement of any term of condition of this Agreement, shall be governed by and determined in accordance with the laws of North Carolina only, and without regard for any choice of laws rules.

Section 8.09 Jurisdiction. Any actions to enforce this Agreement and all disputes between the Parties arising out of, connected with, related to, or incidental to the relationship established between the Parties in connection with this Agreement, whether arising in contract, statute, tort, equity, common law or otherwise, shall be resolved only by a state or federal court located in

Catawba County, North Carolina, and the Parties hereby consent and submit to the jurisdiction of such court.

Section 8.10 Binding Agreement. The Parties, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Tenant may not assign its interest or obligations under this Agreement without the written consent of the City, which consent may be withheld by the City its sole and absolute discretion, with or without reason.

Section 8.11 Subleasing. Tenant shall not assign this Agreement or sublease all or any portion of the Leased Premises without the prior written consent of the City. Such consent shall be granted or withheld by the Airport Director (or the Airport Director's authorized designee) in the Airport Director's sole and absolute discretion, which discretion may be exercised for any reason or for no reason, and without any obligation to provide notice of or explanation for such decision. Any attempted assignment or sublease without the City's prior written consent shall be void and shall constitute a material default under this Agreement.

Section 8.12 No Third Party Beneficiary. This Agreement is not intended to and does not confer any right, power, or benefit on any person other than the Parties and only the Parties may enforce, modify or terminate this Agreement as provided herein. There are no third-party beneficiaries to this Agreement.

Section 8.13 Force Majeure. No Party shall be responsible for any default, delay, or failure to perform if such default, delay, or failure to perform is due to causes beyond the Party's reasonable control, including, but not limited to, actions or inactions of governmental authorities, epidemics, wars, actions of malicious actors, embargoes, fires, hurricanes, unusual adverse weather, acts of God, or the default of a common carrier. In the event of a default, delay, or failure to perform due to causes beyond a Party's reasonable control, the Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance and to complete its performance in as timely a manner as is reasonably possible.

Section 8.14 Waiver. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy under this Agreement, shall not be construed as a waiver or relinquishment for the failure of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver of either Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the Party against whom the waiver is asserted.

Section 8.15 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 8.16 Consent; Approval. Except as provided otherwise herein, any consent or approval to be given hereunder shall not be effective unless the same shall be given in advance of the taking of the action for which consent or approval is requested and shall be in writing. Except as provided otherwise herein, any consent or approval requested of a Party may be withheld by that Party in its sole and absolute discretion.

Section 8.17 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute

one and the same instrument. Either Party may provide a facsimile or electronic signature of its execution of this Agreement and the other Party shall accept the same as an original.

Section 8.18 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. The Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing signed by the Parties hereto. The Agreement shall be construed without regard to the identity of the drafter and therefore shall not be construed against the drafting Party. The paragraph headings in the Agreement shall not bear independent meaning and shall be disregarded in the construction of any provision, term, or condition of the Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, this Agreement is executed and delivered this the _____ day of _____, 2026.

CITY OF HICKORY

_____
By: Warren Wood
Its: City Manager

Attest: _____
Debbie Miller, City Clerk

This Agreement has been pre-audited pursuant to North Carolina General Statute§ 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

_____
Kari Dunlap, Finance Director

Approved as to form on behalf of the City of Hickory this ____ day of _____, 2026.

_____
Timothy D. Swanson, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____ County, State of North Carolina, do hereby certify that Debbie Miller personally came before me this day and acknowledged that she is the City Clerk for 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, Warren Wood, sealed with its corporate seal, and attested by her as its City Clerk.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2026.

_____
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____.

583465.4

IN WITNESS WHEREOF, this Agreement is executed and delivered this the 17 day of July, 2026.

BEARONAUTICS, LLC,
a North Carolina limited liability company

By: Jason Hughes
Its: Founder

Exhibit A

Leased Premises

HICKORY REGINAL AIRPORT

Final Audit Report 2026-07-17

Created:	2026-07-17
By:	Shelly Campbell (scampbell@hickorync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMPxZqYjvNLbN-93eH5xqhL-1UgHdk8rr

"HICKORY REGINAL AIRPORT" History

Document created by Shelly Campbell (scampbell@hickorync.gov)
2026-07-17 - 11:30:42 AM GMT

Document emailed to Jason Hughes (wk@skie.net) for signature
2026-07-17 - 11:30:47 AM GMT

Email viewed by Jason Hughes (wk@skie.net)
2026-07-17 - 1:00:54 PM GMT

Document e-signed by Jason Hughes (wk@skie.net)
Signature Date: 2026-07-17 - 1:03:21 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-17 - 1:03:21 PM GMT

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Chad Hunsucker, Airport Director

Contact Person: *Chad Hunsucker*

Date: August 17, 2026

Re: Acceptance of North Carolina Department of Transportation Grant 36237.66.11.1 in the amount of $230,464 for Terminal Apron Rehab Design. AIG funds have been allocated under the State Block Grant Program.

REQUEST

Request City Council to accept Grant 36237.66.11.1 State Aid Funds awarded by the NC Department of Transportation (NCDOT) in the amount of $230,464 with the Local Match of $12,130 for Terminal Apron Rehab at Hickory Regional Airport.

BACKGROUND

The NCDOT by letter dated August 11, 2026 has allocated State Aid Funds via Grant 36237.66.11.1 with the State share of $230,464 and a Local Match of $12,130. Total project cost is $242,594.

The NCDOT's published 2022 Airport Pavement Management System Update for Hickory Regional Airport indicates the projected 2026 pavement classification index (PCI) for the Terminal Apron is 51 (Poor), Taxiway A2 20 is a 50 (Poor), and Taxiway A2 30 is a 79 (Satisfactory). Due to the pavement condition of these areas, this project will include the design phase for rehabilitation of the associated pavements. The rehabilitation project will include the rehabilitation of asphalt on the apron, fillet widening of the lead-in taxi lane, as well as the installation of new pavement markings to conform with FAA standards.

ANALYSIS

This grant will assist in the continuation of the airfield improvement program as recommended by the Airport's Task Force.

RECOMMENDATION

Staff recommends acceptance of Grant 36237.66.11.1 in the amount of $230,464 from the NCDOT. The local share of $12,130 will be funded by utilizing Airport Capital Funds.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Chad Hunsucker Initiating Department Head	08/17/26 Date	Asst. City Manager Yaidee Fox	8/21/26 Date
Asst. City Manager Rodney Miller	8/21/26 Date	Asst. City Manager, ~~R. Beasley~~ S.M.iller	8-21-26 Date
Finance Officer, Kari Dunlap	8/24/26 Date	Deputy Finance Officer, Cameron McHargue	8-25-26 Date

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

City Manager, W. Wood

8.25.26
Date

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

DANIEL H. JOHNSON
SECRETARY

08/11/2026

The Honorable Hank Guess, Mayor
City of Hickory
P.O. Box 398
Hickory, NC 28603

RE: NOTIFICATION OF AWARD

Dear Mr. Guess:

On behalf of N.C. Governor Josh Stein, Transportation Secretary Daniel H. Johnson, and the NC Board of Transportation, please be advised that Airport Infrastructure Grant (AIG) funds have been allocated under the State Block Grant Program for Federal Fiscal Year (FFY) 2026 for **Hickory Regional Airport**.

Furthermore, all final billing of funds must be completed by May 1, 2030, unless otherwise approved in writing by the Division of Aviation. The Division of Aviation will remove any unexpended funds from the project grant at that time.

The specific work elements and funding allocation is noted below:

Award ID	Description	AIG Funds	Local Funds
36237.66.11.1	Terminal Apron Rehab (DES)	$230,464	$12,130

Upon receipt of this award letter, the Division of Aviation requires that you submit a Request for Aid within 120 days of receipt. Please visit the NCDOT Connect website for links to detailed grant and development resources.

The Division of Aviation, as a programmatic and financial partner in this project, also appreciates the opportunity to attend and/or participate in all public engagements related to this project, including any groundbreakings or other announcement events.

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system, and we are excited to partner with you on this grant.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Website: ncdot.gov/aviation

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Sincerely,

Signed by:
Nick Short
9C4D45D8B7704C2...

Nick Short, P.E., P.L.S.
Director of Aviation

NAS/ah

cc: Warren Wood, City Manager, City of Hickory
Chad Hunsucker, Airport Director, Hickory Regional Airport
Tom DeAveiro, P.E., Airport Project Manager, NCDOT

5

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Chad Hunsucker, Airport Director

Contact Person: *Chad Hunsucker*

Date: August 17, 2026

Re: Acceptance of North Carolina Department of Transportation Grant 36237.66.11.2 in the amount of $615,452 for West & South Apron Rehabilitation and North Apron Expansion Design Grant. AIG funds have been allocated under the State Block Grant Program.

REQUEST

Request City Council to accept Grant 36237.66.11.2 State Aid Funds awarded by the NC Department of Transportation (NCDOT) in the amount of $615,452 with the Local Match of $32,393 for West & South Apron Rehabilitation and North Apron Expansion Design Grant.

BACKGROUND

The NCDOT by letter dated August 11, 2026 has allocated State Aid Funds via Grant 36237.66.1121 with the State share of $615,452 and a Local Match of $32,393. Total project cost is $647,845.

The NCDOT's published 2022 Airport Pavement Management System Update for Hickory Regional Airport indicates the projected 2026 pavement classification index (PCI) for West Apron is 19 (Serious). Due to the pavement condition of this area, this project will include the design phase for rehabilitation of the associated pavements. The project also includes the design phase for expansion of the North Apron. The expansion will provide additional apron space to support growing demand, improve aircraft circulation, and enhance safety during peak operations.

ANALYSIS

This grant will assist in the continuation of the airfield improvement program as recommended by the Airport's Task Force.

RECOMMENDATION

Staff recommends acceptance of Grant 36237.66.11.2 in the amount of $615,452 from the NCDOT. The local share of $32,393 will be funded by utilizing Airport Capital Funds.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☐

LIST THE EXPENDITURE CODE:

Reviewed by:

Chad Hunsucker Initiating Department Head	08/17/26 Date	Asst. City Manager Yaldee Fox	8/21/26 Date
Asst. City Manager Rodney Miller	8/21/26 Date	Asst. City Manager, R. Beasley	8-21-26 Date
Finance Officer, Kari Dunlap	8/24/26 Date	Deputy Finance Officer, Cameron McHargue	8-25-26 Date

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

City Manager, W. Wood

8.25.26

Date

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

DANIEL H. JOHNSON
SECRETARY

08/11/2026

The Honorable Hank Guess, Mayor
City of Hickory
P.O. Box 398
Hickory, NC 28603

RE: NOTIFICATION OF AWARD

Dear Mr. Guess:

On behalf of N.C. Governor Josh Stein, Transportation Secretary Daniel H. Johnson, and the NC Board of Transportation, please be advised that Airport Infrastructure Grant (AIG) funds have been allocated under the State Block Grant Program for Federal Fiscal Year (FFY) 2026 for **Hickory Regional Airport.**

Furthermore, all final billing of funds must be completed by May 1, 2030, unless otherwise approved in writing by the Division of Aviation. The Division of Aviation will remove any unexpended funds from the project grant at that time.

The specific work elements and funding allocation is noted below:

Award ID	Description	AIG Funds	Local Funds
36237.66.11.2	West and South Apron Rehabilitation and North Apron Expansion (DES/BID)	$615,452	$32,393

Upon receipt of this award letter, the Division of Aviation requires that you submit a Request for Aid within 120 days of receipt. Please visit the NCDOT Connect website for links to detailed grant and development resources.

The Division of Aviation, as a programmatic and financial partner in this project, also appreciates the opportunity to attend and/or participate in all public engagements related to this project, including any groundbreakings or other announcement events.

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system, and we are excited to partner with you on this grant.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Website: ncdot.gov/aviation

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Sincerely,

Signed by:
Nick Short
9C4D45D897794C2...

Nick Short, P.E., P.L.S.
Director of Aviation

NAS/ah

cc: Warren Wood, City Manager, City of Hickory
Chad Hunsucker, Airport Director, Hickory Regional Airport
Tom DeAveiro, P.E., Airport Project Manager, NCDOT

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: ***Chad Hunsucker***

Contact Person: Chad Hunsucker

Date: **August 20, 2026**

Re: Request execution of Construction Contract Agreement with J.T. Russell & Sons, Inc., in the amount of $511,975 for Runway 24 EMAS "Schedule II" project.

REQUEST

Request City Council to enter into construction contract agreement with J.T. Russell & Sons, Inc., for the Runway 24 EMAS "Schedule II" project.

BACKGROUND

The Federal Aviation Administration (FAA) determined during an airport safety inspection that the runway safety area for Runway 24 was not within regulation. The runway safety area for Hickory Regional Airport is required to be 400 ft wide, extending out to at least 1,000 ft. The Runway 24 safety area is only 700 ft long due to surrounding topography. By installing an Engineered Material Arresting System (EMAS), the safety area will meet regulatory requirements by having a system in place in the event of an aircraft runway excursion.

ANALYSIS

The total contract with J.T. Russell & Sons Inc. will be $511,975 which will include grading, EMAS bed prep and 198 feet of shoulder strength pavement at the approach end of Runway 24 as well as demo and removal of existing MALSR associated electrical infrastructure.

RECOMMENDATION

Staff recommends execution of the aforementioned contract with J.T. Russell & Sons, Inc. in the amount of $511,9755. This portion of the project will be funded by using leftover funds from the Aviation Walk project.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☒	☐

LIST THE EXPENDITURE CODE: 68500-573802

Reviewed by:

Chad Hunsucker Initiating Department Head	08/20/26 Date	Asst. City Manager Yaidee Fox	8/24/26 Date
Asst. City Manager Rodney Miller	8/21/26 Date	Asst. City Manager, R. Beasley	8-21-26 Date
Finance Officer, Kari Dunlap	8/24/26 Date	Deputy Finance Officer, Cameron McHargue	8-25-26 Date

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

City Manager, W. Wood

8.25.26
Date

CONTRACT

This AGREEMENT, made and entered into this ____ day of _____, 20___, by and between **The City of Hickory,** hereinafter called the OWNER, and **J.T. Russell & Sons, Inc.**, hereinafter called the Contractor.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the OWNER, for the construction of work performed, agrees that:

1. **Scope of Work:**

The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

RUNWAY 24 EMAS – SCHEDULE II
HICKORY REGIONAL AIRPORT
HICKORY, NORTH CAROLINA

Specifications and Contract Documents:

a. Project Plans prepared by Talbert, Bright & Ellington, LLC. dated May 2025
b. Instructions to Bidders
c. General Conditions, including any Supplementary General Conditions
d. Project Special Provisions
e. Technical Provisions (Construction Details)
f. Proposal for Schedule II Accepted as modified in the amount of $511,975.00
g. Performance and Payment Bond
h. Addendum No. 1 - 3
I. Contract Modifications

SCHEDULE II PROPOSAL:	$ $3,336,549.10
TOTAL ADDITIONS:	$
TOTAL DEDUCTIONS:	$ $2,824,574.10
CURRENT CONTRACT AMOUNT:	$ $511,975.00

1. The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.

2. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.

3. The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.

4. The OWNER shall make partial payments to the Contractor on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor within twenty (20) calendar days after receipt of a correct payment request, less five percent (5%) of the amount of such estimate which is to be retained by the OWNER until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the OWNER.

5. Neither final payment nor any remaining retained percentage shall become due *until thirty (30) days* after all the following have occurred:

   a. The Contractor completes all work covered by this Contract;

   b. The OWNER accepts such work; and

   c. The Contractor submits to the OWNER evidence satisfactory to the OWNER that all payrolls, bills for materials and equipment, and other indebtedness/costs connected with the construction have been paid or otherwise satisfied. OWNER may require other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the OWNER. If a Subcontractor refuses to furnish a release or waiver required by the OWNER, the Contractor may furnish a bond satisfactory to the OWNER to indemnify the OWNER against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the OWNER all money that the OWNER may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

   d. The Contractor submits to OWNER a certificate evidencing that insurance *required by the Contract Documents* is to remain in full force and effect, and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the OWNER;

   e. The Contractor submits a written statement that the Contractor knows of no

substantial reason that the insurance will not be renewable to cover the period *required by the Contract Documents*; and

f. The surety, if any, consents to final payment.

6. It is further mutually agreed between the Contractor and the OWNER hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the Contractor shall, at its expense, within five days after the receipt of notice from the OWNER to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the OWNER.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

SIGNATURE SHEET

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal (or) has caused this contract to be signed in its corporate name and its Corporate Seal affixed and attested by its Secretary and by authority of its Board of Directors duly given, and the City, acting through its City Council has caused this contract to be executed in the name of the City of Hickory by its City Manager, and attested by the City Clerk of said city, and the Corporate Seal of the City of Hickory to be hereto affixed.

THIS AGREEMENT, entered into as of the day and year first written above.

CONTRACTOR:

J.T. Russell & Sons, Inc.
(Name of Corporation)

Raymond Russell 7-10-26
Signature and Title *Date*
(Must be President ~~or Vice President~~)

ATTEST:

Secretary 7/7/2026
Signature and Title *Date*
(Must be Secretary ~~or Assistant Secretary~~)

(CORPORATE SEAL)

J.T. RUSSELL AND SONS, INC. CORPORATE SEAL 1966 NORTH CAROLINA

OWNER:
City of Hickory

ATTEST:

By:_____
Warren Wood, City Manager *Date*

_____
Debbie Miller, City Clerk *Date*

CERTIFICATION OF PAYMENTS

I hereby certify that I am the legal and duly appointed Financial Officer for the owner of this project and that provision for payment of the moneys to fall due under this agreement have been made by appropriation duly made by Bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

Kari Dunlap 8/24/26
Kari Dunlap, Director of Finance *Date*

Executed in triplicate.

PERFORMANCE BOND
100% of the Contract Amount

Bond Number PB00155802843

KNOW ALL MEN BY THESE PRESENT: that

J.T. RUSSELL & SONS, INC.
221 SNUGGS ST.
ALBERMALE, NC 28001

as Principal, hereinafter called Contractor and Philadelphia Indemnity Insurance Company a corporation duly organized under the laws of the State of Pennsylvania as Surety, hereinafter called Surety, are held firmly bound unto:

CITY OF HICKORY
76 N. CENTER ST.
HICKORY, NORTH CAROLINA

hereinafter called OWNER, in the amount of *Five Hundred Eleven Thousand, Nine Hundred Seventy-Five Dollars and Zero Cents ($511,975.00)* for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement dated February 24, 2026 entered into a Contract with OWNER for the **RUNWAY 24 EMAS – SCHEDULE II** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, LLC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

Signed and sealed this 14 day of August, 2024.

BY: _____

J. T. Russell & Sons, Inc.
Contractor

Nikki R. Hinson
Name

Secretary
Title

(Seal)

BY: _____

Philadelphia Indemnity Insurance Company ~~Principal~~
Surety

Heather Segrist
Name (Seal)

Attorney-In-Fact
Title

WITNESS:

_____

WITNESS:

_____

BY:

_____ (Signature)
Licensed Resident Agent

Christina Worrells (Typed)
Licensed Resident Agent

4309 Emperor Blvd., Suite 300 (Street Address)

Durham, NC 27703 (City / State / Zip Code)

(919) 281-4500 (Telephone Number)

Bond Number PB00155802843

LABOR AND MATERIAL PAYMENT BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

J.T. RUSSELL & SONS, INC.
221 SNUGGS ST.
ALBERMALE, NC 28001

as Principal, hereinafter called Principal, and Philadelphia Indemnity Insurance Company, a corporation duly organized under the laws of the State of Pennsylvania as Surety, hereinafter called Surety, are held firmly bound unto:

CITY OF HICKORY
76 N. CENTER ST.
HICKORY, NORTH CAROLINA

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinbelow defined, in the amount of *Five Hundred Eleven Thousand, Nine Hundred Seventy-Five Dollars and Zero Cents ($511,975.00)* for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS,

Principal has by written agreement dated February 24, 2020 entered into a contract with OWNER for **RUNWAY 24 EMAS – SCHEDLUE II** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, LLC.
3525 WHITEHALL PARK DRVIE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of

water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.

   b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 14 day of August, 2024.

BY: _____

J. T. Russell & Sons, Inc.

Contractor

Nikki R. Hinson

Name

Secretary

Title

(Seal)

BY: _____

Philadelphia Indemnity Insurance Company

Principal

Surety

Heather Segrist

Name (Seal)

Attorney-In-Fact

Title

WITNESS:

_____

WITNESS:

_____

BY:

_____ *(Signature)*

Licensed Resident Agent

Christina Worrells *(Typed)*

Licensed Resident Agent

4309 Emperor Blvd., Suite 300 *(Street Address)*

Durham, NC 27703 *(City / State / Zip Code)*

(919) 281-4500 *(Telephone Number)*

Surety Bond Number: PB00155802843
Principal: J. T. Russell & Sons, Inc.
Obligee: City of Hickory

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Heather Segrist its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $ 75,000,000.00 .

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1195866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of August, 2026 .

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: ***Chad Hunsucker***

Contact Person: Chad Hunsucker

Date: **August 21, 2026**

Re: Request execution of Work Authorization (WA) with Talbert, Bright and Ellington (TBE) for an amount not to exceed $1,461,128.53 for Runway 6 Avigation Easement Acquisition and obstruction removal preliminary design.

REQUEST

Request City Council to execute WA with TBE.

BACKGROUND

Airports that accept federal grants are required through grant assurances to keep runway protection zones (RPZ) clear of obstructions for safety of navigation. During an RPZ analysis, obstructions were identified within and beyond 3,000 feet of the runway 6 approach corridor that pose a hazard to air navigation.

ANALYSIS

The identified obstructions lie within 83 off-Airport properties. To remove the obstructions, avigation easements must be acquired. An avigation easement is a property right granted by a landowner to allow aircraft to operate over their land at low altitudes. It is also a legal right that allows for the removal of obstructions that hazard aircraft operations.

The avigation easement process includes acquiring air rights above the properties by offering a fair and reasonable fee to the landowners which is determined by an appraiser. Additionally, a public hearing will take place to provide affected landowners with amplifying information. The final stage of the project will be obstruction removal which will fall under a separate project and funding.

RECOMMENDATION

Request City Council to execute work authorization with TBE in an amount not to exceed $1,461,128.53. This WA will be funded utilizing a portion of the previously accepted $3,000,000 awarded by NCDOT.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☒	☐

LIST THE EXPENDITURE CODE: 0686500-570101

Reviewed by:

Chad Hunsucker Initiating Department Head	08/21/2026 Date	Asst. City Manager Yaidee Fox	8/24/26 Date
Asst. City Manager Rodney Miller	8/21/26 Date	Asst. City Manager, R. Beasley	8-21-26 Date
Finance Officer, Kari Dunlap	8/24/26 Date	Deputy Finance Officer, Cameron McHargue	8-25-26 Date

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

City Manager, W.Wood

8·25·26
Date

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

WORK AUTHORIZATION

ENGINEERING CONSULTING SERVICES BY:
TALBERT, BRIGHT & ELLINGTON, LLC

FOR:

RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN

AT:
HICKORY REGIONAL AIRPORT (HKY)

REFERENCING:
NCDOT-DOA #: 36244.33.18.2

TBE #315.0000015.021 (2709-2102)

DATE: August 19, 2026

I. PROJECT SUMMARY

The FAA Atlanta Flight Procedures Office (FPO) identified obstructions off the end of Runway 06 based on a previous Area Navigation Approach/Localizer Performance with Vertical Guidance (ANA/LPV) survey, which only identified the tallest trees in the approach and departure surfaces and included weeding out data for other adjacent trees that also likely penetrate these surfaces. These obstructions are impacting the existing approach procedures to Runway 06, as well as departure procedures for Runway 24; and have resulted in nighttime restrictions. The Proposed Action is to remove these off-airport obstructions within the approach and departure surfaces, in order to remove nighttime restrictions for Runway 06 and improve departure procedures for Runway 24.

The project would be the removal of penetrations or near penetrations within the 20:1 and 30:1 approach surfaces to Runway 06 and 40:1 departure surface for Runway 24.

This project will include the acquisition of avigation easements and/or total acquisition from 116 properties in the approach and departure surfaces to Runway 06 at the Hickory Regional Airport for the removal of obstructions (refer to Table 1).

The Airport Layout Plan (ALP) Update was completed and approved on May 25, 2022; however, proposed avigation easements are not included. A pen and ink change to the ALP plan set will be included as part of this project once the avigation easements have been acquired.

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
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Table 1
Parcels within Runway 06 Approach and Departure Surfaces with Obstructions
Hickory Regional Airport

Acquisition Phase	Parcel Number	Property Owner	Billing Address	Acreage	Funding Eligibility
1	2782698720	Steven David Childers	P.O. Box 4121, Hickory, NC 28603	0.64	NCDOT-DOA
1	2782699536	Maximum Investments, Inc.	1547 US Highway 70 SW, Hickory, NC 28602	0.48	NCDOT-DOA
1	2782790519	Maximum Investments, Inc.	1547 US Highway 70 SW, Hickory, NC 28602	0.48	NCDOT-DOA
1	2782791587	Jeffery Cline and Holli J. Marr	1225 12th Street Drive SW, Hickory NC 28602	0.66	NCDOT-DOA
1	2782791852	George Gibson and Margaret Gibson	235 38th Street NW, Hickory, NC 28601	1.18	NCDOT-DOA
1	2782792217	Juan Carlos Castrillon, Maria Fernanda Chavez	7423 Broken Oak Lane, Charlotte, NC 28226	0.13	NCDOT-DOA
1	2782792313	Casey L. Hefner and Husband, Shea A. Hefner	P.O. Box 219, Morganton, NC 28680	0.21	NCDOT-DOA
1	2782792400	Veronica Carbajal	305 Sandy Run, Knightdale, NC 27545	0.15	NCDOT-DOA
1	2782793345	Troy S. Fitch, Sr. and Blanch A. Fitch	3725 2nd Avenue NW, Hickory, NC 28601	0.51	NCDOT-DOA
1	2782793567	Carlos Castanenda	8870 Spring Meadow Drive, Hickory, NC 28601	0.38	NCDOT-DOA
1	2782793760	Gloria Belen Beltran Ramirez and Gerardo Ramos Montes	230 38th Street NW, Hickory, NC 28601	0.23	NCDOT-DOA
1	2782794375	Jacqueline Gene Fair	3715 2nd Avenue NW, Hickory, NC 28601	0.35	NCDOT-DOA
1	2782795831	Dennis E. Hefner and Gail H. Hefner	9420 Jacobs Fork River Road, Connelly Springs, NC 28612	0.52	NCDOT-DOA
1	2782797647	Panfilo Ramirez Hernandez	P.O. Box 1133, Glen Alpine, NC 28628	1.47	NCDOT-DOA
1	2782799637	Nextgen Investors Group, LLC	3658 2nd Avenue NW, Hickory, NC 28601	1.96	NCDOT-DOA
2	2782687961	Deborah D. Walker Motley	108 Cape Hickory Road, Hickory, NC 28601	0.79	NCDOT-DOA
2	2782694942	Scott S. Abernathy and Betty Abernathy	222 Cape Hickory Road, Hickory, NC 28601	0.92	NCDOT-DOA
2	2782695566	Steven David Childers	P.O. Box 4121, Hickory, NC 28603	0.61	NCDOT-DOA
2	2782696186	Oliva Garduno	9589 Mull Road, Vale, NC 28168	0.50	NCDOT-DOA
2	2782696273	Jeffrey Bumgarner, Janice R. Bumgarner	P.O. Box 753, Hildebran NC 28637	0.37	NCDOT-DOA
2	2.7827E+12	Steven David Childers	P.O. Box 4121, Hickory, NC 28603	0.78	NCDOT-DOA

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
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2	2782698026	Blia Yang	118 Cape Hickory Road, Hickory, NC 28601	1.24	NCDOT-DOA
2	2782698574	Maximum Investments, Inc.	1547 US Highway 70 SW, Hickory, NC 28602	1.19	NCDOT-DOA
2	2782699264	Robert G. Bradshaw	143 38th Street NW, Hickory NC 28601	0.71	NCDOT-DOA
2	2782699352	Charles Wayne Hilton and Carla Jean Hilton	153 38th Street NW, Hickory, NC 28601	0.66	NCDOT-DOA
2	2782790145	Allan C. Koehler and Anna L. Koehler	137 38th Street NW, Hickory, NC 28601	0.56	NCDOT-DOA
2	2783604521	Brandon L. Townsend	307 Pine Meadows Circle., Hickory, NC 28601	0.34	NCDOT-DOA
2	2783605318	Jeffery E. McCray	P.O. Box 9933, Alexandria, VA, 22304	1.82	NCDOT-DOA
2	2783606205	Ruby J. Winebarger	230 Cape Hickory Road, Hickory, NC 28601	3.83	NCDOT-DOA
2	2783608004	Scott S. Abernathy	222 Cape Hickory Road, Hickory, NC 28601	5.23	NCDOT-DOA
3	2782683873	Kevin E. Mackey and Joan B. Mackey	5637 July Street, Conover, NC 28613	1.31	NCDOT-DOA
3	2782683966	Jeanette B. Hollifield	P.O. Box 308, Icard, NC 28666	0.97	NCDOT-DOA
3	2782685725	New Testament Church	5481 Whitener Road, Hickory, NC 28602	0.37	NCDOT-DOA
3	2782691960	Jamie Stetler, Sara Stetler	223 Cape Hickory Road, Hickory, NC 28601	0.48	NCDOT-DOA
3	2782692157	Steven Almanza Mora	406 10th Avenue NE Conover, NC 28613	0.50	NCDOT-DOA
3	2782692703	Justin Ray Williams, Jennifer Leigh Williams	219 Cape Hickory Road, Longview, NC 28601	2.40	NCDOT-DOA
3	2782693248	Austin L Loyd	201 Cape Hickory Road, Hickory, NC 28601	0.50	NCDOT-DOA
3	2782693346	Jerry Michael Querry	203 Cape Hickory Road Hickory, NC 28601	0.61	NCDOT-DOA
3	2782693426	Melva Jean Letterman	209 Cape Hickory Road, Hickory, NC 28601	0.52	NCDOT-DOA
3	2782694036	Dale H. Smith, Tammy Kirby, and Wendy Smith	127 Cape Hickory Road, Hickory, NC 28602	0.35	NCDOT-DOA
3	2782694046	Tammy Kirby	127 Cape Hickory Road, Hickory, NC 28601	0.48	NCDOT-DOA
3	2782694109	Steven Almanza Mora	406 1-th Avenue NE, Conover, NC 28613	0.50	NCDOT-DOA
3	2783506028	Justin R. Austin and Miranda J. Austin	P.O. Box 307, Hildebran, NC, 28637	16.11	NCDOT-DOA
3	2783509279	Chad Lockee	303 Cape Hickory Road, Hickory, NC 28601	0.33	NCDOT-DOA

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
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Acquisition Phase	Parcel Number	Property Owner	Billing Address	Acreage	Funding Eligibility
3	2783600170	Jamie Stetler, Sara Stetler	223 Cape Hickory Road, Hickory, NC 28601	1.27	NCDOT-DOA
4	2782587298	James Wesley Saine	3207 Elsie Childers Street, Hildebran, NC 28637	2.31	FAA
4	2782588532	James Wesley Saine	3207 Elsie Childers Street, Hildebran, NC 28637	3.27	FAA
4	2782595164	ARMS Holdings, LLC	4705 1st Street NW Hickory, NC 28601	11.83	FAA
4	2782598173	ARMS Holdings, LLC	4705 1st Street NW Hickory, NC 28601	2.50	FAA
4	2782682362	Charlene E. Barnes, Adam K. McClamrock, and Catherine Snipes	224 41st Street NW, Hickory, NC 28601	1.39	FAA
4	2782682476	Adam Kimbrough Mcclamrock, Charlene Barnes Mcclamrock	2235 Horseshoe Acres Drive, Hudson, NC 28638	0.50	FAA
4	2782682790	Timothy Gilbert and Kathy O. Gilbert	101 Cape Hickory Road, Hickory, NC 28601	0.67	FAA
4	2782684440	David R. Morrison and Kathy N. Morrison	91 40Th Street N W, Hickory, NC 28601	0.01	NCDOT-DOA
4	2782684517	Anastasian Kay Dillard	97 40th Street NW, Hickory, NC 28601	$1.65	FAA
4	2782685310	Kevin Paul Brittain, Jacqueline Denise Smith	89 40th Street NW, Hickory, NC 28601	$0.38	FAA
4	2782685317	Kevin Paul Brittain, Jacqueline Denise Smith	89 40th Street NW, Hickory, NC 28601	0.40	NCDOT-DOA
4	2782685435	David R Morrison and Kathy N Morrison	91 40th Street NW, Hickory NC 28601	0.40	FAA
4	2782685637	Timothy Gilbert and Kathy O. Gilbert	101 Cape Hickory Road, Hickory, NC 28601	0.40	NCDOT-DOA
4	2782687787	Mayra De La Sancha Carbajal	2341 Liberty Church Road Hickory, NC 28601	0.58	NCDOT-DOA
4	2782690272	Darryl M Niehoff	P.O. Box 946, Conover, NC 28613	4.20	NCDOT-DOA
5	2782785929	William J. Bollinger	3710 1st Avenue NW, Hickory, NC 28601	0.55	NCDOT-DOA
5	2782792190	Edward E. Riendeau	124 38th Street NW, Hickory, NC 28601	0.73	NCDOT-DOA
5	2782792292	Veronica Carbajal	305 Sandy Run, Knightdale, NC 27545	0.50	NCDOT-DOA
5	2782795111	David L. Anderson and Audra B. Anderson	3167 Lindsay Meadows, Hickory, NC 28602	0.33	NCDOT-DOA
5	2782795128	Charles E. Evans and Diane P. Evans	119 37th Street NW, Hickory, NC 28601	0.36	NCDOT-DOA

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5	2782795226	Amanda Partin	127 37th Street NW, Hickory, NC 28601	0.35	NCDOT-DOA
5	2782795385	Harold Dena Lingafelt and Jo Ann Lingafelt	135 37th Street NW, Hickory, NC 28601	0.36	NCDOT-DOA
5	2782798317	Elizabeth Jones Walters	146 37th Street NW, Hickory, NC 28601	0.50	NCDOT-DOA
5	2782891672	Steve L. Lail and Rebecca L. Lail	125 36TH Street NW, Hickory, NC 28601	0.67	NCDOT-DOA
5	2782892997	Sherrie D. Hartsoe	3549 1st Avenue Cir. NW, Hickory, NC 28601	0.55	NCDOT-DOA
5	2782894609	Joseph Lanie, Julie Lanier	153 36th Street NW Hickory, NC 28601	1.00	NCDOT-DOA
5	2782891756	Steve Lee Lail	125 36th Street NW Hickory, NC 28601	0.84	NCDOT-DOA
5	2783804170	Paul Hughes Jr. and Belinda K. Hughes	3550 1st Avenue Cir. NW, Hickory, NC 28601	0.21	NCDOT-DOA
5	2783806494	Dianne T. Ward and Roland Dewey Wright III	3579 1st Avenue Cir. NW, Hickory, NC 28601	0.29	NCDOT-DOA
5	2783807477	Susan B. Wilson and John C. Barlow	3419 Texas Fish Camp Road, Connelly Springs, NC 28612	0.33	NCDOT-DOA
5	2783808540	Susan B. Wilson and John C. Barlow	3419 Texas Fish Camp Road, Connelly Springs, NC 28612	0.38	NCDOT-DOA
6	2782685213	Joel L. Lackey	P.O. Box 1341, Hildebran, NC 28637	$0.39	FAA
6	2782687423	David Lee Anderson	3167 Lindsay Meadows, Hickory, NC 28601	$0.23	NCDOT-DOA
6	2782687452	David L. Anderson and Audra B. Anderson	3167 Lindsay Meadows Hickory, NC 28601	$0.07	NCDOT-DOA
6	2782688373	Martin Bruce Jaimet	103 Galloway Street, AVON, IN 46123	$0.92	NCDOT-DOA
6	2782688400	David L. Anderson and Audra B. Anderson	3167 Lindsay Meadows Hickory, NC 28601	$0.31	NCDOT-DOA
6	2782689588	Patrick A. Smith	82 39th Street NW, Hickory, NC 28601	$0.34	NCDOT-DOA
6	2782689602	Dillon Thurston	3839 1st Avenue NW Hickory, NC 28601	$0.55	NCDOT-DOA
6	2782689801	Falls Industries Inc.	1036 37th Street SW, Hickory, NC 28602	$0.20	NCDOT-DOA
6	2782780555	Patrick A. Smith	82 39th Street NW, Hickory, NC 28601	$0.35	NCDOT-DOA
6	2782780806	Falls Industries, Inc.	1036 37th St SW, Hickory, NC 28602	$0.74	NCDOT-DOA

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
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6	2782781856	Shannon Lee McLaughlin	3752 Norman Road, Morganton, NC 28655	$0.30	NCDOT-DOA
6	2782781935	Savannah H. Gordon & Timothy J. Gordon	121 38th Street Northwest Hickory, 28601	$0.26	NCDOT-DOA
6	2782782626	Shelia Darlene Conklin	3809 1st Avenue NW, Hickory, NC 28601	$1.05	NCDOT-DOA
6	2782783935	William J. Bollinger	3710 1st Avenue NW, Hickory, NC 28601	$0.96	NCDOT-DOA
6	2782790065	Mary K Lewis	129 38th Street NW Hickory, NC 28601	$0.62	NCDOT-DOA
7	2782577345	Chai Lee Yang and Elizabeth	9596 Wilson Road, Hildebran, NC 28637	0.41	FAA
7	2782578283	Chai Ngo Yang & Sheila Kalia Yang	9614 Wilson Road, Hildebran, NC 28637	1.83	FAA
7	2782584531	Pamela W. Chapman	1941 Greenfield Street, Hildebran, NC 28637	0.36	FAA
7	2782587073	James Wesley Saine	3207 Elsie Childers Street, Hildebran, NC 28637	3.27	FAA
7	2782671517	Teresa G. Hamby	4026 Main Avenue Drive NW, Hickory, NC 28601	0.55	FAA
7	2782671751	Mearl E. Keller and Betty M. Keller	P.O. Box 1166, Hildebran, NC 28637	0.32	FAA
7	2782671853	Dean J. McIntosh	212 41st Street NW, Hickory, NC 28601	0.48	FAA
7	2782672547	Walter N. White and Barbara W. White	4020 Main Avenue Drive, Hickory, NC 28601	0.56	FAA
7	2782672799	Dean J. McIntosh Jr.	212 41st Street NW, Hickory, NC 28601	0.75	FAA
7	2782672936	Derek C. Cline and Mitzi Denee Cline	216 41st Street NW, Hickory, NC 28601	0.70	FAA
7	2782674886	Kristie Paul Weston	4060 Caitlins Way Hickory, NC 28601	0.36	FAA
7	2782674999	Calvin Hang	71 40th Street NW, Hickory, NC 28601	1.05	FAA
7	2782682046	Derek C. Cline and Mitzi O. Cline	P.O. Box 2672, Hickory, NC 28603	0.69	FAA
7	2782682156	Derek C. Cline and Mitzi O. Cline	P.O. Box 2672, Hickory, NC 28603	0.66	FAA
7	2782685104	Harry R. Smith and Diane B. Smith	P.O. Box 116, Hildebran, NC 28637	$0.53	FAA
8	2782487149	Duke Energy Corporation	P.O. Box 1007, Charlotte, NC 28201	10.80	FAA
8	2782582319	June Ramsey Cook and Michael Anthony Cook	9509 Rondel Childres Avenue, Hildebran, NC 28637	0.43	FAA

Table 1
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Hickory Regional Airport

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8	2782582520	Lisa Michelle W. Wingate	3155 Ronel Childres Street, Hildebran, NC 28637	0.36	FAA
8	2782582776	Michael John Heminway	3131 Ronel Childres Street, Hildebran, NC 28637	0.96	FAA
8	2782584751	Jason W. Middleton	1961 Greenfield Street, Hildebran, NC 28637	1.08	FAA
8	2782591606	Quince L. Spencer & Doren B. Spencer	3900 10th Avenue Drive SW Hickory, NC 28602	11.50	FAA
8	2783509678	David Willis and Teresa Willis	300 Cape Hickory Road, Hickory, NC 28602	1.75	NCDOT-DOA
8	2783601531	Montana Hall	103 Pine Meadows Circle, Hickory, NC 28601	0.29	NCDOT-DOA
8	2783601549	Christopher Gage Dubois and Mareca Rashell Lodge	105 Pine Meadows Circle, Hickory, NC 28601	0.29	NCDOT-DOA
8	2783601647	Melchisedec Riquelme Salgado and Nayeli C. Catalan	201 Pine Meadows Circle, Hickory, NC 28601	0.29	NCDOT-DOA

NOTE:

	FAA Eligible
	NCDOT-DOA Eligible

It is anticipated that this scope of work will be funded using State Aid and Federal funding (AIG and NPE).

CONSULTANT'S SCOPE OF WORK OVERVIEW

This Work Authorization presents Talbert, Bright & Ellington, LLC's (TBE) scope of services relating to several scoping items for Runway 06 Off-Airport Avigation Easements and Obstruction Removal Preliminary Design at HKY. These airport planning services will be performed in accordance with the Contract for Engineering, Planning, and Related Work dated July 31, 2023.

The scope of services for this work is outlined below as tasks of work.

The method of payment shall be in accordance with Section V – Payment of Services of the Contract for Engineering, Planning, and Related Work; Paragraphs A, B, and C of Section V – Payment of Services that are included in the Contract for Engineering, Planning, and Related Work, will also apply. The Runway 06 Off-Airport Avigation Easements and Obstruction Removal Preliminary Design shall be performed for a lump sum fee, including reimbursable expenses, of **$357,928.53**. Special Additional Services shall be performed as listed above and as shown in the man-hour summary with a budget of **$1,103,200.00**. The total value of this Work Authorization shall not exceed **$1,461,128.53** without additional authorization.

II. DESIGN CRITERIA AND REQUIREMENTS

- FAA Advisory Circular (AC) 150/5300-13B – Airport Design (March 31, 2022)
- FAA AC 150/5100-17 – Land Acquisition and Relocation Assistance for Jetport Improvement Program Assisted Projects (Change 6, November 7, 2005)
- FAA Order 5090.3 – Field Formulation of the National Plan of Integrated Airport Systems
- FAA Order 5100.38 – Airport Improvement Program Handbook

III. WORK TASKS

The following tasks are required to achieve the aforementioned output.

PRELIMINARY PROJECT SCOPING

Negotiation of the scope of services and budget for the Runway 06 Off-Airport Avigation Easements and Obstruction Removal Preliminary Design at the Hickory Regional Airport.

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination and consultation with the City of Hickory (City), in order to create a flow chart of activities and a milestone schedule. These two items will provide the City, North Carolina Department of Transportation, Division of Aviation (NCDOT-DOA), and TBE with a sequential scheme of events and the anticipated dates to achieve the project goals.

ASSUMPTIONS:

1. *For budgeting purposes, it was assumed that the project should take approximately 24 months for preparation of the Runway 06 Off-Airport Avigation Easements not including review by the City and NCDOT-DOA. This schedule is subject to change bosed on purchase negotiation timeframes.*

DELIVERABLES:

1. *A flow chart of activities and milestone schedule.*

WRITTEN REEVALUATION REQUEST

On October 19, 2020, the City of Hickory received a Finding of No Significant Impact (FONSI) for the Runway 06 Off-Airport Obstruction Removal. For that project, an Environmental Assessment (EA) was performed in accordance with the North Carolina Environmental Policy Act of l971, National Environmental Policy Act of 1969 (NEPA), FAA Order 1050.1G – *FAA National Environmental Policy Act Implementing Procedures* (June 30, 2025).

TBE would prepare a written reevaluation in accordance with Paragraph 9-2 of FAA Order 1050.1F for NCDOT-DOA concurrence.

DELIVERABLE

1. *A written reevaluation will be provided to the City and NCDOT-DOA for signature.*

EASEMENT ANALYSIS APPRAISAL

TBE would:

- Perform a preliminary easement analysis:
  - Determine the number of parcels affected by the need for obstruction removal
  - Analyze need for either avigation easement acquisition or fee simple acquisition

  - Determine whether any affected parcels have existing aviation easements
- Assist the City with the notification of affected property owners
- Coordinate completion of all appraisals and tasks notated in the AV-100 checklist (see Appendix A), including the completion of review appraisals by NCDOT
- Obtain avigation easements for the removal of obstructions to Runway 06

ASSUMPTIONS:

1. *This scope of services will include attendance of two (2) public information meetings at the start of the project. If attendance to additional public meetings is required, it will be performed as an amendment to this work authorization on an hourly basis and expense reimbursement in accordance with TBE hourly rates.*
2. *Because of the number of avigation easements required, TBE proposes to phase the process. Each phase will consist of 15 parcels and once these are complete, the CITY would begin the acquisition process, while the next phase of easement appraisals is performed.*

AIRPORT PROPERTY MAP UPDATE

Per the request of NCDOA, on May 17, 2024, modifications of the conditionally approved ALP will be performed to update the Airport Property Map with Avigation Easements information.

ASSUMPTIONS:

1. *All obstruction data included in the ALP Update plan set will be updated after obstructions have been removed.*
2. *No change to the runway threshold is anticipated with this project.*
3. *No pen and ink changes of the ALP will be required.*

SPECIAL SERVICES

Task 1 – Avigation Easement/Fee Simple Acquisition Appraisals (Cape Fear Real Estate Group) – Runway 06 End

Provide appraisals for each property based on the need for an aviation easement or fee simple property acquisition to establish the fair market value of the easements/properties to be acquired in conformance to applicable standards and FAA requirements.

Task 2 – Avigation Easement/Fee Simple Acquisition Review Appraisals (Hopkins Consulting and Review, LLC) – Runway 06 End

Provide review appraisals for each property based on the need for an aviation easement or fee simple property acquisition to establish the fair market value of the easements/properties to be

acquired in conformance to applicable standards and FAA requirements.

Task 3 – Avigation Easement Offers and Negotiations (DL Roberts and Associates, Inc.) – Runway 06 End

Provide avigation easement offers and negotiations for the City of Hickory.

PRELIMINARY SCHEDULE

TBE anticipates a 24-month project schedule to purchase the avigation easements, but this is subject to change based on State review and purchase negotiation timing. A critical time path report shall be developed prior to starting the project and will be updated on a monthly basis. If any delays are identified by TBE an action plan will be presented to reestablish the schedule.

The following sequence of events provides the framework for the Runway 06 avigation easement schedule:

- Rewritten Reevaluation
- Avigation Easements Appraisals

Note: This Work Authorization does not include performance of the Runway 06 aerial photography survey, obstruction tabulation and tagging, design, bidding, or construction phase services. Specifically for construction phase services, this Work Authorization does not include the pricing for construction contract administration, quality assurance testing, RPR services, as-built surveys, mitigation, and other construction related special services.

Note: This Work Authorization does not include preparing a DBE plan or goal. The DBE goal is to be prepared by the NCDOT Office of Civil Rights and provided by NCDOA as part of the future design phase. The goal provided will be included in the bid documents assembled during design. If the DBE goal is not met, good faith effort documentation will be provided by the lowest responsive bidder for review by the NCDOA and NCDOT Office of Civil Rights.

IV. PROJECT SCHEDULE

Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

V. GENERAL ASSUMPTIONS AND CLARIFICATIONS

It is assumed that this scope of work will follow standard FAA requirements with funding being provided by three (3) funding sources (State Aid, NPE, AIG). The approximate limits of the project are depicted on the enclosed exhibit of this Work Authorization. It is also assumed that no fee simple property acquisition will be required as part of this project. See Section "I" above for additional assumptions related to the proposed scope of services.

VI. OTHER

As part of the future design phase, the NCDOT-Division of Aviation shall provide confirmation on the applicable DBE construction goals that will be incorporated into the bidding documents based on the funding sources for the project.

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

VII. CONTACT/CLOSING

Agreed as to Scope of Services, Time Schedule, and Budget:

OWNER:
CITY OF HICKORY
76 North Center Street
Hickory, NC 28601
828-323-7408

ENGINEER:
TALBERT, BRIGHT & ELLINGTON, LLC
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070

BY:	BY:
TITLE:	TITLE:
DATE:	DATE:
WITNESS:	WITNESS:

PROJECT MANAGER
CONTACT INFORMATION:

Michael W. Player, P.E.
and Judy Elder
Talbert, Bright & Ellington, LLC
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273

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

City of Hickory
Finance Officer

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
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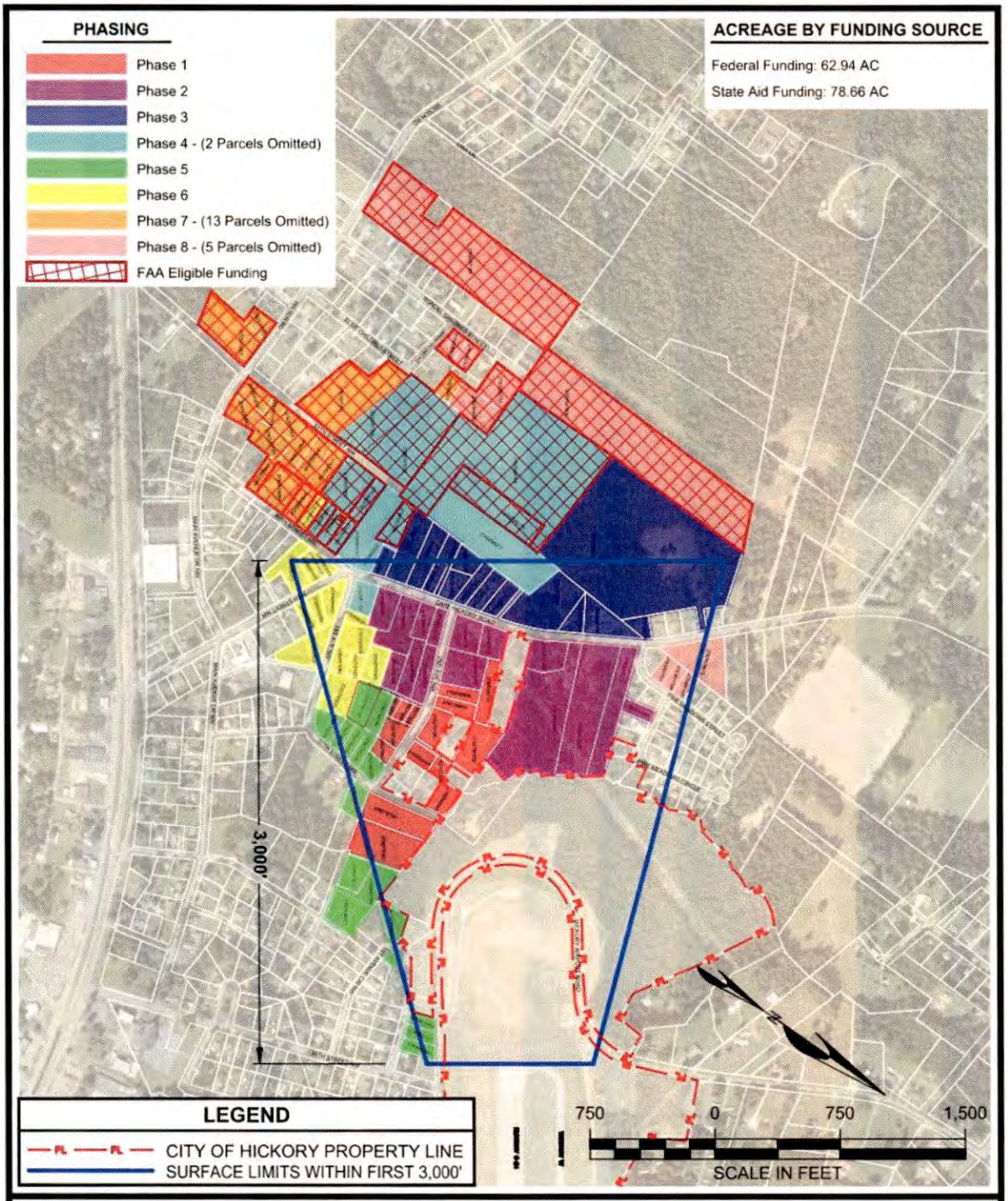

Hickory Regional Airport

Avigation Easement Acquisition Phasing - Based on NCDOT-DOA 3,000-Foot Distance from Existing Runway End for Obstruction Removal

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

APPENDIX A: DELIVERABLES

	COPIES
Written Reevaluation Request	2
Avigation Easement Appraisals	116
Avigation Easement Review Appraisals	116

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

AV-100 Project Development Checklist

Property Acquisition **WBS #:** **(Prior to reimbursement, documentation outlined below is required for each parcel)**	Grants Or APM	YES	NO	N/A
a) Property clearly delineated on Exhibit-A Property Inventory Map	APM			
b) Verify to Sponsor that the Uniform Act must be followed	APM			
c) Has DOA provided an award letter for this particular property?	APM			
d) Documentation of the Completed Environmental Due Diligence Audit (EDDA/Phase 1 EA)	APM			
e) NEPA requirements met and verified (Written Record, CATEX, EA, Etc.)	APM			
f) Copy of Property Survey and Plats for acquisition	APM			
g) Title search completed, ownership and encumbrances confirmed	APM			
h) Copy of Appraisal and Review Appraisal	APM			
i) Relocation Plan completed and notice of relocation eligibility provided (if applicable)	APM			
j) Copy of Written Offer of Just Compensation	APM			
k) Copy of negotiation documentation	APM			
l) Copy of Purchase Agreement	GRT			
m) Copy of Closing Statement	GRT			
n) Copy of Warranty Deed	GRT			
o) Documentation of Administrative Settlement with written justification and explanation (above FMV, or Condemnation, or Court Award)	GRT			
p) Documentation of NCDOT Concurrence of Contract Price – APM & ROW Recommendation	GRT			
q) Property Cleared for project use (if applicable)	APM			
r) Copy of updated Exhibit-A Property Inventory Map (coordinate with APM)	APM			
s) Utility Relocations have been considered and accounted for	APM			
t) Asbestos issues been considered and accounted for	APM			
u) Copy of Final Property Acquisition Cost Breakdown/Budget	GRT			

DOA Pre-Reimbursement Review of Property Acquisition Completed

Grants Initials & Date:

Airport Project Manager Initials & Date:

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
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MASTER AGREEMENT EXPIRATION: July 30, 2028

APPENDIX B: CONTRACT CHECKLIST FROM FAA ADVISORY CIRCULAR 15/5100-14E

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not intended to be all-inclusive, as each contract will vary based on the unique requirements of the project scope of services but should be reviewed by the consultant and sponsor to ensure the general intent and content of the scoping document are fully developed.

a. Effective date of contract.
b. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
c. Nature, extent, and character of the project, the location thereof, and the time limitations.
d. Services, including performance and delivery schedules, to be rendered by the consultant.
e. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
f. Delineation of the duties and responsibilities of the resident engineer/inspector.
F. Inclusion of mandatory contract provisions identified in paragraph 3-4 (of the Advisory Circular).
h. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
i. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
j. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
k. Provision for the termination of the consultant services before completion of work.
l. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
m. Provision for preparation of an Engineer's Design Report and Final Report.

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
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FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

APPENDIX C: BASIC SERVICES LUMP SUM FEE AND NOT TO EXCEED

TALBERT, BRIGHT & ELLINGTON, LLC	MAN-HOUR/FEE ESTIMATE SUMMARY PAGE HICKORY REGIONAL AIRPORT OFF-AIRPORT AVIGATION EASEMENTS	DIVISION OF AVIATION

GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected.

BASIC AND SPECIAL SERVICES: LABOR SUMMARY

MAJOR TASK:	MAJOR TASK DESCRIPTION:	COST:
TASK A - LABOR	(A-104) GRANT ADMINISTRATION ASSISTANCE PHASE	$14,230.01
TASK B - LABOR	(A-102) PRELIMINARY PROJECT SCOPING AND PROJECT MANAGEMENT	$96,462.31
TASK C - LABOR	(A-102) EA WRITTEN REEVALUATION	$21,785.39
TASK D - LABOR	(A-103) AVIGATION EASEMENT APPRAISALS (NCDOT-DOA ELIGIBLE - 84 PARCELS)	$125,512.05
TASK E - LABOR	(A-103) AVIGATION EASEMENT OFFERS (NCDOT-DOA ELIGIBLE - 84 PARCELS)	$87,363.68
TASK F - LABOR	(A-103) AVIGATION EASEMENT APPRAISALS (STIP ELIGIBLE - 12 PARCELS)	$37,773.09
TASK G - LABOR	(A-103) AVIGATION EASEMENT OFFERS (STIP ELIGIBLE - 12 PARCELS)	$24,056.22
TASK H - LABOR	(A-103) AVIGATION EASEMENT APPRAISALS (FAA ELIGIBLE 20 PARCELS)	$48,817.06
TASK I - LABOR	(A-103) AVIGATION EASEMENT OFFERS (FAA ELIGIBLE - 20 PARCELS)	$28,100.06
TASK J - LABOR		$0.00
TASK K - LABOR		$0.00
	SUBTOTAL LABOR:	$484,099.87

BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST

TASK A - EXPENSES	(A-104) GRANT ADMINISTRATION ASSISTANCE PHASE	$278.50
TASK B - EXPENSES	(A-102) PRELIMINARY PROJECT SCOPING AND PROJECT MANAGEMENT	$1,334.80
TASK C - EXPENSES	(A-102) EA WRITTEN REEVALUATION	$1,334.80
TASK D - EXPENSES	(A-103) AVIGATION EASEMENT APPRAISALS (NCDOT-DOA ELIGIBLE - 84 PARCELS)	$1,334.80
TASK E - EXPENSES	(A-103) AVIGATION EASEMENT OFFERS (NCDOT-DOA ELIGIBLE - 84 PARCELS)	$1,699.60
TASK F - EXPENSES	(A-103) AVIGATION EASEMENT APPRAISALS (STIP ELIGIBLE - 12 PARCELS)	$1,334.80
TASK G - EXPENSES	(A-103) AVIGATION EASEMENT OFFERS (STIP ELIGIBLE - 12 PARCELS)	$1,699.60
TASK H - EXPENSES	(A-103) AVIGATION EASEMENT APPRAISALS (FAA ELIGIBLE 20 PARCELS)	$1,334.80
TASK I - EXPENSES	(A-103) AVIGATION EASEMENT OFFERS (FAA ELIGIBLE - 20 PARCELS)	$1,699.60
TASK J - EXPENSES		$0.00
TASK K - EXPENSES		$0.00
	SUBTOTAL NON-SALARY DIRECT COSTS:	$12,049.30

SUBCONSULTANTS OR SUBCONTRACTORS

(A-103) AVIGATION EASEMENT APPRAISALS (NCDOT-DOA ELIGIBLE - 84 PARCELS)	PROVIDED BY: Cape Fear Real Estate Group, LLC	$419,000.00
(A-103) AVIGATION EASEMENT APPRAISALS (STIP ELIGIBLE - 12 PARCELS)	PROVIDED BY: Cape Fear Real Estate Group, LLC	$60,000.00
(A-103) AVIGATION EASEMENT APPRAISALS (FAA ELIGIBLE - 20 PARCELS)	PROVIDED BY: Cape Fear Real Estate Group, LLC	$100,000.00
(A-103) AVIGATION EASEMENT REVIEW APPRAISALS (NCDOT-DOA ELIGIBLE - 84 PARCELS)	PROVIDED BY: Hopkins Consulting and Review, LLC	$84,480.00
(A-103) AVIGATION EASEMENT REVIEW APPRAISALS (STIP ELIGIBLE - 12 PARCELS)	PROVIDED BY: Hopkins Consulting and Review, LLC	$12,480.00
(A-103) AVIGATION EASEMENT REVIEW APPRAISALS (FAA ELIGIBLE - 20 PARCELS)	PROVIDED BY: Hopkins Consulting and Review, LLC	$20,480.00
(A-103) AVIGATION EASEMENT OFFERS AND NEGOTIATIONS (NCDOT-DOA ELIGIBLE - 84 PARCELS)	PROVIDED BY: DL Ricketts and Associates, Inc.	$294,000.00
(A-103) AVIGATION EASEMENT OFFERS AND NEGOTIATIONS (STIP ELIGIBLE - 12 PARCELS)	PROVIDED BY: DL Ricketts and Associates, Inc.	$42,000.00
(A-103) AVIGATION EASEMENT OFFERS AND NEGOTIATIONS (FAA ELIGIBLE - 20 PARCELS)	PROVIDED BY: DL Ricketts and Associates, Inc.	$70,000.00
	PROVIDED BY:	
	SUBTOTAL OF SUBCONSULTANTS:	$1,103,200.00

TOTAL FEE:	$1,599,349.17

PREPARED BY:	MICHAEL W. PLAYER, P.E.	SPONSOR:	CHAD HUNSUCKER
TITLE:	PROJECT MANAGER	TITLE:	AIRPORT DIRECTOR
REPRESENTING:	TALBERT, BRIGHT & ELLINGTON, LLC	WBS NUMBER:	
DATE:	8/20/2026	SIGNATURE:	

TALBERT, BRIGHT & ELLINGTON, LLC

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
OFF-AIRPORT AVIGATION EASEMENTS

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 8/20/2026

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK A	(A-104) GRANT ADMINISTRATION ASSISTANCE PHASE	Project Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Project Manager Assistant 6	RPR	Total Hours Per Task	Total Task Cost
Task A.1	Review EBS Project Request Record. Review and Identify Funding Sources.		2	2								4	$ 376.00
Task A.2	Prepare General Request For Aid (RFA) Requirements as Required by FY 24 Transportation Reserve Directed Funds (TRDF) Grants for N.C. Public Airports (December 2023) to include all AV Forms, Conflict of Interest Policy Form, and Overdue Tax Statement from Sponsor. Coordinate Sponsor Approvals on Forms and communicate with Sponsor, NCDOA-APM, NCDOA-GA for EBS RFA Readiness. Create File to Track Approval Progress.											0	$ -
Task A.3	Finalize Budget and Sponsor Information in EBS for New RFA. Upload Scanned Documentation. Coordinate w/Sponsor for Submission of Application.											0	$ -
Task A.4	Monitor, Track and Communicate as Necessary with NCDOT-DOA & Sponsor as Grant Application Progresses Through EBS approval phases.											0	$ -
Task A.5	Provide Grant Administration Assistance Including Preparation of One (1) Reimbursement Claim in Accordance with FY 24 Transportation Reserve Directed Funds (TRDF) Grants for N.C. Public Airports (December 2023). Assist NCDOA-GA with Questions and Requests, etc.											0	$ -
Task A.6	Complete Quarterly Status Reports (Assume 12) in Accordance with AV-108 Directed Funding Checklist (June 2024)		6	12				24				42	$ 2,634.00
Task A.7	Project Specific Grant Closeout Coordination with Sponsor and NCDOT-DOA		2	4				4				10	$ 706.00
Task A.8												0	$ -
TOTAL MAN-HOURS		0	10	18	0	0	0	28	0	0	0	56	
RAW LABOR COSTS PER HOUR		$188.00	$109.00	$79.00	$72.00	$82.00	$57.00	$43.00	$55.00	$56.00	$60.00		
TOTAL LABOR FEES (Without Multiplier)		$0.00	$1,090.00	$1,422.00	$0.00	$0.00	$0.00	$1,204.00	$0.00	$0.00	$0.00		$ 3,716.00

TOTAL DIRECT LABOR COSTS:			$ 3,716.00
STATE AUDITED OVERHEAD RATES:		Apply Multiplier of:	3.4499
		Overhead Subtotal:	$ 12,819.83
PROFIT:	11.00%	Profit: +	$ 1,410.18
COST OF CAPITAL:	0.000%	Capital Costs: +	$ -
TOTAL LABOR COSTS THIS TASK			$ 14,230.01

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
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TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
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TALBERT, BRIGHT & ELLINGTON, LLC

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
OFF-AIRPORT AVIGATION EASEMENTS

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 5/12/2026

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK B	(A-102) PRELIMINARY PROJECT SCOPING AND PROJECT MANAGEMENT	Project Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Project Manager Assistant 6	RPR	Total Hours Per Task	Total Task Cost
Task B 1	Develop Project Scope/Contract		4	8			8					20	$ 1,524.00
Task B 2	RFP Coordination with Subconsultants		2	4			4					10	$ 762.00
Task B 3	Project Management		24	48			48			48		168	$ 11,832.00
Task B 4	Subconsultant Coordination		4	16			16					36	$ 2,612.00
Task B 5	Preparation for Public Information Meetings	2	6	6		4	4		4			26	$ 2,280.00
Task B 6	Public Information Meetings (Maximum 2)	12	12	12		12	12					60	$ 6,180.00
Task B 7												0	$ -
Task B 8												0	$ -
Task B 9												0	$ -
Task B 10												0	$ -
Task B 11												0	$ -
Task B 12												0	$ -
Task B 13												0	$ -
Task B 14												0	$ -
Task B 15												0	$ -
Task B 16												0	$ -
Task B 17												0	$ -
Task B 18												0	$ -
Task B 19												0	$ -
Task B 20												0	$ -
Task B 21												0	$ -
Task B 22												0	$ -
Task B 23												0	$ -
Task B 24												0	$ -
TOTAL MAN-HOURS		14	52	94	0	16	92	0	4	48	0	320	
RAW LABOR COSTS PER HOUR		$188.00	$109.00	$79.00	$72.00	$82.00	$57.00	$43.00	$55.00	$56.00	$60.00		
TOTAL LABOR FEES (Without Multiplier)		$2,632.00	$5,668.00	$7,426.00	$0.00	$1,312.00	$5,244.00	$0.00	$220.00	$2,688.00	$0.00		$ 25,190.00

TOTAL DIRECT LABOR COSTS: $ 25,190.00
STATE AUDITED OVERHEAD RATES: Apply Multiplier of: 3.4499
Overhead Subtotal: $ 86,902.98

PROFIT: 11.00% Profit: + $ 9,559.33
COST OF CAPITAL: 0.00% Capital Costs: + $ -

TOTAL LABOR COSTS THIS TASK $ 96,462.31

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
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TALBERT, BRIGHT & ELLINGTON, LLC

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
OFF-AIRPORT AVIGATION EASEMENTS

DIVISION OF AVIATION

DATE: 5/12/2026

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK C	(A-102) EA WRITTEN REEVALUATION	Project Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Project Manager Assistant 6	RPR	Total Hours Per Task	Total Task Cost
Task C.1	NC Clearing house Scoping Letter			1								1	$ 79.00
Task C.2	Coordination with NCDOT-DOA EPS regarding Document Layout			2								2	$ 158.00
Task C.3	Written Reevaluation DRAFT			16	20				4			40	$ 2,924.00
Task C.4	Written Reevaluation DRAFT FINAL			16								16	$ 1,264.00
Task C.5	Written Reevaluation FINAL			16								16	$ 1,264.00
Task C.6												0	$ -
Task C.7												0	$ -
Task C.8												0	$ -
Task C.9												0	$ -
Task C.10												0	$ -
Task C.11												0	$ -
Task C.12												0	$ -
Task C.13												0	$ -
Task C.14												0	$ -
Task C.15												0	$ -
Task C.16												0	$ -
Task C.17												0	$ -
Task C.18												0	$ -
Task C.19												0	$ -
Task C.20												0	$ -
Task C.21												0	$ -
Task C.22												0	$ -
Task C.23												0	$ -
Task C.24												0	$ -
TOTAL MAN-HOURS		0	0	51	20	0	0	0	4	0	0	75	
RAW LABOR COSTS PER HOUR		$188.00	$109.00	$79.00	$72.00	$82.00	$57.00	$43.00	$55.00	$98.00	$60.00		
TOTAL LABOR FEES (Without Multiplier)		$0.00	$0.00	$4,029.00	$1,440.00	$0.00	$0.00	$0.00	$220.00	$0.00	$0.00		$ 5,689.00

TOTAL DIRECT LABOR COSTS: $ 5,689.00
STATE AUDITED OVERHEAD RATES: Apply Multiplier of: 3.4493
Overhead Subtotal: $ 19,626.48
PROFIT: 11.00% Profit: + $ 2,158.91
COST OF CAPITAL: 0.00% Capital Costs: + $ -
TOTAL LABOR COSTS THIS TASK $ 21,785.39

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
OFF-AIRPORT AVIGATION EASEMENTS

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 5/12/2026

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK D	(A-103) AVIGATION EASEMENT APPRAISALS (NCDOT-DOA ELIGIBLE - 84 PARCELS)	Project Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Project Manager Assistant 6	RPR	Total Hours Per Task	Total Task Cost
Task D.1	Preliminary Easement Analysis		4	4			8					16	$ 1,208.00
Task D.2	Project Kick-Off Meeting		4	4			4					12	$ 980.00
Task D.3	City Assistance with Property Owner Notifications		8	20			20					48	$ 3,592.00
Task D.4	Coordinate Appraisals and Completion of AV-100 Checklist		56	112			112					280	$ 21,336.00
Task D.8												0	$ -
Task D.9			4	8			8					20	$ 1,524.00
Task D.10	Prepare Just Compensation Summary Sheet		8	24			24					56	$ 4,136.00
Task D.11	Coordination with City/Airport and NCDOT-DOA											0	$ -
Task D.12												0	$ -
Task D.13												0	$ -
Task D.14												0	$ -
Task D.15												0	$ -
Task D.16												0	$ -
Task D.17												0	$ -
Task D.18												0	$ -
Task D.19												0	$ -
Task D.20												0	$ -
Task D.21												0	$ -
Task D.22												0	$ -
Task D.23												0	$ -
TOTAL MAN-HOURS		0	84	172	0	0	176	0	0	0	0	432	
RAW LABOR COSTS PER HOUR		$148.00	$109.00	$79.00	$72.00	$82.00	$57.00	$43.00	$55.00	$56.00	$69.00		
TOTAL LABOR FEES (Without Multiplier)		$0.00	$9,156.00	$13,588.00	$0.00	$0.00	$10,032.00	$0.00	$0.00	$0.00	$0.00		$ 32,776.00

TOTAL DIRECT LABOR COSTS: $ 32,776.00
STATE AUDITED OVERHEAD RATES: Apply Multiplier of: 3.4499
Overhead Subtotal: $ 113,073.92

PROFIT: 11.00% Profit: + $ 12,438.13
COST OF CAPITAL: 0.00% Capital Costs: + $ -

TOTAL LABOR COSTS THIS TASK $ 125,512.05

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
OFF-AIRPORT AVIGATION
EASEMENTS

DIVISION OF AVIATION

DATE: 5/12/2026

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK E	(A-103) AVIGATION EASEMENT OFFERS (NCDOT-DOA ELIGIBLE - 84 PARCELS)	Project Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Project Manager Assistant 6	RPR	Total Hours Per Task	Total Task Cost
Task E.1	Assist in issuing Offer of Purchases		42	56			56					154	$ 12,194.00
Task E.2	Coordination with City / Airport and NCDOA		8	24			24					56	$ 4,136.00
Task E.3	Airport Property Map Update		8	20	56							84	$ 6,484.00
Task E.4												0	$ -
Task E.5												0	$ -
Task E.6												0	$ -
Task E.7												0	$ -
Task E.8												0	$ -
Task E.9												0	$ -
Task E.10												0	$ -
Task E.11												0	$ -
Task E.12												0	$ -
Task E.13												0	$ -
Task E.14												0	$ -
Task E.15												0	$ -
Task E.16												0	$ -
Task E.17												0	$ -
Task E.18												0	$ -
Task E.19												0	$ -
Task E.20												0	$ -
Task E.21												0	$ -
Task E.22												0	$ -
Task E.23												0	$ -
Task E.24												0	$ -
TOTAL MAN-HOURS		0	58	100	56	0	80	0	0	0	0	294	
RAW LABOR COSTS PER HOUR		$128.00	$109.00	$79.00	$72.00	$82.00	$57.00	$43.00	$55.00	$56.00	$60.00		
TOTAL LABOR FEES (Without Multiplier)		$0.00	$6,322.00	$7,900.00	$4,032.00	$0.00	$4,560.00	$0.00	$0.00	$0.00	$0.00		$ 22,814.00

TOTAL DIRECT LABOR COSTS: $ 22,814.00
STATE AUDITED OVERHEAD RATES: Apply Multiplier of: 3.4493
Overhead Subtotal: $ 78,706.02

PROFIT: 11.00% Profit: + $ 8,657.66
COST OF CAPITAL: 0.00% Capital Costs: + $ -

TOTAL LABOR COSTS THIS TASK $ 87,363.68

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
OFF-AIRPORT AVIGATION EASEMENTS

DIVISION OF AVIATION

DATE: 5/12/2026

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK F	(A-103) AVIGATION EASEMENT APPRAISALS (STIP ELIGIBLE - 12 PARCELS)	Project Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Project Manager Assistant 6	RPR	Total Hours Per Task	Total Task Cost
Task F.1	Preliminary Easement Analysis		4	4			8					16	$ 1,208.00
Task F.2	Project Kick-Off Meeting		4	4			4					12	$ 980.00
Task F.3	City Assistance with Property Owner Notifications		8	4			4					16	$ 1,416.00
Task F.4	Coordinate Appraisals and Completion of AV-100 Checklist		8	16			16					40	$ 3,048.00
Task F.5	Prepare Just Compensation Summary Sheet		4	8			8					20	$ 1,524.00
Task F.6	Coordination with City/Airport and NCDOT-DOA		8	6			6					20	$ 1,688.00
Task F.7												0	$ -
Task F.8												0	$ -
Task F.9												0	$ -
Task F.10												0	$ -
Task F.11												0	$ -
Task F.12												0	$ -
Task F.13												0	$ -
Task F.14												0	$ -
Task F.15												0	$ -
Task F.16												0	$ -
Task F.17												0	$ -
Task F.18												0	$ -
Task F.19												0	$ -
Task F.20												0	$ -
Task F.21												0	$ -
Task F.22												0	$ -
Task F.23												0	$ -
Task F.24												0	$ -
TOTAL MAN-HOURS		0	36	42	0	0	46	0	0	0	0	124	
RAW LABOR COSTS PER HOUR		$188.00	$109.00	$79.00	$72.00	$82.00	$57.00	$43.00	$55.00	$56.00	$60.00		
TOTAL LABOR FEES (Without Multiplier)		$0.00	$3,924.00	$3,318.00	$0.00	$0.00	$2,622.00	$0.00	$0.00	$0.00	$0.00		$ 9,864.00
TOTAL LABOR COSTS THIS TASK													$ 37,773.09

TOTAL DIRECT LABOR COSTS:			$ 9,864.00
STATE AUDITED OVERHEAD RATES:		Apply Multiplier of:	3.4409
		Overhead Subtotal:	$ 34,029.81
PROFIT:	11.00%	Profit: +	$ 3,743.28
COST OF CAPITAL:	0.00%	Capital Costs: +	$ -

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
OFF-AIRPORT AVIGATION EASEMENTS

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 9/12/2025

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK G	(A-103) AVIGATION EASEMENT OFFERS (STIP ELIGIBLE - 12 PARCELS)	Project Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Project Manager Assistant 6	RPR	Total Hours Per Task	Total Task Cost
Task G.1	Assist in Issuing Offer of Purchases		6	16			16					38	$ 2,830.00
Task G.2	Coordination with City / Airport and NCDOA		8	6			6					20	$ 1,688.00
Task G.3	Airport Property Map Update		8	4	8							20	$ 1,764.00
Task G.4												0	$ -
Task G.5												0	$ -
Task G.6												0	$ -
Task G.7												0	$ -
Task G.8												0	$ -
Task G.9												0	$ -
Task G.10												0	$ -
Task G.11												0	$ -
Task G.12												0	$ -
Task G.13												0	$ -
Task G.14												0	$ -
Task G.15												0	$ -
Task G.16												0	$ -
Task G.17												0	$ -
Task G.18												0	$ -
Task G.19												0	$ -
Task G.20												0	$ -
Task G.21												0	$ -
Task G.22												0	$ -
Task G.23												0	$ -
Task G.24												0	$ -
TOTAL MAN-HOURS		0	22	26	8	0	22	0	0	0	0	78	
RAW LABOR COSTS PER HOUR		$188.00	$109.00	$79.00	$72.00	$82.00	$57.00	$43.00	$55.00	$56.00	$66.00		
TOTAL LABOR FEES (Without Multiplier)		$0.00	$2,398.00	$2,054.00	$576.00	$0.00	$1,254.00	$0.00	$0.00	$0.00	$0.00		$ 6,282.00

TOTAL DIRECT LABOR COSTS:			$ 6,282.00
STATE AUDITED OVERHEAD RATES:		Apply Multiplier of:	3.4499
		Overhead Subtotal:	$ 21,672.27
PROFIT:	11.00%	Profit: +	$ 2,383.95
COST OF CAPITAL:	0.00%	Capital Costs: +	$ -
TOTAL LABOR COSTS THIS TASK			$ 24,056.22

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
OFF-AIRPORT AVIGATION EASEMENTS

DIVISION OF AVIATION

DATE: 5/12/2026

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK H	(A-103) AVIGATION EASEMENT APPRAISALS (FAA ELIGIBLE - 20 PARCELS)	Project Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Project Manager Assistant 6	RPR	Total Hours Per Task	Total Task Cost
Task H.1	Preliminary Easement Analysis		4	4			8					16	$ 1,208.00
Task H.2	Project Kick-Off Meeting		4	4			4					12	$ 980.00
Task H.3	City Assistance with Property Owner Notifications		8	8			8					24	$ 1,960.00
Task H.4	Coordinate Appraisals and Completion of AV-100 Checklist		12	28			28					68	$ 5,116.00
Task H.5	Prepare Just Compensation Summary Sheet		4	8			8					20	$ 1,524.00
Task H.6	Coordination with City/Airport and NCDOT-DOA		8	8			8					24	$ 1,960.00
Task H.7												0	$ -
Task H.8												0	$ -
Task H.9												0	$ -
Task H.10												0	$ -
Task H.11												0	$ -
Task H.12												0	$ -
Task H.13												0	$ -
Task H.14												0	$ -
Task H.15												0	$ -
Task H.16												0	$ -
Task H.17												0	$ -
Task H.18												0	$ -
Task H.19												0	$ -
Task H.20												0	$ -
Task H.21												0	$ -
Task H.22												0	$ -
Task H.23												0	$ -
Task H.24												0	$ -
TOTAL MAN-HOURS		0	40	60	0	0	64	0	0	0	0	164	
RAW LABOR COSTS PER HOUR		$185.00	$109.00	$79.00	$72.00	$32.00	$57.00	$43.00	$55.00	$50.00	$50.00		
TOTAL LABOR FEES (Without Multiplier)		$0.00	$4,360.00	$4,740.00	$0.00	$0.00	$3,648.00	$0.00	$0.00	$0.00	$0.00		$ 12,748.00

TOTAL DIRECT LABOR COSTS: $ 12,748.00
STATE AUDITED OVERHEAD RATES: Apply Multiplier of: 3.4499
Overhead Subtotal: $ 43,979.33

PROFIT: 11.00% Profit: + $ 4,837.73
COST OF CAPITAL: 0.00% Capital Costs: + $ -

TOTAL LABOR COSTS THIS TASK $ 48,817.06

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
OFF-AIRPORT AVIGATION EASEMENTS

DIVISION OF AVIATION

DATE: 5/12/2026

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK I	(A-103) AVIGATION EASEMENT OFFERS (FAA ELIGIBLE - 20 PARCELS)	Project Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Project Manager Assistant 6	RPR	Total Hours Per Task	Total Task Cost
Task I.1	Assist in Issuing Offer of Purchases		10	12			12					34	$ 2,722.00
Task I.2	Coordination with City / Airport and NCDOA		8	8			8					24	$ 1,960.00
Task I.3	Airport Property Map Update		8	8	16							32	$ 2,656.00
Task I.4												0	$ -
Task I.5												0	$ -
Task I.6												0	$ -
Task I.7												0	$ -
Task I.8												0	$ -
Task I.9												0	$ -
Task I.10												0	$ -
Task I.11												0	$ -
Task I.12												0	$ -
Task I.13												0	$ -
Task I.14												0	$ -
Task I.15												0	$ -
Task I.16												0	$ -
Task I.17												0	$ -
Task I.18												0	$ -
Task I.19												0	$ -
Task I.20												0	$ -
Task I.21												0	$ -
Task I.22												0	$ -
Task I.23												0	$ -
Task I.24												0	$ -
TOTAL MAN-HOURS		0	26	28	16	0	20	0	0	0	0	90	
RAW LABOR COSTS PER HOUR		$188.00	$109.00	$79.00	$72.00	$82.00	$57.00	$43.00	$55.00	$50.00	$60.00		
TOTAL LABOR FEES (Without Multiplier)		$0.00	$2,834.00	$2,212.00	$1,152.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00		$ 7,338.00

TOTAL DIRECT LABOR COSTS: $ 7,338.00
STATE AUDITED OVERHEAD RATES: Apply Multiplier of: 3.4499
Overhead Subtotal: $ 25,315.37

PROFIT: 11.00% Profit: + $ 2,784.69
COST OF CAPITAL: 0.00% Capital Costs: + $ -

TOTAL LABOR COSTS THIS TASK $ 28,100.06

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT OFF-AIRPORT AVIGATION EASEMENTS	DIVISION OF AVIATION

8/20/2026

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-104) GRANT ADMINISTRATION ASSISTANCE PHASE

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	0	Trip(s) in Sedan @	120	miles @	$0.760	$0.00
	0	Trip(s) in Carry-All @	0	miles @	$0.780	$0.00
Per Diem:	0	Breakfast		each	$10.60	$0.00
	0	Lunch		each	$14.00	$0.00
	0	Dinner		each	$24.40	$0.00
	0	Day		each	$49.00	$0.00
	0	Lodging		each	$100.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	250	8 1/2 x 11 B & W Copies		each	$0.14	$35.00
	100	11 x 17 B & W Copies		each	$0.34	$34.00
	150	8 1/2 x 11 Color Copies		each	$0.83	$124.50
	50	11 x 17 Color Copies		each	$1.66	$83.00
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	0	Express Shipping		each	$20.00	$0.00
	0	USPS Postage		each	$5.00	$0.00
					Subtotal	**$276.50**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$276.50**

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT OFF-AIRPORT AVIGATION EASEMENTS	DIVISION OF AVIATION

8/20/2026

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-102) PRELIMINARY PROJECT SCOPING AND PROJECT MANAGEMENT

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	4	Trip(s) in Sedan @	120	miles @	$0.760	$364.80
	0	Trip(s) in Carry-All @	0	miles @	$0.780	$0.00
Per Diem:	0	Breakfast		each	$10.60	$0.00
	0	Lunch		each	$14.00	$0.00
	0	Dinner		each	$24.40	$0.00
	0	Day		each	$49.00	$0.00
	0	Lodging		each	$100.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	1000	8 1/2 x 11 B & W Copies		each	$0.14	$140.00
	0	11 x 17 B & W Copies		each	$0.34	$0.00
	1000	8 1/2 x 11 Color Copies		each	$0.83	$830.00
	0	11 x 17 Color Copies		each	$1.66	$0.00
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	0	Express Shipping		each	$20.00	$0.00
	0	USPS Postage		each	$5.00	$0.00
					Subtotal	**$1,334.80**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$1,334.80**

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT OFF-AIRPORT AVIGATION EASEMENTS	DIVISION OF AVIATION

8/20/2026

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-102) EA WRITTEN REEVALUATION

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	4	Trip(s) in Sedan @	120	miles @	$0.760	$364.80
	0	Trip(s) in Carry-All @	0	miles @	$0.780	$0.00
Per Diem:	0	Breakfast		each	$10.60	$0.00
	0	Lunch		each	$14.00	$0.00
	0	Dinner		each	$24.40	$0.00
	0	Day		each	$49.00	$0.00
	0	Lodging		each	$100.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	1000	8 1/2 x 11 B & W Copies		each	$0.14	$140.00
	0	11 x 17 B & W Copies		each	$0.34	$0.00
	1000	8 1/2 x 11 Color Copies		each	$0.83	$830.00
	0	11 x 17 Color Copies		each	$1.66	$0.00
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	0	Express Shipping		each	$20.00	$0.00
	0	USPS Postage		each	$5.00	$0.00
					Subtotal	**$1,334.80**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$1,334.80**

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT OFF-AIRPORT AVIGATION EASEMENTS	DIVISION OF AVIATION

8/20/2026

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-103) AVIGATION EASEMENT APPRAISALS (NCDOT-DOA ELIGIBLE - 84 PARCELS)

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	4	Trip(s) in Sedan @	120	miles @	$0.760	$364.80
	0	Trip(s) in Carry-All @	0	miles @	$0.780	$0.00
Per Diem:	0	Breakfast		each	$10.60	$0.00
	0	Lunch		each	$14.00	$0.00
	0	Dinner		each	$24.40	$0.00
	0	Day		each	$49.00	$0.00
	0	Lodging		each	$100.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	1000	8 1/2 x 11 B & W Copies		each	$0.14	$140.00
	0	11 x 17 B & W Copies		each	$0.34	$0.00
	1000	8 1/2 x 11 Color Copies		each	$0.83	$830.00
	0	11 x 17 Color Copies		each	$1.66	$0.00
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	0	Express Shipping		each	$20.00	$0.00
	0	USPS Postage		each	$5.00	$0.00
					Subtotal	**$1,334.80**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$1,334.80**

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT OFF-AIRPORT AVIGATION EASEMENTS	DIVISION OF AVIATION

8/20/2026

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-103) AVIGATION EASEMENT OFFERS (NCDOT-DOA ELIGIBLE - 84 PARCELS)

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	8	Trip(s) in Sedan @	120	miles @	$0.760	$729.60
	0	Trip(s) in Carry-All @	0	miles @	$0.780	$0.00
Per Diem:	0	Breakfast		each	$10.60	$0.00
	0	Lunch		each	$14.00	$0.00
	0	Dinner		each	$24.40	$0.00
	0	Day		each	$49.00	$0.00
	0	Lodging		each	$100.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	1000	8 1/2 x 11 B & W Copies		each	$0.14	$140.00
	0	11 x 17 B & W Copies		each	$0.34	$0.00
	1000	8 1/2 x 11 Color Copies		each	$0.83	$830.00
	0	11 x 17 Color Copies		each	$1.66	$0.00
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	0	Express Shipping		each	$20.00	$0.00
	0	USPS Postage		each	$5.00	$0.00
					Subtotal	**$1,699.60**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$1,699.60**

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT OFF-AIRPORT AVIGATION EASEMENTS	DIVISION OF AVIATION

8/20/2026

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-103) AVIGATION EASEMENT APPRAISALS (STIP ELIGIBLE - 12 PARCELS)

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	4	Trip(s) in Sedan @	120	miles @	$0.760	$364.80
	0	Trip(s) in Carry-All @	0	miles @	$0.780	$0.00
Per Diem:	0	Breakfast		each	$10.60	$0.00
	0	Lunch		each	$14.00	$0.00
	0	Dinner		each	$24.40	$0.00
	0	Day		each	$49.00	$0.00
	0	Lodging		each	$100.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	1000	8 1/2 x 11 B & W Copies		each	$0.14	$140.00
	0	11 x 17 B & W Copies		each	$0.34	$0.00
	1000	8 1/2 x 11 Color Copies		each	$0.83	$830.00
	0	11 x 17 Color Copies		each	$1.66	$0.00
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	0	Express Shipping		each	$20.00	$0.00
	0	USPS Postage		each	$5.00	$0.00
					Subtotal	**$1,334.80**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$1,334.80**

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT OFF-AIRPORT AVIGATION EASEMENTS	DIVISION OF AVIATION

8/20/2026

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-103) AVIGATION EASEMENT OFFERS (STIP ELIGIBLE - 12 PARCELS)

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	8	Trip(s) in Sedan @	120	miles @	$0.760	$729.60
	0	Trip(s) in Carry-All @	0	miles @	$0.780	$0.00
Per Diem:	0	Breakfast		each	$10.60	$0.00
	0	Lunch		each	$14.00	$0.00
	0	Dinner		each	$24.40	$0.00
	0	Day		each	$49.00	$0.00
	0	Lodging		each	$100.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	1000	8 1/2 x 11 B & W Copies		each	$0.14	$140.00
	0	11 x 17 B & W Copies		each	$0.34	$0.00
	1000	8 1/2 x 11 Color Copies		each	$0.83	$830.00
	0	11 x 17 Color Copies		each	$1.66	$0.00
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	0	Express Shipping		each	$20.00	$0.00
	0	USPS Postage		each	$5.00	$0.00
					Subtotal	**$1,699.60**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$1,699.60**

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT OFF-AIRPORT AVIGATION EASEMENTS	DIVISION OF AVIATION

8/20/2026

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-103) AVIGATION EASEMENT APPRAISALS (FAA ELIGIBLE - 20 PARCELS)

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	4	Trip(s) in Sedan @	120	miles @	$0.760	$364.80
	0	Trip(s) in Carry-All @	0	miles @	$0.780	$0.00
Per Diem:	0	Breakfast		each	$10.60	$0.00
	0	Lunch		each	$14.00	$0.00
	0	Dinner		each	$24.40	$0.00
	0	Day		each	$49.00	$0.00
	0	Lodging		each	$100.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	1000	8 1/2 x 11 B & W Copies		each	$0.14	$140.00
	0	11 x 17 B & W Copies		each	$0.34	$0.00
	1000	8 1/2 x 11 Color Copies		each	$0.83	$830.00
	0	11 x 17 Color Copies		each	$1.66	$0.00
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	0	Express Shipping		each	$20.00	$0.00
	0	USPS Postage		each	$5.00	$0.00
					Subtotal	**$1,334.80**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$1,334.80**

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

TALBERT, BRIGHT & ELLINGTON, LLC	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT OFF-AIRPORT AVIGATION EASEMENTS	DIVISION OF AVIATION

8/20/2026

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-103) AVIGATION EASEMENT OFFERS (FAA ELIGIBLE - 20 PARCELS)

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	8	Trip(s) in Sedan @	120	miles @	$0.760	$729.60
	0	Trip(s) in Carry-All @	0	miles @	$0.780	$0.00
Per Diem:	0	Breakfast		each	$10.60	$0.00
	0	Lunch		each	$14.00	$0.00
	0	Dinner		each	$24.40	$0.00
	0	Day		each	$49.00	$0.00
	0	Lodging		each	$100.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	1000	8 1/2 x 11 B & W Copies		each	$0.14	$140.00
	0	11 x 17 B & W Copies		each	$0.34	$0.00
	1000	8 1/2 x 11 Color Copies		each	$0.83	$830.00
	0	11 x 17 Color Copies		each	$1.66	$0.00
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	0	Express Shipping		each	$20.00	$0.00
	0	USPS Postage		each	$5.00	$0.00
					Subtotal	**$1,699.60**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$1,699.60**

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
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Cape Fear
Real Estate Group

October 29th, 2025

Mr. Player

Cape Fear Real Estate Group is very interested in working with you on the Hickory airport project. We feel very comfortable that our staff can complete the required appraisals for this project in an efficient and timely manner. Our bid includes 115-parcels and totals **$575,000** ($5,000 per report).

We feel our fee is very competitive for the nature of this project; however, we can gladly discuss any issues or concerns you might have regarding our fees and/or scheduling.

Please see below for an overview of our company.

Cape Fear Real Estate Group, LLC is a valuation, consulting and advisory firm that specializes in complex valuations of residential, commercial and income producing property throughout North Carolina. We use our comprehensive real estate expertise to deliver the results that our clients deserve and expect. Our top priority is to provide clients with accurate and well-supported reports based on our resources and local knowledge throughout the region. We strive to go beyond the ordinary to stand out amongst our peers. The following brief description of our firm and the services provided will assist prospective clients in choosing the Cape Fear Real Estate Group for their commercial real estate valuation and consulting needs.

FIRM DESCRIPTION

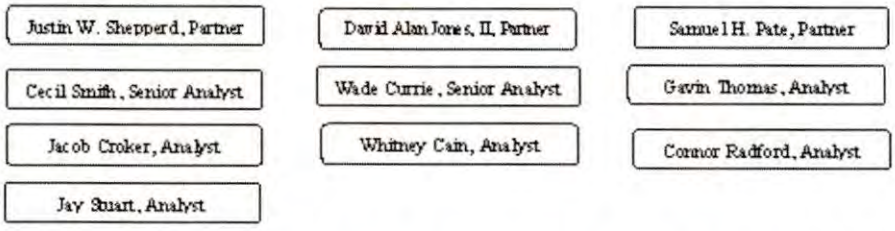
We specialize in complex assignments including but not limited to appraisals, appraisal reviews, feasibility studies, highest and best use analysis, court preparation and litigation support services. We have five certified general appraisers and five trainee appraisers on staff based out of Wilmington, North Carolina. We provide valuation and consulting services to developers, financial institutions, attorneys, municipalities, consultant firms as well as the North Carolina Department of Transportation. We have helped to complete numerous complex real estate portfolio valuations as well as a number of condemnation projects throughout North Carolina.

As a group, we have completed over 2,500 appraisals with over 1,250 of those being condemnation appraisals. Collectively, we have over 65+ years of combined appraisal experience. Our highly motivated staff and team-oriented work ethic allows us to accomplish tasks in the most efficient manner possible and in turn provide our clients with quality appraisal reports in a very timely manner.

Cape Fear
Real Estate Group

MANAGEMENT

The structure and organizational layout of the Cape Fear Real Estate Group is as follows:



Additionally, it should be noted that Justin W. Shepperd, David A. Jones, II and Samuel H. Pate are all individually approved appraisers with the NCDOT as well as numerous banking clients throughout eastern North Carolina. Wade Currie and Cecil Smith are Certified Generals within the firm and perform appraisals on multiple projects. Jacob Croker, Gavin Thomas, Jay Stuart, Conner Radford and Whitney Cain are trainees within the firm and provide clerical, research and administrative assistance to the principals of this firm.

EMINENT DOMAIN VALUATION & CONSULTING

Project Administration

Generally, at the onset of a condemnation project, each firm member will be responsible for one or more of the overall project components (Zoning Regulations, Tax Districts, Area Descriptions, Property Specific Comparables, etc.). Once the project component data has been collected, we meet and discuss our findings as a group. We then determine which comparables are most applicable to a given property type and address any other atypical issues regarding zoning, utilities, taxes, adjustments of comparables as well as proximity or highest and best use dilemmas. These group discussions ensure that everyone is "on the same page" once inspections begin and the report writing starts. This leads to a high level of consistency between our reports and a higher production rate that very few firms throughout the state exhibit.

Scheduling

With regards to scheduling, our appraisers can work as quickly as the client requires. Over the last 12 months we have completed over 300 condemnation reports. We have also completed as many as 50 reports in one month when clients have asked us to help them meet emergency delivery dates. Based on the size of our knowledgeable staff, we complete 20 - 40 reports per month depending on the scope of work. This leads to a high level of consistency between our reports and a higher production rate that very few firms throughout the state exhibit.

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
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EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

Cape Fear
Real Estate Group

Turn-around Times

Turn-around times will vary depending on the current workload. However, the Cape Fear Real Estate Group is based firmly on the principal of meeting our deadlines. We pride ourselves on being able to complete reports within the timeframe provided. In the event we are not able to meet a deadline, we will contact the client as soon as possible.

IN SUMMARY

The partners of the Cape Fear Real Estate Group strive to provide quality valuation services to clients with an emphasis on accuracy, efficiency and timeliness. Should any questions arise throughout the valuation process, our team will be happy to assist in any manner necessary. We look forward to working with you!

Best regards,

Justin W. Shepperd Samuel H. Pate David A. Jones

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
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MASTER AGREEMENT EXPIRATION: July 30, 2028

EMINENT DOMAIN CONSULTING, REVIEW AND REAL PROPERTY APPRAISAL REVIEW SERVICES

Hopkins Consulting and Review, LLC

287 UNION STREET SOUTH, CONCORD, NC 28025-5015 PHONE 704-618-5118

October 13, 2025

Michael W. Player, P.E
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273

Dear Michael,

Thank you for the opportunity to bid on the review appraisal request for the Hickory Regional Airport – Runway 6 – Avigation Easement Acquisition project involving +/-115 parcels. This quote is for Phase I.

I can perform certified reviews in conformance with USPAP and NCDOT requirements for you for a fee of $1,400 for the first review and then $1,000 each, which includes an inspection (drive by) and written reports delivered as pdfs by email. These fees assume receipt of plans for this phase of the project on or before the first appraisal review request. As far as timing, I typically have 10 business days to turn eminent domain work around, excluding holidays.

Thank you for this opportunity.

Respectfully Yours,

Randy

Ms. Randy W. Hopkins, MAI, AI-GRS | President | NC & SC Certified General Appraiser
Hopkins Consulting and Review, LLC
Eminent Domain Consulting and Review, and Real Property Appraisal Review Services
NCDOT Professional Services Firm, NC Highly Underutilized Business (HUB) Certification &
City of Charlotte MWBE (Minority Women Business Enterprise) Certification
287 Union Street S, Concord, NC 28025-5015
Phone: (704) 618-5118
E-mail: Randy@Hopkinsconsultingandreview.com or randy@hcrmail.com (new)

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

EMINENT DOMAIN CONSULTING, REVIEW AND REAL PROPERTY APPRAISAL REVIEW SERVICES

Hopkins Consulting and Review, LLC

287 UNION STREET SOUTH, CONCORD, NC 28025-5015 PHONE 704-618-5118

October 13, 2025

Michael W. Player, P.E
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273

Dear Michael,

Thank you for the opportunity to bid on the review appraisal request for the Hickory Regional Airport – Runway 6 – Avigation Easement Acquisition project involving +/-115 parcels. This quote is for Phase II.

I can perform certified reviews in conformance with USPAP and NCDOT requirements for you for a fee of $1,400 for the first review and then $1,000 each, which includes an inspection (drive by) and written reports delivered as pdfs by email. These fees assume receipt of plans for this phase of the project on or before the first appraisal review request. As far as timing, I typically have 10 business days to turn eminent domain work around, excluding holidays.

Thank you for this opportunity.

Respectfully Yours,

Randy

Ms. Randy W. Hopkins, MAI, AI-GRS | President | NC & SC Certified General Appraiser
Hopkins Consulting and Review, LLC
Eminent Domain Consulting and Review, and Real Property Appraisal Review Services
NCDOT Professional Services Firm, NC Highly Underutilized Business (HUB) Certification &
City of Charlotte MWBE (Minority Women Business Enterprise) Certification
287 Union Street S, Concord, NC 28025-5015
Phone: (704) 618-5118
E-mail: Randy@Hopkinsconsultingandreview.com or randy@hcrmail.com (new)

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

EMINENT DOMAIN CONSULTING, REVIEW AND REAL PROPERTY APPRAISAL REVIEW SERVICES

Hopkins Consulting and Review, LLC

287 UNION STREET SOUTH, CONCORD, NC 28025-5015 PHONE 704-618-5118

October 13, 2025

Michael W. Player, P.E
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273

Dear Michael,

Thank you for the opportunity to bid on the review appraisal request for the Hickory Regional Airport – Runway 6 – Avigation Easement Acquisition project involving +/-115 parcels. This quote is for Phase III.

I can perform certified reviews in conformance with USPAP, and FAA requirements for you for a fee of $1,400 for the first review and then $1,000 each, which includes an inspection (drive by) and written reports delivered as pdfs by email. These fees assume receipt of plans for this phase of the project on or before the first appraisal review request. As far as timing, I typically have 10 business days to turn eminent domain work around, excluding holidays.

Thank you for this opportunity.

Respectfully Yours,

Randy

Ms. Randy W. Hopkins, MAI, AI-GRS | President | NC & SC Certified General Appraiser
Hopkins Consulting and Review, LLC
Eminent Domain Consulting and Review, and Real Property Appraisal Review Services
NCDOT Professional Services Firm, NC Highly Underutilized Business (HUB) Certification & City of Charlotte MWBE (Minority Women Business Enterprise) Certification
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DL Roberts and Associates, INC.
1717 Barbee Road
Shelby, NC 28150

Proposal

04/26/26

Proposal to:
The City of Hickory
Chad Hunsucker – Airport Director
Hickory Regional Airport
3103 9th Avenue Drive NW
Hickory, NC 28601

DESCRIPTION	Parcels	RATE	AMOUNT
Hickory Regional Airport Avigation Project Negotiation of claims (116 claims estimated - number of claims may change due to eliminations, additions, etc.)	116	$3,500.00	$406,000.00
			$406,000.00

Notes:

Upon notice to proceed, DL Roberts and Associates, Inc. (DL Roberts) will contact property owner(s) and initiate contact meetings which will be arranged for the purpose of obtaining the avigation easement. As the City of Hickory's (City) representative, we will coordinate this meeting with the property owner(s) and make offers to the property owner(s) based on appraisals on behalf of the City, explain the easement, identify any improvements impacted (trees, etc.) and address any questions the owner(s) may have. DL Roberts will be responsible for preparing all financial documentation, having the easement documents properly signed and notarized, and coordinating submittal of easements to the registrar of deeds for recording and providing certified copies to the City and property owner(s).

It is the understanding of DL Roberts that the City will handle all necessary title work and prepare deeds of easement as required for settlement of claims and handle the recording and disbursement of settlement funds.

It is understood and agreed that the negotiation fees shall be considered earned and billable once the claim has been negotiated. If for any reason a claim would need to be condemned to obtain the required rights, should the City elect not to pursue the claim, DL Roberts will be considered to have negotiated the claim and be due payment.

Should the number of claims increase or decrease the contract shall be modified to reflect the adjustment.

Thank you for the opportunity to submit this proposal.

David Roberts

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APPENDIX D: SCANNED ORIGINAL OF EXECUTED MASTER AGREEMENT BETWEEN ENGINEER AND OWNER

5076

FIRST AMENDMENT TO CONTRACT FOR ENGINEERING, PLANNING AND RELATED WORK FOR CITY OF HICKORY

THIS FIRST AMENDMENT TO CONTRACT FOR ENGINEERING, PLANNING AND RELATED WORK FOR CITY OF HICKORY (the "**First Amendment**") is made by and between CITY OF HICKORY, a North Carolina municipal corporation, having a mailing address of P.O. Box 398, Hickory, NC 28603 ("**Owner**"), and TALBERT, BRIGHT & ELLINGTON, LLC f/k/a Talbert, Bright & Ellington, Inc., a North Carolina limited liability company, having a mailing address of 3525 Whitehall Park Drive #210, Charlotte, NC 28273 ("**Engineer**"). This First Amendment is effective as of the last date herein below signed (the "**Effective Date**"). The identified parties are at times referred to herein collectively as "Parties" and individually as a "Party."

RECITALS:

The Parties entered into that certain Contract for Engineering, Planning and related Work for City of Hickory on July 31, 2023 (the "**Original Agreement**"), pursuant to which the Engineer agreed to provide planning and engineering services to the Owner for future development at the Hickory Regional Airport. The Parties acknowledge that the term of the Original Agreement is not clearly defined and desire to amend the Original Agreement to expressly state that the term shall be for a period of five (5) years, commencing on July 31, 2023 and expiring on July 30, 2028.

IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. MODIFICATIONS.

Detailed below are amendments the Parties are making to the Original Agreement. Except where a covenant or provision in the Agreement is explicitly amended, all covenants and provisions in the Original Agreement shall remain in full force and effect.

1. SECTION VI – MISCELLANEOUS PROVISIONS; SUBSECTION E(1) – PERIOD OF SERVICES. Section IV(E)(1) of the Original Agreement is hereby amended to read as follows:

> The provisions of this Section, including the various rates of compensation for the ENGINEER's services set forth elsewhere in this Contract, are based on the expectation of an orderly and continuous progression of the Project through completion of the construction phase. The ENGINEER's obligation to provide services under this Contract, and the term of this Contract itself, shall extend for a period of five (5) years, commencing on July 31, 2023, and expiring on July 30, 2028. The term of this Contract may be extended beyond the expiration date upon the mutual written agreement of the parties.

B. MISCELLANEOUS.

2. PREVIOUSLY DEFINED TERMS; CONFLICT. Each capitalized term not expressly defined in this Amendment shall have the meaning ascribed thereto in the Original Agreement. In the event of any conflict or inconsistency between the Original Agreement and this Amendment, this Amendment shall control.

3. NO OTHER REVISIONS TO AGREEMENT. All other provisions of the Original Agreement which are not specifically amended by this Amendment shall remain the same and in full force and effect.

4. ELECTRONIC MAIL AS WRITING. The Parties expressly acknowledge and agree that,

notwithstanding any statutory or decisional law to the contrary, the printed or digital product of an electronic mail transmittal, including DocuSign or any other similar method, including counterparts, shall be deemed to be "written" and a "writing" for all purposes of this Amendment.

5. COUNTERPARTS. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. It shall not be necessary for all the Parties to execute each counterpart for this Amendment to be binding and this Amendment shall be binding if each party executes at least one counterpart hereof.

This space was intentionally left blank. Signatures appear on the following pages.

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EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be duly executed, by its authorized officers or individually, on the Effective Date.

[AFFIX SEAL]

ATTEST:

Debbie D. Miller

By: Debbie Miller

Its: City Clerk

CITY OF HICKORY,
a North Carolina Municipal Corporation

By: Warren Wood

Its: City Manager

Date: 1-29-26

PRE-AUDIT CERTIFICATE

This Amendment has been pre-audited pursuant to North Carolina General Statute§ 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

By: Kari Dunlap

Its: Finance Officer

Approved as to form on behalf of the City this _____day of_____, 2026.

By: Timothy D. Swanson

Its: City Attorney

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
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IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be duly executed, by its authorized officers or individually, on the Effective Date.

TALBERT, BRIGHT & ELLINGTON, LLC
f/k/a Talbert, Bright & Ellington, Inc.

By: Carl M. Ellington, Jr.

Its: President

Date: 01/22/2026

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
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CONTRACT
FOR ENGINEERING, PLANNING AND RELATED WORK
FOR
CITY OF HICKORY

This AGREEMENT is made this 31st day of July, 2023 by and between **CITY OF HICKORY**, a body politic and corporate under the Laws of the State of North Carolina, hereinafter called the **OWNER**, and **TALBERT, BRIGHT & ELLINGTON, INC.**, a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the **ENGINEER**.

WHEREAS, the **OWNER** intends planning and engineering services for the future development of Hickory Regional Airport and other improvements and such other work for the **OWNER** as may be mutually agreed to, hereinafter called the Project, and

WHEREAS, the **OWNER** desires to engage a qualified and experienced engineer to perform professional engineering and planning services for a period of three (3) years and hereinafter set forth, and the **ENGINEER** has represented that it is qualified to provide such services and desires to do so. The services may include, but are not limited to, the design and construction phases of runway extensions, runway safety areas, airfield pavement overlays, taxiways, aircraft aprons, airfield lighting, NAVAID's, instrument landing systems, fueling systems, hangars, terminal site work, and other projects as determined by the City of Hickory. The services may also include, assisting with land acquisition, master planning, feasibility studies, miscellaneous planning, and other planning and environmental projects as determined by the City of Hickory. These services may also include subcontracted special services such as surveying, geotechnical, environmental, and quality assurance testing.

NOW THEREFORE, the **OWNER** and the **ENGINEER**, for the considerations hereinafter set forth, agree as follows:

GENERAL

For the purpose of this CONTRACT, the Airport Director is hereby designated as the **OWNER's** representative to act for the **OWNER** in giving approvals and authorizations for the **OWNER** as hereinafter required and set forth. The **ENGINEER** will be notified in writing of any change in representation.

When mutually agreed by the **OWNER** and the **ENGINEER**, and after having received from the **OWNER** written approval of the **ENGINEER's** Work Authorization, including an estimated cost

for specified services, the **ENGINEER** shall provide professional engineering services as described below.

SECTION I – BASIC SERVICES

A. **Project Development Phase:** After authorization to proceed the **ENGINEER** shall:

1. Consult with **OWNER**, state, and federal government agencies (when required) to clarify and define the requirements for the Project and review available data.
2. Advise **OWNER** as to the necessity of **OWNER's** providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the **OWNER** in contracting for such services.
3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Project.
5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.
6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.
7. Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the **OWNER** for submission to government agencies.
8. Assist the **OWNER** in obtaining financing for project.
9. Perform additional work as described and required by the work authorizations.

B. **Design Phase:** After written authorization to proceed the **ENGINEER** shall:

1. In consultation with the **OWNER** and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
2. Prepare an **ENGINEER's** report in accordance with FAA criteria, which shall include but not necessarily be limited to:
   a. An analysis and reasons for the design choices;
   b. An analysis of the manner in which the work will be accomplished; and

c. A project cost estimate based upon the final design.

3. Advise the **OWNER** of needed special services as described in Section II – Special Services and assist the **OWNER** in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).

4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by **OWNER**, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.

5. Assist **OWNER** in submitting appropriate documents to state and federal agencies for necessary approvals, funding grants, and permits.

6. Furnish to the **OWNER** two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.

7. Assistance to the **OWNER** in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.

8. Perform additional work as described and required by work authorizations.

C. Construction Phase: During the Construction Phase, the **ENGINEER** shall provide the following services:

1. Assistance in preparation of formal contract documents for the award of construction contract.

2. Consult with and advise the **OWNER** and act as provided in the approved construction specifications and contract documents.

3. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. **ENGINEER** shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). **ENGINEER**'s efforts will be directed toward providing a greater degree of confidence for **OWNER** that the completed work of Contractor(s) will conform to the contract documents, but **ENGINEER** shall not be responsible for the failure of

Contractor(s) to perform the work in accordance with the contract documents. During such visits and on the basis of on-site observations, **ENGINEER** shall keep **OWNER** informed of the progress of the work, shall endeavor to guard **OWNER** against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

4. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.

5. Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.

6. Recommend to **OWNER** change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of **OWNER** with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The **ENGINEER** is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the **OWNER** where changes are due to causes beyond the **ENGINEER**'s control.

7. Advise the **OWNER** of needed special services and assist the **OWNER** in acquisition of such services as appropriate.

8. Based upon **ENGINEER**'s on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observation and review, that the work has progressed to the point indicated, that to the best of **ENGINEER**'s knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will

not thereby be deemed to have represented that continuous or exhaustive examinations have been made by **ENGINEER** to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incident thereto or that **ENGINEER** has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests, or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

9. Assist **OWNER** in preparing applications for partial and final payments for submission to government agencies for grant reimbursements.

10. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.

11. **ENGINEER** will prepare for **OWNER**, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to **ENGINEER** and which **ENGINEER** considers significant.

12. The **ENGINEER** shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except **ENGINEER**'s own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the **ENGINEER** from liability for failure to perform properly duties undertaken by the **ENGINEER** under this Contract.

SECTION II – SPECIAL SERVICES

At written request of the **OWNER**, the **ENGINEER** shall accomplish such special services as required by the **OWNER** to complete the Project. At the option of the **OWNER**, special services may be provided by the **OWNER** through contracts with other professionals or may be provided by the **ENGINEER**. When the **ENGINEER** is requested to provide special services, such services may be provided by **ENGINEER**'s own forces or through subcontracts with other professionals. Compensation for Special Services provided by **ENGINEER** shall be in accordance with one of the methods identified in Section V – Payment of Services. Special services, which may be requested include, but are not necessarily limited to the following:

A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.

C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.

D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be described in Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative.

E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I – Basic Services.

F. Assistance to the OWNER as expert witness in litigation arising from development or construction of the Project.

G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the Project.

H. Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the Project.

I. Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such construction program.

J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond ENGINEER's control.

K. Providing renderings or models for OWNER's use.

L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in

obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.

M. Additional or extended services during construction made necessary by:

1. Work damaged by fire or other cause during construction.
2. A significant amount of defective or neglected work of Contractor(s).
3. Prolongation of the contract time of any prime contract by more than ten (10) days.
4. Acceleration of the process schedule involving services beyond normal working hours.
5. Default by Contractor(s).
6. The furnishing of a resident project representative other than an employee of the **ENGINEER**.

N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.

O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III – RESPONSIBILITIES OF THE OWNER

As a party to this Contract, the **OWNER** shall:

A. Make available for **ENGINEER**'s use all record drawings, maps, soil data, etc.

B. Designate a person to act with authority on **OWNER**'s behalf and respond in a timely manner to submissions by **ENGINEER** providing approvals and authorizations as appropriate so that work may continue at a normal pace.

C. Pay all costs associated with special services authorized by the **OWNER**, and all costs associated with obtaining bids from contractors.

D. Furnish **ENGINEER** as required for performance of **ENGINEER**'s basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all the foregoing;

environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which **ENGINEER** may rely upon in performing his services.

E. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.

F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.

H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as **OWNER** may require or **ENGINEER** may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as **OWNER** may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

I. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope of timing of the **ENGINEER**'s services, or any defect in the work of Contractor(s).

SECTION IV – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER may furnish a Resident Project Representative, assistants, and other field staff to assist **ENGINEER** in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of **ENGINEER** in **ENGINEER**'s agreement with the **OWNER** and in the construction contract documents, and are further limited and described as follows:

A. General: Resident Project Representative is **ENGINEER**'s agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor, keeping **OWNER** advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

B. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.

2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as **ENGINEER**'s liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist **ENGINEER** in serving as **OWNER**'s liaison with Contractor when Contractor's operations affect **OWNER**'s on-site operations; and

   b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work, according to the contract documents.

4. Shop Drawings and Samples:

   a. Record date of receipt of shop drawings and samples;

   b. Receive samples, which are furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination; and

   c. Advise **ENGINEER** and Contractor of the commencement of any work requiring a shop drawing or sample if the **ENGINEER** has not accepted the submittal.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

   a. Conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the work is, in general, proceeding in accordance with the contract documents;

   b. Report to **ENGINEER** whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise **ENGINEER** of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;

   c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to **ENGINEER** appropriate details relative to tests, procedures, and startups; and

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to **ENGINEER.**

6. Interpretation of Contract Documents: Report to **ENGINEER** when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER.**

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to **ENGINEER.** Transmit to Contractor decisions as issued by **ENGINEER.**

8. Records:

   a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, **ENGINEER**'s clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and

   b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER.**

   c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of material and equipment.

9. Reports:

   a. Furnish **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;

   b. Consult with **ENGINEER** in advance of scheduled major tests, inspections, or start of important phases of the work;

   c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to **ENGINEER** change orders, work directive changes, and field orders; and

   d. Report immediately to **ENGINEER** and **OWNER** upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to **ENGINEER** for review and forwarding to **OWNER** prior to final payment for work.

12. Completion:

   a. Before **ENGINEER** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;

   b. Conduct on-site review in the company of **ENGINEER, OWNER**, and Contractor and prepare a final list of items to be completed or corrected; and

   c. Observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

C. Limitations of Authority: Resident Project Representative shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by **ENGINEER**.

2. Exceed limitations of **ENGINEER**'s authority as set forth in the contract documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

5. Accept shop drawing or sample submittals from anyone other than Contractor.

7. Authorize **OWNER** to occupy the Project in whole or in part.

8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **ENGINEER.**

SECTION V – PAYMENT OF SERVICES

The **OWNER** agrees to compensate the **ENGINEER** for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the **ENGINEER** and submitted to the **OWNER** for review and approval. The receipt of an approved Work Authorization will constitute the **ENGINEER**'s Notice-to-Proceed.

The **ENGINEER** is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the **OWNER.**

A. Methods of Payment: One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization:

1. Per Diem: Under this method of payment, the **ENGINEER**'s compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of all overhead and profit; plus payment for direct nonsalary expenses. The current rates for labor and expenses shown in Exhibit "B" to this Contract shall be applicable. These rates include salaries, payroll costs, overhead and profit. These rates shall remain valid until July 20~~1~~. Subsequent annual adjustments to these rates may be made by the **ENGINEER** in July of each successive year.

2. Lump Sum: For work that can be defined and delineated in advance, payment to the **ENGINEER** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.

B. Terms and Conditions: The basis of compensation described is based upon the following conditions:

1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the **ENGINEER**'s office, at the site of the Project, or travel status in connection with the Project.

2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.

3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.

C. Payment Schedules:

1. Invoices shall be due and payable within 30 days after the date of invoice. A service charge of one (1) percent per month shall be added to all overdue accounts.

SECTION VI – MISCELLANEOUS PROVISIONS

A. Estimates: Since the **ENGINEER** has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the **ENGINEER** does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.

B. Extra Work: It is mutually understood and agreed that the **OWNER** will compensate the **ENGINEER** for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the **ENGINEER**'s control and when requested or authorized by the **OWNER**. Extra work may also include special services as identified in Section II – Special Services. Compensation for extra work and any associated special services shall be in accordance with one of the methods identified in Section V – Payment of Services.

C. Reuse of Documents: All documents, including drawings and specifications prepared by **ENGINEER** pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purposes intended will be at **OWNER**'s sole risk and without liability or legal exposure to **ENGINEER**; and **OWNER** shall indemnify and hold harmless

ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

D. Responsibility of the ENGINEER:

1. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Contract.

2. Approval by the OWNER or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.

E. Period of Services:

1. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.

2. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

3. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this Contract.
4. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Contract) be paid as provided for in Section V – Payment of Services. If such delay or suspension extends for more than one (1) year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one (1) year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to an increase not to exceed ten (10) percent per year.

F. Termination:

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no

fault of the terminating party provided that no such termination may be effected unless the other party is given:

a. Not less than ten (10) calendar days written notice of intent to terminate; and
b. An opportunity for consultation with the terminating party prior to termination.

2. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the **ENGINEER** is given:

   a. Not less than ten (10) calendar days written notice of the intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

3. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the **ENGINEER** is given:

   a. Not less than ten (10) calendar days written notice of the intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

4. Upon receipt of a termination notice, the **ENGINEER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the **ENGINEER** performing this Contract, whether completed or in process.

5. If this Contract is terminated by either party, the **ENGINEER** shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the **ENGINEER** relating to commitments, which have become firm prior to termination. If the termination of the Contract occurs at the conclusion of one phase and prior to authorization of the **OWNER** to begin the next phase, payment by the **OWNER** of the completed phase shall be considered full compensation due the **ENGINEER**. If Contract is terminated by the **OWNER** for default of the **ENGINEER**, the amount due the **ENGINEER** may be adjusted to the extent of any additional cost incurred by the **OWNER** as a result of the **ENGINEER's** default.

G. **Remedies:** Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between **OWNER** and the **ENGINEER** arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the **OWNER** is located.

H. Professional Liability: ENGINEER maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to $1,000,000 for its negligent acts, errors, or omissions. If the OWNER desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.

I. Audit: Access to Records:

1. The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The OWNER, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.

2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the OWNER makes final payment.

J. Civil Right Assurance: During the performance of this Contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Report: The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the **OWNER** or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the **OWNER** shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, J, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the **OWNER** or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the **OWNER** to enter into such litigation to protect the interests of the **OWNER** and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. Minority Business Enterprise (MBE) Assurances:

1. Policy: It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently, the MBE requirements of 49 CFR Part 23 applies to this Contract.

2. MBE Obligation: The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform Contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted Contracts.

TALBERT, BRIGHT & ELLINGTON, LLC SCOPE OF WORK
RUNWAY 06 OFF-AIRPORT AVIGATION EASEMENTS
AND OBSTRUCTION REMOVAL PRELIMINARY DESIGN
NCDOT-DOA #: 36244.33.18.2
FUNDING SOURCE: STATE AID/AIG/NPE
EBS PROJECT REQUEST #: 4808
MASTER AGREEMENT EXPIRATION: July 30, 2028

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:	ENGINEER:
CITY OF HICKORY	TALBERT, BRIGHT & ELLINGTON, INC.
BY:	BY:
TITLE: City Manager	TITLE: Vice President
DATE: 8-7-23	DATE:
WITNESS:	WITNESS:
ADDRESS: 76 North Center Street Hickory, NC 28601	ADDRESS: 3525 Whitehall Park Drive Suite 210 Charlotte, North Carolina 28273

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Hickory Police Department / Loretta Justice, Budget and Logistics Coordinator

Contact Person: *Chief Bryan Adams*

Date: August 14, 2026

Re: Acceptance of the 2025 JAG Grant

REQUEST

Hickory Police Department requests approval to accept the 2025 Justice Assistance Grant.

BACKGROUND

The City of Hickory has received notification of acceptance for the total JAG award of $33,457. The JAG Program is a formula-based grant through the Office of Justice Programs/Bureau of Justice Assistance (BJA) that utilizes Uniform Crime Reporting statistics from all law enforcement agencies to determine eligibility for direct federal grant awards. There is no match required.

ANALYSIS

The Hickory Police Department will utilize grant funds to renew the annual licensing fee for two Grayshift forensic devices in partnership with the Catawba County Sheriff's Office. According to JAG legislation, counties must maintain their collaborations with local jurisdictions that receive funds and must sign a required Memorandum of Understanding (MOU).

The Hickory Police Department has submitted the initial JAG 2025 application to request funding for the renewal purchase of Magnet Forensics GrayKey software, which has a total cost of $61,395. The JAG grant award amounts to $33,457, and the Hickory Police Department and the Catawba County Sheriff's Office will be responsible for covering the remaining software costs.

RECOMMENDATION

The Hickory Police Department recommends accepting the JAG grant award and partnering with the Catawba County Sheriff's Office for the 2025 Justice Assistance Grant. The total cost for this project is $61,395, with the JAG grant award contributing $33,457. The Hickory Police Department and the Catawba County Sheriff's Office will share the remaining cost of the software.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☒	☐

LIST THE EXPENDITURE CODE:
0105110-521508

Reviewed by:

Initiating Department Head	8-17-26 Date	Asst. City Manager Yaidee Fox	8/21/26 Date
Asst. City Manager Rodney Miller	8/21/26 Date	Asst. City Manager Steve Miller	8-21-26 Date
Finance Officer, Kari Dunlap	8/24/26 Date	Deputy Finance Officer, Cameron McHargue	8-25-26 Date

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

City Manager, W. Wood

8.25.26
Date

Loretta Justice

From: do-not-reply@usdoj.gov
Sent: Friday, July 31, 2026 9:37 PM
To: Kari Dunlap; Loretta Justice; Loretta Justice
Subject: DOJ Justice Grants System - Award Number 15PBJA-25-GG-03119-JAGX Notification

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization.

JUSTgrants
JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT14608708 submitted under the 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula has been selected for an award. Please log into Justice Grants System (JustGrants) at https://justgrants.usdoj.gov to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You

can contact your grant manager Jonathan DiMartino at 202-808-5547 and Jonathan.DiMartino@usdoj.gov

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF HICKORY 76 N CENTER ST
City, State and Zip:	HICKORY, NC 28601
Recipient UEI:	RJMSVMJ8NJR3
Project Title: JAG 2025 HICKORY POLICE AND CATAWBA COUNTY SHERIFF'S OFFICE GRANT	**Award Number:** 15PBJA-25-GG-03119-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula	
Federal Award Amount: $33,457.00	**Federal Award Date:** 7/31/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: M **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/28
Budget Period Start Date: 10/1/24	**Budget Period End Date**: 9/30/28

Project Description:

The Hickory Police Department, in collaboration with the Catawba County Sheriff's Office, is seeking federal funding to purchase two Magnet Forensics Grayshift forensic devices. These devices will enable us to collect data from both iOS and Android devices. This initiative seeks to address the rising costs and complexities of digital forensics to improve our investigative capabilities.

The total cost of the project is $61,395, with a request for a JAG grant of $30,698 to help fund it. Both departments will share the remaining expenses to maintain access to this essential technology. The devices will be located at the Hickory Police Department, promoting collaboration between the two agencies.

This project aims to reduce violent crime and enhance law enforcement programs, while establishing performance measures to ensure effective implementation and evaluation. By securing this funding, we will improve our investigation processes and strengthen public safety within our communities.

Award Letter

July 31, 2026

Dear Loretta Justice,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF HICKORY for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is $33,457.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI

RJMSVMJ8NJR3

Street 1
76 N CENTER ST

Street 2

City
HICKORY

State/U.S. Territory
North Carolina

Zip/Postal Code
28601

Country
United States

County/Parish

Province

Award Details

Federal Award Date
7/31/26

Award Type
Initial

Award Number
15PBJA-25-GG-03119-JAGX

Supplement Number
00

Federal Award Amount
$33,457.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14608708

Grant Manager Name
Jonathan DiMartino

Phone Number
202-808-5547

E-mail Address
Jonathan.DiMartino@usdoj.gov

Project Title
JAG 2025 HICKORY POLICE AND CATAWBA COUNTY SHERIFF'S OFFICE GRANT

Performance Period Start Date	Performance Period End Date
10/01/2024	09/30/2028

Budget Period Start Date	Budget Period End Date
10/01/2024	09/30/2028

Project Description

The Hickory Police Department, in collaboration with the Catawba County Sheriff's Office, is seeking federal funding to purchase two Magnet Forensics Grayshift forensic devices. These devices will enable us to collect data from both iOS and Android devices. This initiative seeks to address the rising costs and complexities of digital forensics to improve our investigative capabilities.

The total cost of the project is $61,395, with a request for a JAG grant of $30,698 to help fund it. Both departments will share the remaining expenses to maintain access to this essential technology. The devices will be located at the Hickory Police Department, promoting collaboration between the two agencies.

This project aims to reduce violent crime and enhance law enforcement programs, while establishing performance measures to ensure effective implementation and evaluation. By securing this funding, we will improve our investigation processes and strengthen public safety within our communities.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would

exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 11
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past

performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 23
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on

this award.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any

subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A ("Award Term") and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 34
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including

properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 47
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using

non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49
Compliance with trauma kit standards
If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG, the initial period of performance of the award will be less than four years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total period of performance of four years, pursuant to 34 U.S.C. 10152(f) and in accordance with the Notice of Funding Opportunity (NOFO) associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of OJP.

Condition 51
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.
Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8

U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,
(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 52
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.
Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an "information-communication restriction."

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.
A. For purposes of this condition:
(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(4) "DHS" means the U.S. Department of Homeland Security.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.
1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.
Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
B. Applicability.
(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the

scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.
(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 54
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere with statutory law enforcement access to correctional facilities.
Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. For purposes of this condition:
(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)
(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 U.S.C. 1227(a)(2), or
(b) conduct described in 8 U.S.C. 1227(a)(4).
(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.
(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—
(a) is designed to prevent or to significantly delay or complicate, or
(b) has the effect of preventing or of significantly delaying or complicating.
(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any

State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55
The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 56
Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 57
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 58
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 59
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 60
In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 61
Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

Condition 62
Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and BJA reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification (ACM) has been issued to remove this condition.

Condition 63
Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until BJA has reviewed and approved the required Memorandum of Understanding (MOU), and an Award Condition Modification (ACM) has been issued to remove this condition.

Condition 64

Withholding of funds: Subrecipient monitoring policies

The recipient's response to the Subrecipient Management and Monitoring question(s) of the Financial Management and System of Internal Controls Questionnaire indicates that the recipient may not have controls in place to monitor the activities of any subrecipient, as necessary, to ensure that the subaward is used for authorized purposes in compliance with Federal laws, regulations, and the terms and conditions of the subaward and that subaward performance goals are achieved. (See 2 C.F.R. 200.331(d)). The recipient agrees to submit a copy of its subrecipient monitoring policies and procedures to the OJP program office. If the recipient anticipates that it will not make a subaward under this award then, instead of submitting subrecipient monitoring policies and procedures, the recipient agrees that it must advise OJP in writing that it does not intend to make a subaward under this award. The recipient may not expend, or draw down funds under this award until either-- (1) the OJP program office has received, and OJP has reviewed and approved, the subrecipient monitoring policies and procedures, or (2) the OJP program office has received and considered the recipient's written communication and has agreed (for purposes of federal grants administrative requirements) that no subawards are anticipated under this award, and an Award Condition Modification (ACM) has been issued to remove this condition. The recipient understands and agrees that it is obligated to immediately notify the OJP grant manager in writing of any later change in its plan to make or not make a subaward under this award.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	7/27/26 7:55 PM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Hickory Police Department / Loretta Justice, Budget and Logistics Coordinator

Contact Person: *Chief Bryan Adams*

Date: August 19, 2026

Re: Acceptance of the Amended Interlocal Agreement and Memorandum of Understanding (MOU) for the 2024 JAG Grant

REQUEST

Hickory Police Department requests approval to accept the Amended Interlocal Agreement and Memorandum of Understanding for the 2024 Justice Assistance Grant.

BACKGROUND

The Bureau of Justice Assistance (BJA) requires compliance and oversight for grants awarded under its jurisdiction, including the Justice Assistance Grant (JAG). The City of Hickory has been awarded funding through the 2024 JAG Grant, which requires amending the existing Interlocal Agreement and MOU to reflect the distribution of funds accurately. This amendment addresses the terms agreed upon by the City of Hickory and Catawba County for the allocation of grant funds, ensuring that all parties are aligned with the financial and programmatic responsibilities associated with the grant.

The original MOU did not fully capture the actual distribution of funds, leading to discrepancies between reported figures and the understanding of fund usage. This amended agreement will clarify that the City of Hickory retains 100% of the award amount for the purchase of necessary equipment, with no funds designated for Catawba County.

ANALYSIS

The amended Interlocal Agreement and MOU will meet the compliance requirements set forth by the BJA as part of the monitoring and oversight associated with the JAG Grant. By ensuring the proper documentation and accurate representation of fund distribution, the City of Hickory will mitigate potential compliance issues that could arise during the BJA's Remote Monitoring and associated evaluations.

Adopting these amendments not only complies with federal requirements but also strengthens intergovernmental relations between the City of Hickory and Catawba County.

RECOMMENDATION

It is recommended that the City Council accept the Amended Interlocal Agreement and MOU for the 2024 JAG Grant as presented. This acceptance will ensure that the City of Hickory remains in compliance with BJA requirements, foster transparency among the parties involved, and facilitate the effective use of grant funds for their intended purpose.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:
0105110-521508

Reviewed by:

Chief Bryan Adams	Date	Asst. City Manager Yaldee Fox	Date
Asst. City Manager Rodney Miller	Date	Asst. City Manager Steve Miller	Date
Finance Officer, Kari Dunlap	Date	Deputy Finance Officer, Cameron McHargue	Date

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

City Manager, W. Wood

Date

Revised: 3-13-2026

AMENDED INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF CATAWBA AND CITY OF HICKORY

2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AMENDED INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING (the "Agreement") is entered into as of the ____ day of _____, 2026, by and between Catawba County, North Carolina, a body politic and corporate (the "County"), and the City of Hickory, North Carolina, a municipal corporation (the "City"). The County will perform its obligations under this Agreement through the Catawba County Sheriff's Office ("CCSO"), and the City will perform its obligations through the Hickory Police Department ("HPD"). The County and the City are referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the City, through HPD, operates the HPD Digital Forensics Laboratory and administers three Graykey devices, one Graykey Premier Bundle license (the "Primary License"), and an existing secondary Graykey forensic-software license (the "Secondary License") (collectively, the "Graykey System"); and

WHEREAS, HPD and CCSO have a longstanding cooperative relationship under which the Graykey System, including the Secondary License, is used to support criminal investigations conducted by both agencies; and

WHEREAS, the Parties desire to continue that cooperative relationship and to use available Justice Assistance Grant ("JAG") funds to pay eligible acquisition, licensing, subscription, renewal, maintenance, and support costs associated with the Graykey System, including the Primary License and the Secondary License, to the extent authorized by the approved JAG budget and award conditions (collectively, the "System Costs"); and

WHEREAS, the Parties have been identified as disparate jurisdictions under the JAG Program and are eligible to receive a combined JAG allocation of $29,590.00 (the "JAG Award"); and

WHEREAS, the Parties have designated the City as the applicant and fiscal agent for the JAG Award and have agreed that the City will receive, administer, and apply one hundred percent (100%) of the JAG Award to the System Costs, with no portion of the JAG Award distributed directly to the County; and

WHEREAS, the continued operation and licensing of the Graykey System benefits both Parties and the public by providing shared digital-forensics capabilities in support of lawful criminal investigations; and

WHEREAS, if the JAG Award is insufficient to pay all eligible System Costs, the Parties intend to allocate the remaining costs as provided in the operative provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. **Term.** The term of this Agreement shall coincide with Fiscal Year 2025–2026, commencing on July 1, 2025, and expiring on June 30, 2026 (the "Term"). The JAG Award funds shall be used, and the Graykey System shall be purchased and provided for the Parties' use, during the Term. This Agreement shall not renew automatically but may be extended only by a written amendment executed by both Parties. Expiration of this Agreement shall not affect any payment or reimbursement obligation arising under Section 2 during the Term. Sections 3 through 5 and any other provisions that by their nature are intended to survive shall remain effective after expiration.

2. **Purchase, Use, and Allocation of Costs.** During Fiscal Year 2025–2026, the City shall purchase the Graykey System, which includes two software licenses: one for use by the HPD and one for use by the CCSO, in each case subject to the applicable vendor licensing terms. As the applicant and fiscal agent for the combined JAG award, the City shall apply the full $29,590.00 award (the "JAG Award") to the System Costs. The software and related equipment shall be used jointly by HPD and CCSO at HPD's headquarters or as otherwise located by HPD in accordance with this Agreement and the applicable vendor licensing terms. The City and the County shall each be responsible for fifty percent (50%) of the Excess Costs. "Excess Costs" means the amount, if any, by which the System Costs exceed the JAG Award funds actually received and applied to the System Costs. The City shall provide the County with a written request for reimbursement accompanied by (i) the applicable vendor invoice or other documentation establishing the System Costs; (ii) documentation showing the amount of JAG Award funds applied to the System Costs; and (iii) a calculation of the Excess Costs and the County's fifty-percent (50%) share. The County shall remit its share to the City within thirty (30) days after receiving the complete documentation, subject to the County's applicable payment and preaudit procedures.

3. **Preservation of Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of either Party's governmental immunity, sovereign immunity, public-official immunity, or any other immunity or defense available under applicable law, except to the extent such immunity has been lawfully waived. Nothing in this Agreement shall enlarge either Party's liability beyond that imposed by applicable law. Neither Party assumes the liabilities of the other Party or agrees to indemnify or hold the other Party harmless. This Section does not excuse either Party from performing the express contractual and payment obligations imposed upon it by this Agreement.

4. **Independent Responsibility of the Parties.** Each Party shall remain responsible, to the extent provided by applicable law, for the acts and omissions of that Party and its respective officers, employees, and agents. Neither Party shall be liable solely by reason of this Agreement for the acts or omissions of the other Party or the other Party's officers, employees, or agents. Nothing in this Agreement creates an employer-employee relationship, principal-agent relationship, partnership, or joint venture between the Parties.

5. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties. No person or entity that is not a Party to this Agreement shall be deemed a

third-party beneficiary or acquire any right, claim, or cause of action under or by virtue of this Agreement.

6. **Scope of Agreement.** Except as expressly provided in this Agreement, neither Party transfers or delegates to the other Party any statutory power, duty, jurisdiction, authority, ownership interest, or right. Nothing in this Agreement expands or restricts either Party's independent law-enforcement authority or creates any obligation or right inconsistent with applicable law, the JAG Award conditions, or the vendor licensing terms.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF HICKORY	**COUNTY OF CATAWBA**
Warren Wood, City Manager	Mary Furtado, County Manager
ATTEST:	ATTEST:
Debbie Miller, City Clerk	Dale Stiles, County Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date	Mary Morrison, Chief Finance Officer
8/24/26	
Date	Kari Dunlap, Finance Officer

APPROVED AS TO FORM:

Date	Joshua Teague, Assistant County Attorney
Date	Timothy D. Swanson, City Attorney

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Hickory Police Department / Loretta Justice, Budget and Logistics Coordinator

Contact Person: *Chief Bryan Adams*

Date: August 19, 2026

Re: Acceptance of the Amended Interlocal Agreement and Memorandum of Understanding (MOU) for the 2025 JAG Grant

REQUEST

Hickory Police Department requests approval to accept the Amended Interlocal Agreement and Memorandum of Understanding for the 2025 Justice Assistance Grant.

BACKGROUND

The Bureau of Justice Assistance (BJA) requires compliance and oversight for grants awarded under its jurisdiction, including the Justice Assistance Grant (JAG). The City of Hickory has been awarded funding through the 2025 JAG Grant, which requires amending the existing Interlocal Agreement and MOU to reflect the distribution of funds accurately. This amendment addresses the terms agreed upon by the City of Hickory and Catawba County for the allocation of grant funds, ensuring that all parties are aligned with the financial and programmatic responsibilities associated with the grant.

The original MOU did not fully capture the actual distribution of funds, leading to discrepancies between reported figures and the understanding of fund usage. This amended agreement will clarify that the City of Hickory retains 100% of the award amount for the purchase of necessary equipment, with no funds designated for Catawba County.

ANALYSIS

The amended Interlocal Agreement and MOU will meet the compliance requirements set forth by the BJA as part of the monitoring and oversight associated with the JAG Grant. By ensuring the proper documentation and accurate representation of fund distribution, the City of Hickory will mitigate potential compliance issues that could arise during the BJA's Remote Monitoring and associated evaluations.

Adopting these amendments not only complies with federal requirements but also strengthens intergovernmental relations between the City of Hickory and Catawba County.

RECOMMENDATION

It is recommended that the City Council accept the Amended Interlocal Agreement and MOU for the 2025 JAG Grant as presented. This acceptance will ensure that the City of Hickory remains in compliance with BJA requirements, foster transparency among the parties involved, and facilitate the effective use of grant funds for their intended purpose.

BUDGET ANALYSIS:

Budgetary Action Is a Budget Amendment required?	Yes	No
	☐	☒

LIST THE EXPENDITURE CODE:
0105110-521508

Reviewed by:

Chief Bryan Adams	Date	Asst. City Manager Yaidee Fox	Date
Asst. City Manager Rodney Miller	Date	Asst. City Manager Steve Miller	Date
Finance Officer, Kari Dunlap	Date	Deputy Finance Officer, Cameron McHargue	Date

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

City Manager, W. Wood

Date

Revised: 3-13-2026

AMENDED INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF CATAWBA AND CITY OF HICKORY

2025 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AMENDED INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING (the "Agreement") is entered into as of the ____ day of _____, 2026, by and between Catawba County, North Carolina, a body politic and corporate (the "County"), and the City of Hickory, North Carolina, a municipal corporation (the "City"). The County will perform its obligations under this Agreement through the Catawba County Sheriff's Office ("CCSO"), and the City will perform its obligations through the Hickory Police Department ("HPD"). The County and the City are referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the City, through HPD, operates the HPD Digital Forensics Laboratory and administers three Graykey devices, one Graykey Premier Bundle license (the "Primary License"), and an existing secondary Graykey forensic-software license (the "Secondary License") (collectively, the "Graykey System"); and

WHEREAS, HPD and CCSO have a longstanding cooperative relationship under which the Graykey System, including the Secondary License, is used to support criminal investigations conducted by both agencies; and

WHEREAS, the Parties desire to continue that cooperative relationship and to use available Justice Assistance Grant ("JAG") funds to pay eligible acquisition, licensing, subscription, renewal, maintenance, and support costs associated with the Graykey System, including the Primary License and the Secondary License, to the extent authorized by the approved JAG budget and award conditions (collectively, the "System Costs"); and

WHEREAS, the Parties have been identified as disparate jurisdictions under the JAG Program and are eligible to receive a combined JAG allocation of $33,457.00 (the "JAG Award"); and

WHEREAS, the Parties have designated the City as the applicant and fiscal agent for the JAG Award and have agreed that the City will receive, administer, and apply one hundred percent (100%) of the JAG Award to the System Costs, with no portion of the JAG Award distributed directly to the County; and

WHEREAS, the continued operation and licensing of the Graykey System benefits both Parties and the public by providing shared digital-forensics capabilities in support of lawful criminal investigations; and

WHEREAS, if the JAG Award is insufficient to pay all eligible System Costs, the Parties intend to allocate the remaining costs as provided in the operative provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. **Term.** The term of this Agreement shall coincide with Fiscal Year 2026–2027, commencing on July 1, 2026, and expiring on June 30, 2027 (the "Term"). The JAG Award funds shall be used, and the Graykey System shall be purchased and provided for the Parties' use, during the Term. This Agreement shall not renew automatically but may be extended only by a written amendment executed by both Parties. Expiration of this Agreement shall not affect any payment or reimbursement obligation arising under Section 2 during the Term. Sections 3 through 5 and any other provisions that by their nature are intended to survive shall remain effective after expiration.

2. **Purchase, Use, and Allocation of Costs.** During Fiscal Year 2026–2027, the City shall purchase the Graykey System, which includes two software licenses: one for use by the HPD and one for use by the CCSO, in each case subject to the applicable vendor licensing terms. As the applicant and fiscal agent for the combined JAG award, the City shall apply the full $33,457.00 award (the "JAG Award") to the System Costs. The software and related equipment shall be used jointly by HPD and CCSO at HPD's headquarters or as otherwise located by HPD in accordance with this Agreement and the applicable vendor licensing terms. The City and the County shall each be responsible for fifty percent (50%) of the Excess Costs. "Excess Costs" means the amount, if any, by which the System Costs exceed the JAG Award funds actually received and applied to the System Costs. The City shall provide the County with a written request for reimbursement accompanied by (i) the applicable vendor invoice or other documentation establishing the System Costs; (ii) documentation showing the amount of JAG Award funds applied to the System Costs; and (iii) a calculation of the Excess Costs and the County's fifty-percent (50%) share. The County shall remit its share to the City within thirty (30) days after receiving the complete documentation, subject to the County's applicable payment and preaudit procedures.

3. **Preservation of Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of either Party's governmental immunity, sovereign immunity, public-official immunity, or any other immunity or defense available under applicable law, except to the extent such immunity has been lawfully waived. Nothing in this Agreement shall enlarge either Party's liability beyond that imposed by applicable law. Neither Party assumes the liabilities of the other Party or agrees to indemnify or hold the other Party harmless. This Section does not excuse either Party from performing the express contractual and payment obligations imposed upon it by this Agreement.

4. **Independent Responsibility of the Parties.** Each Party shall remain responsible, to the extent provided by applicable law, for the acts and omissions of that Party and its respective officers, employees, and agents. Neither Party shall be liable solely by reason of this Agreement for the acts or omissions of the other Party or the other Party's officers, employees, or agents. Nothing in this Agreement creates an employer-employee relationship, principal-agent relationship, partnership, or joint venture between the Parties.

5. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties. No person or entity that is not a Party to this Agreement shall be deemed a

third-party beneficiary or acquire any right, claim, or cause of action under or by virtue of this Agreement.

6. **Scope of Agreement.** Except as expressly provided in this Agreement, neither Party transfers or delegates to the other Party any statutory power, duty, jurisdiction, authority, ownership interest, or right. Nothing in this Agreement expands or restricts either Party's independent law-enforcement authority or creates any obligation or right inconsistent with applicable law, the JAG Award conditions, or the vendor licensing terms.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF HICKORY	**COUNTY OF CATAWBA**
Warren Wood, City Manager	Mary Furtado, County Manager
ATTEST:	ATTEST:
Debbie Miller, City Clerk	Dale Stiles, County Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date	Mary Morrison, Chief Finance Officer
8/24/26	Kari Dunlap
Date	Kari Dunlap, Finance Officer

APPROVED AS TO FORM:

Date	Joshua Teague, Assistant County Attorney
Date	Timothy D. Swanson, City Attorney

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Planning and Development

Contact Person: Cal Overby, Planning Manager

Date: August 20, 2026

Re: Voluntary non-contiguous annexation of property owned by The City of Hickory.

REQUEST

Call for public hearing, to be held on September 15, 2026, for the consideration of the voluntary non-contiguous annexation of property totaling 24.39 acres, located at 964 and 970 Airport Rhodhiss Road and including an unaddressed parcel to the east. The properties are identified as Burke County PINs 2783785060, 2783788894, 2783886713.

BACKGROUND

The applicant has petitioned for the voluntary non-contiguous annexation of 24.39 acres of property located at 964 and 970 Airport Rhodhiss Road and including an unaddressed vacant parcel to the east.

ANALYSIS

The properties are currently zoned R-3 Residential by Burke County. Burke County's zoning ordinance describes this district as: *A less restrictive residential district allowing a broader range of residential uses including Class A and Class B manufactured homes. A variety of compatible non-residential uses are allowed in areas that may be less suburban in nature.*

If annexed, the City would request the properties be rezoned Planned Development (PD). The City's intention is to use the properties for the future location of the Catawba River Environmental Education Center (CREEC). This facility will be open to the public for educational and recreational purposes. The plan involves the renovation and construction of buildings, trails and parking areas to support the Center's mission.

The properties are currently publicly owned and will continue to be publicly owned, as such no property taxes are collected.

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

RECOMMENDATION

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

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian M. Frazier Initiating Department Head	8/20/2026 Date	City Attorney, T. Swanson	Date
Deputy City Manager, R. Miller	8/21/26 Date	Asst. City Manager S. Miller	8-21-26 Date
Finance Officer, Kari Dunlap	8/24/26 Date	Deputy Finance Officer, Cameron McHargue	8-25-26 Date
Asst City Manager, Yaidee Fox	8/21/26 Date		

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

City Manager, W. Wood

8.25.26
Date

RESOLUTION NO. 26-____
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 the City of Hickory requesting annexation of an area described in a petition was received on August 18, 2026, 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 the City of Hickory, containing approximately 24.39-acres of property located at 964 and 970 Airport Rhodhiss Road, and including an unaddressed parcel to the east, identified as Burke County PINs 2783785060, 2783788894, and 2783886713.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 18th day of August, 2026.

(SEAL)

Debbie D. Miller
Debbie D. Miller, City Clerk

CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION

DATE SUBMITTED: 8-17-2026

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 Airport Rhodhiss Road between Drowning Creek and the Catawba County line and is shown in more detail on the attached survey.

2. PIN NO. (S) : (Burke County) 2783785060, 2783788894, 2783886713

3. Physical (Street) Address: 964 and 970 Airport Rhodhiss Road and vacant parcel to the east

4. The property is owned by: (please print) City of Hickory, North Carolina
(Attach a copy of the most recent deed.)

   Owner Information:

   Name: City of Hickory

   Address: P.O. Box 398, Hickory, NC 28603

   Phone Number: 828-323-7412

5. The petition is submitted by: City of Hickory

   Agent Information:

   Name: City of Hickory

   Address: P.O. Box 398 Hickory, NC 28603

   Phone Number: 828.323.7412

6. 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 Planned Development (PD) zoning district.

7. WATER AND SEWER AVAILABLILTY AND CONNECTIONS

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

RECEIVED
BY: D miller
DATE: 8/18/2026

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.

8. OWNER'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.

Warren Wood – City Manager
Printed Name of Property Owner(s)

Signature of Property Owner(s)

P.O. Box 398 Hickory, NC 28603
Address of Property Owner(s)

828.323.7413
Telephone Number of Property Owner(s)

State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Warren Wood 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 17th day of August, 2026.

My Commission Expires: 11.02.2027

Notary Public

CRYSTAL B. MUNOZ NOTARY PUBLIC CATAWBA COUNTY, NC

BK 2718 PG 667 - 672 (6) DOC# 2023011123
This Document eRecorded: 12/01/2023 11:55:38 AM
Fee: $26.00 Tax: $2,300.00
Burke County, North Carolina
Stephanie A. Norman, Register of Deeds

This instrument prepared by, Young, Morphis, Bach & Taylor, Llp, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the Burke County, NC Tax Collector upon disbursement of closing proceedings.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $2,300.00

Parcel Identifier No. 278378894 and 2783886713 Verified by Burke County on the ____ day of_____, 2023
By:_____

Mail/Box to: Grantee Submitted by: John W. Crone, III, Attorney, Young, Morphis, Bach & Taylor, LLP
Post Office Drawer 2428, Hickory, NC 26803-2428

This instrument was prepared by: Lynne R. Holton, Esq., a licensed North Carolina Attorney. Delinquent taxes, if any, shall be paid by the closing Attorney to the County Tax Collector upon disbursement of closing proceeds. NO TITLE SEARCH REQUESTED OR PERFORMED

Brief description for the Index: 2 Tracts Airport Rhodhiss Road

THIS DEED made this 27 day of November, 2023, by and between

GRANTOR	GRANTEE
Richard E. Andrus and wife, Susan P. Andrus; Randall Scott Tuttle and wife, Claire Thompson Tuttle	**The City of Hickory** **Property Address: 964 Airport Rhodhiss Road Hickory, NC 28601** **Mailing Address:** Post Office Box 398 Hickory, NC 28603-0398

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 Grantor's interest in and to that certain lot or parcel of land situated in Burke County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

This property ___ is _x__ is not the primary residence of one or more of the Grantors.

For back title, see Book 2053, Page 532, Burke County Registry.

Submitted electronically by "Young, Morphis, Bach & Taylor, Llp"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Burke County Register of Deeds.

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 - Chicago Title Insurance Company

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

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

Easements, rights-of-way and restrictions of record, if any, and real property taxes for the current year which shall be prorated through the closing date.

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

_____ (SEAL)
Richard E. Andrus

Susan P Andrus (SEAL)
Susan P. Andrus

_____ (SEAL)
Randall Scott Tuttle

_____ (SEAL)
Claire Thompson Tuttle

State of North Carolina - County of Forsyth

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

Date: November 27, 2023

_____
Notary Public

Cheryl Andrews McDonald
Print Name

My commission expires: 03-01-2027

CHERYL ANDREWS MCDONALD NOTARY PUBLIC FORSYTH COUNTY NC

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 – Chicago Title Insurance Company

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

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

Easements, rights-of-way and restrictions of record, if any, and real property taxes for the current year which shall be prorated through the closing date.

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

_____ (SEAL)
Richard E. Andrus

_____ (SEAL)
Susan P. Andrus

_____ (SEAL)
Randall Scott Tuttle

_____ (SEAL)
Claire Thompson Tuttle

State of North Carolina - County of _____

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

Date:

_____
Notary Public

_____
Print Name

My commission expires: _____

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 – Chicago Title Insurance Company

State of North Carolina - County of Forsyth

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

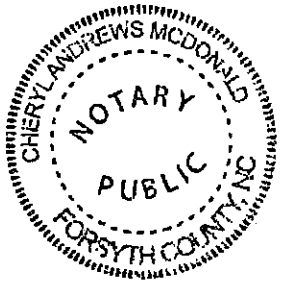
Date: November 28, 2023

Notary Public

Cheryl Andrews McDonald

Print Name

My commission expires: 03-01-2027



NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 – Chicago Title Insurance Company

State of ~~North Carolina~~ Florida - County of Monroe

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

Date: 11-30-2023

Notary Public State of Florida
Gregory S. Oropeza
My Commission
HH 278836
Exp. 7/1/2026

Notary Public

Print Name

My commission expires: _____

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 – Chicago Title Insurance Company

Exhibit "A"

TRACT ONE:

BEING all of Lot No. 3, containing 13.37 acres, as shown on that plat entitled "Minor Subdivision & Recombination Survey for Bonzetta Winkler" by Donald G. Bolick, PLS, dated April 12, 2005, which map is recorded in Plat Book 27 at Pages 285-287 in the Office of the Register of Deeds for Burke County, North Carolina, to which said plat reference is hereby made for a more complete description. Together with and subject to all easements and rights of way referenced in Deed Book 1749 at Page 335 in the Office of the Register of Deeds for Burke County, North Carolina.

TRACT TWO:

BEING all of Lot No. 2, containing 5.19 acres, as shown on that plat by Donald G. Bolick, PLS, dated 10/26/06, which map is recorded in Plat Book 32 at Page 132 in the Office of the Register of Deeds for Burke County, North Carolina, to which said plat reference is hereby made for a more complete description. Together with and subject to all easements and rights of way referenced in Deed Book 1749 at Page 339 in the Office of the Register of Deeds for Burke County, North Carolina.

BK 2737 PG 689 - 692 (4) DOC# 2024002874
This Document eRecorded: 04/05/2024 03:47:42 PM
Fee: $26.00 Tax: $900.00
Burke County, North Carolina
Stephanie A. Norman, Register of Deeds

This instrument prepared by, Young, Morphis, Bach & Taylor, Llp, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the Burke County, NC Tax Collector upon disbursement of closing proceedings.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: **$900.00**

Parcel ID Nos.: **2783-78-5060/2783-78-5050/ REIDS: 28702/58718** Verified by_____ County on the ____ day of_____, 20____ By:_____

Mail/Box to: **John W. Crone, III, Young, Morphis, Bach & Taylor, LLP, PO Drawer 2428, Hickory, NC**

This instrument was prepared by: **John W. Crone, III, Young, Morphis, Bach & Taylor, LLP, Hickory, NC**

Brief description for the Index: **5.81 acres – 970 Airport Rhodhiss Road, Hickory**

THIS DEED, made this the 5th day of **April, 2024**, by and between

GRANTOR: Jaki Lynn Ramsey and wife, Robin K. Ramsey
Whose mailing address is **1861 Hidden Pointe Drive, Hickory, North Carolina 28601**
(herein referred to as **Grantors**)

and

GRANTEE: City of Hickory, a North Carolina municipal corporation
Whose mailing address is **Post Office Box 398, Hickory, North Carolina 28603-0398**
(herein referred to as **Grantee**).

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 City of, **Icard** Township, **Burke** County, North Carolina and being more particularly described as follows:

See attached Exhibit "A" for legal description.

Submitted electronically by "Young, Morphis, Bach & Taylor, Llp"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Burke County Register of Deeds.

All or a portion of the property herein conveyed ___does _X_ does not include the primary residence of a Grantor.

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book **2311**, Page **363**, Burke County Registry.

A map of the property is recorded in Plat Book **27**, Pages **285-287**, Burke County Registry.

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

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever.

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

1. **This conveyance is made subject to restrictive covenants of record, and to any and all easements and rights-of-way on location on the above-described property heretofore granted or existing in favor of any individuals, corporations, public or private associations of individuals, public utilities, and governmental agents, commissions or departments for the purpose of constructing, erecting, laying, building or maintaining any streets, roads, highways, signs, service alleys, power lines or poles, gas lines, water lines, lines for pipes or sewer lines and any and all other similar or related public or private utility service facilities or otherwise.**

2. **Ad valorem taxes for the current year and subsequent years assessed against the subject property;**

3. **Easements, restrictions and rights of way of record affecting the property;**

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

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

BY: Jakie Lynn Ramsey **(SEAL)**
Jakie Lynn Ramsey

BY: Robin K. Ramsey **(SEAL)**
Robin K. Ramsey

State of **North Carolina**

County of **Catawba**

I certify that the following person(s) personally appeared before me this day, and acknowledged to me that they signed the foregoing document in the capacity indicated:

Jakie Lynn Ramsey

Date: 04/05/2024 Dorothy P. Blystone
Signature of Notary Public

Dorothy P. Blystone
Typed/Printed Name of Notary

My Commission Expires: April 27, 2024

(Official/Notarial Seal)

Dorothy P. Blystone
Notary Public
Caldwell County
North Carolina
My Commission Expires 04/27/24

State of **North Carolina**

County of **Catawba**

I certify that the following person(s) personally appeared before me this day, and acknowledged to me that they signed the foregoing document in the capacity indicated:

Robin K. Ramsey

Date: 04/05/2024 Dorothy P. Blystone
Signature of Notary Public

Dorothy P. Blystone
Typed/Printed Name of Notary

My Commission Expires: April 27, 2024

(Official/Notarial Seal)

Dorothy P. Blystone
Notary Public
Caldwell County
North Carolina
My Commission Expires 04/27/24

Exhibit "A" Legal Description
For
Ramsey to City of Hickory

BEING all of the lot containing 5.81 acres, as shown on that plat entitled "Minor Subdivision & Recombination Survey for Bonzetta Winkler" by Donald G. Bolick, PLS, dated April 12, 2005 and being recorded in Plat Book 27 at Pages 285-287 in the Office of the Register of Deeds for Burke County, North Carolina.

For partial chain of title, see those deeds as recorded in Book 2311 at Page 363; Book 1462 at Page 727 and Book 213 at Page 494 in the Office of the Register of Deeds for Burke County, North Carolina.

This property is known as 970 Airport Rhodhiss Road, Hickory, North Carolina 28601 and consists of the Parcel Identification Numbers (PINS): 2783 - 78 - 5060 and 2783 - 78 - 5050 and REIDS: 28702 and 58718 in the Office of the Burke County Tax Assessor.

RESOLUTION 26-___
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION, PURSUANT TO G.S. 160A-31 OR G.S. 160A-58.1, AS AMENDED

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

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

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

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

Section 1: That a public hearing on the question of annexation of the area described herein will be held at 6:00 p.m. on September 15, 2026, 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 the City of Hickory, containing approximately 24.39-acres of property located at 964 and 970 Airport Rhodhiss Road, and including an unaddressed parcel to the east, identified as Burke County PINs 2783785060, 2783788894, and 2783886713.

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

RESOLUTION NO. 26-___

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

WHEREAS, the City of Hickory is the owner of certain real property as described herein, which property is located at 964 and 970 Airport Rhodhiss Road, and including an unaddressed parcel to the east, containing 24.39 acres; identified as Burke County PINs 2783785060, 2783788894, and 2783886713.

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 September, 2026, at a regularly scheduled meeting of the governing body of said Council, duly called and posted in accordance with the statutes of the State of North Carolina, as follows:

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

Section 2: That a public hearing on the question of annexation of the area described herein will be held at 6:00 p.m. on 15th day of September, 2026, in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 3: The same being that property reflected on map entitled City of Hickory, Voluntary Non-Contiguous Annexation Map 1, City Boundary, subject property outlined in red; City of Hickory Voluntary Non-Contiguous Annexation Map 2, Zoning, subject property outlined in red; City of Hickory, Voluntary Non-Contiguous Annexation, Map 3, Aerial Photography, subject property outlined in red.

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

Done this 1st day of September, 2026.

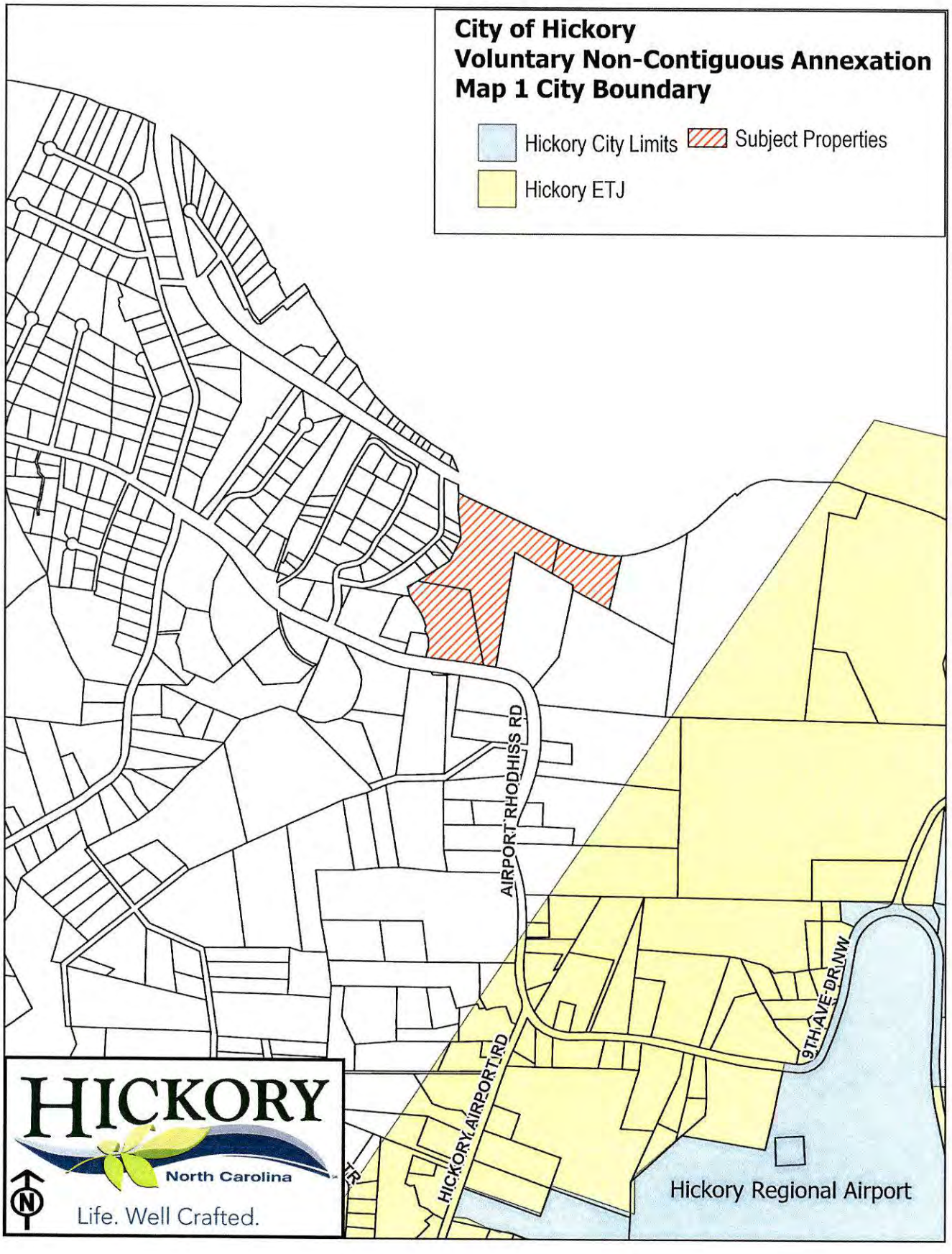
THE CITY OF HICKORY, A
North Carolina Municipal Corporation

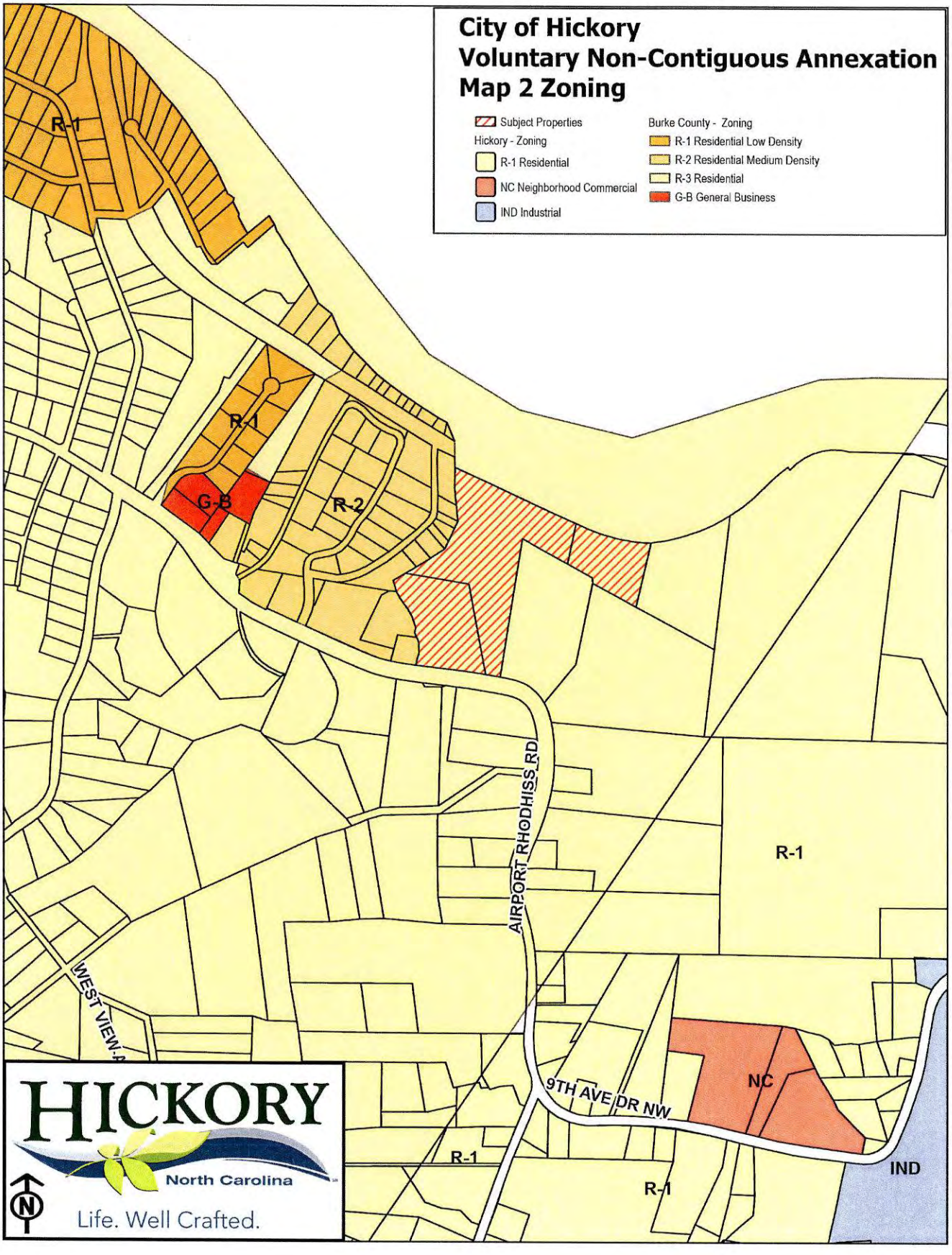
(SEAL)

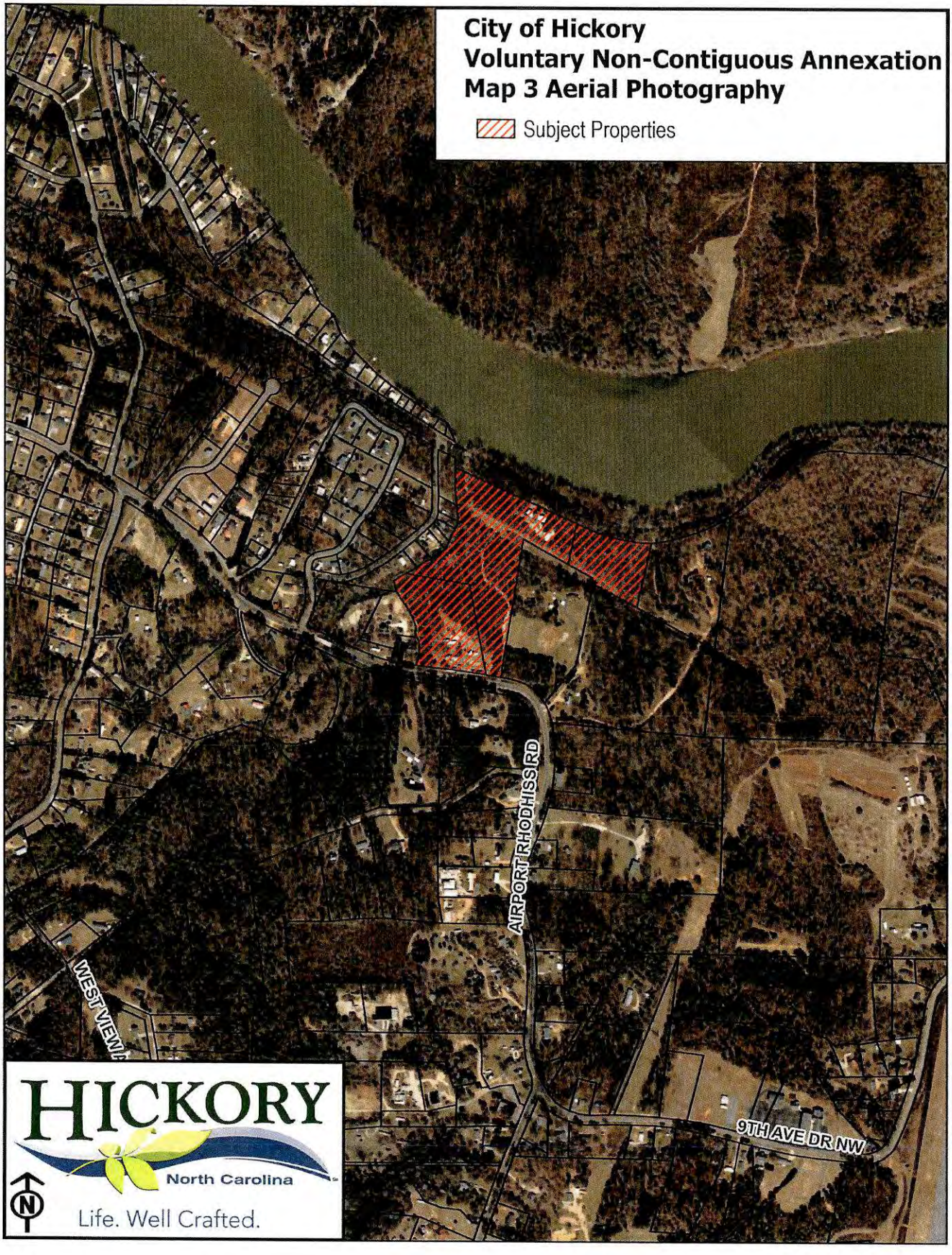
Attest:

By:_____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk


City of Hickory
Voluntary Non-Contiguous Annexation
Map 1 City Boundary
Hickory City Limits
Subject Properties
Hickory ETJ
AIRPORT RHODHISS RD
9TH AVE DR NW
HICKORY AIRPORT RD
Hickory Regional Airport
HICKORY
North Carolina
Life. Well Crafted.


City of Hickory
Voluntary Non-Contiguous Annexation
Map 2 Zoning
Subject Properties
Hickory - Zoning
R-1 Residential
NC Neighborhood Commercial
IND Industrial
Burke County - Zoning
R-1 Residential Low Density
R-2 Residential Medium Density
R-3 Residential
G-B General Business
R-1
R-1
G-B
R-2
AIRPORT RHODHISS RD
R-1
WEST VIEW
9TH AVE DR NW
NC
R-1
R-1
IND
HICKORY
North Carolina
Life. Well Crafted.


City of Hickory
Voluntary Non-Contiguous Annexation
Map 3 Aerial Photography
Subject Properties
AIRPORT RHODHISS RD
WEST VIEW
9TH AVE DR NW
HICKORY
North Carolina
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VOLUNTARY ANNEXATION ANALYSIS

APPLICANT: City of Hickory

AGENT: City of Hickory

PROPERTY LOCATION: 964 and 970 Airport Rhodhiss Road and including an unaddressed parcel to the east.

PIN NUMBERS: (Burke County) 2783785060, 2783788894, 2783886713

WARD: If annexed, the subject properties will be in Ward 5 (Councilwoman Dula).

REQUESTED ACTION: Voluntary non-contiguous annexation.

ACREAGE: 24.39 acres

DEVELOPMENT POTENTIAL: The properties are currently zoned R-3 Residential by Burke County. Burke County's zoning ordinance describes this district as: *A less restrictive residential district allowing a broader range of residential uses including Class A and Class B manufactured homes. A variety of compatible non-residential uses are allowed in areas that may be less suburban in nature.*

If annexed, the City would request the properties be rezoned Planned Development (PD). The City's intention is to use the properties for the future location of the Catawba River Environmental Education Center (CREEC). This facility will be open to the public for educational and recreational purposes. The plan involves the renovation and construction of buildings, trails and parking areas to support the Center's mission.

TAX VALUE: The properties are currently publicly owned and will continue to be publicly owned, as such no property taxes are collected.

POPULATION INCREASES: The properties will not be used for residential properties, so no direct population increase is expected.

SCHOOL DISTRICTS: The properties will not be used for residential properties, so no direct school population increases are expected.

SURROUNDING ZONING AND LAND USE:

- **North:** Lake Hickory (Catawba River) abuts the properties to the north.
- **South:** The properties are zoned R-3 Residential by Burke County and occupied by residences.
- **East:** The properties are zoned R-3 Residential by Burke County and occupied by residences.
- **West:** The properties are zoned R-2 Residential by Burke County and occupied by residences.

UTILITY SERVICE: Water will be provided by the Town of Long View, and a septic tank(s) will provide sanitary sewer.

ACCESS: Access to the subject properties is from Airport Rhodhiss Road, which is a NCDOT maintained street (SR 1653).

DISTANCE FROM CITY LIMITS (See Map 1): The proposed annexation area is +/- 3,100 feet northwest of the proper city boundary.

STAFF COMMENTS:

- Fire Department: Annexation of this property may require mutual aid agreements with Drowning Creek Vol. Fire Department. Dispatch protocols with Burke County for 911 calls will be needed if Hickory Fire is to respond with Burke EMS to this location. The property is currently inside the Drowning Creek Vol. Fire Department District.

- Police Department: Annexation would not adversely affect the police department. The property, upon annexation, would be in Edward PACT.

- Transportation / Engineering: No objections

- Planning: No objections.

- Public Services: No objections.

- Public Utilities: Water will be provided by the Town of Long View and a septic tank(s) will provide sanitary sewer.

- City Manager's Office: No objections.

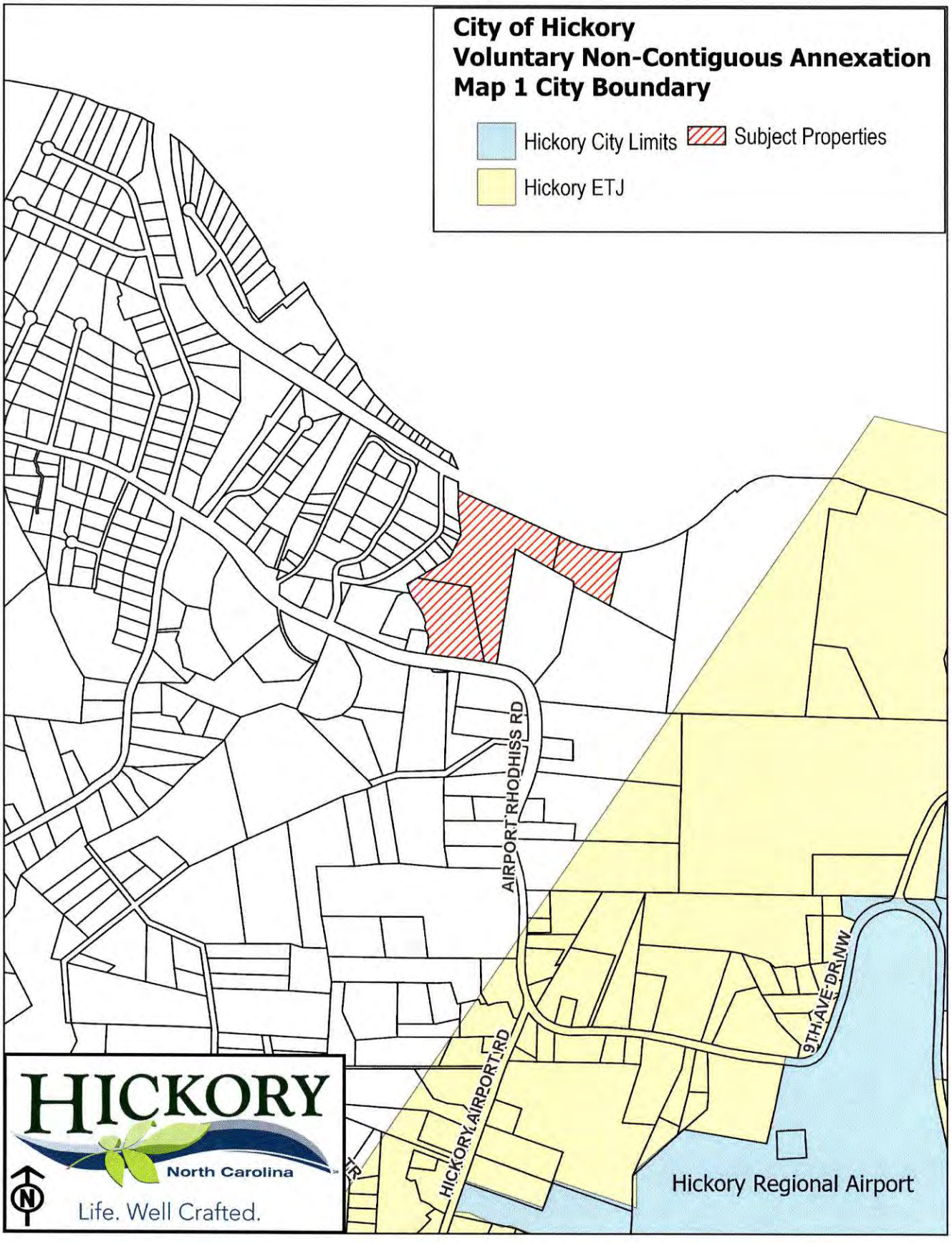
STAFF RECOMMENDATION: Upon evaluation staff has found the following:

1. The annexation petition complies with applicable statutes regarding the voluntary annexation of non-contiguous properties.

2. Adequate public services are available in sufficient quantities to properly serve the property, subject to the comments provided above.

3. The annexation of the property will not cause available public services to fall below acceptable levels.

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


City of Hickory
Voluntary Non-Contiguous Annexation
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Hickory City Limits
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HICKORY AIRPORT RD
Hickory Regional Airport
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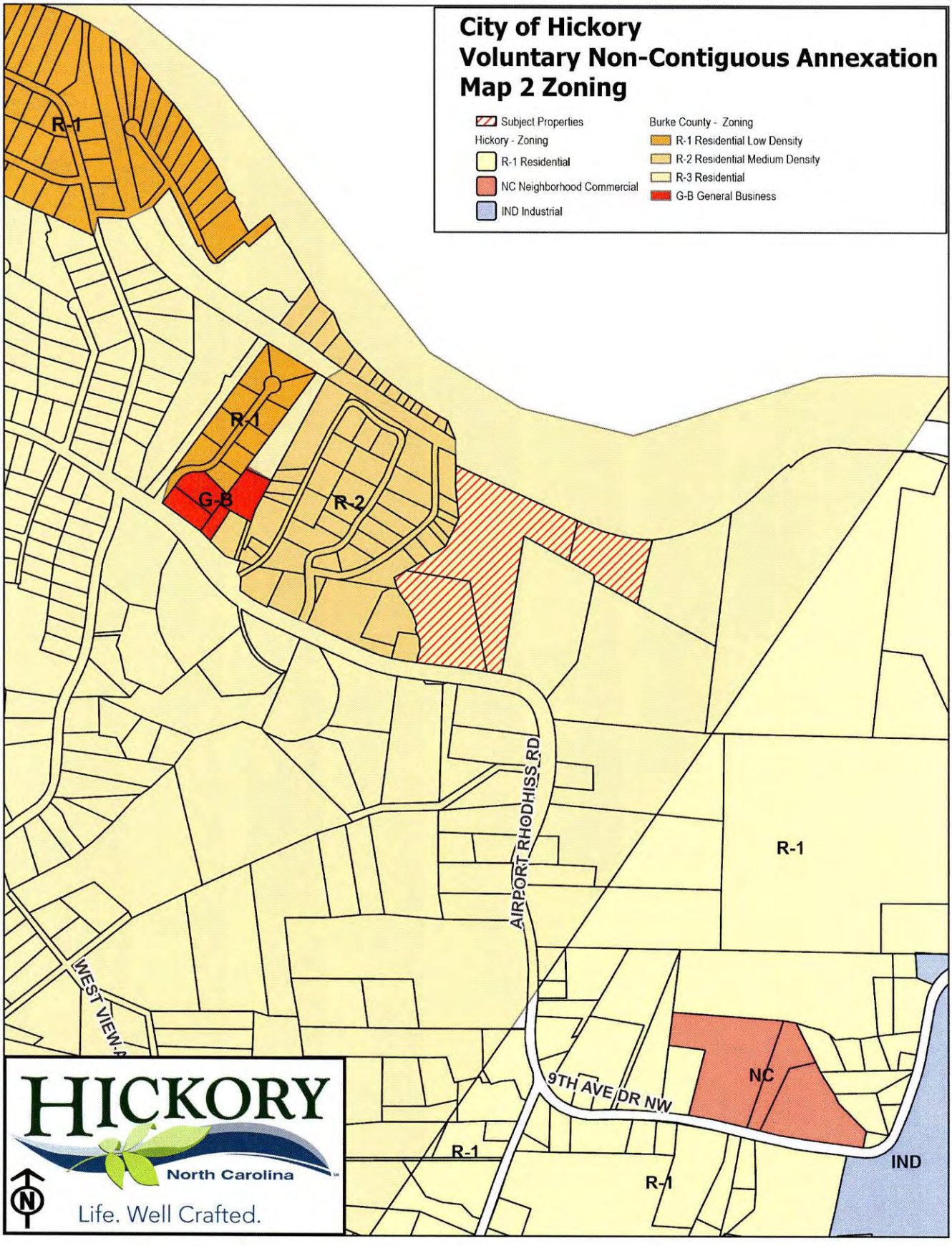
City of Hickory
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G-B General Business
R-1
R-1
G-B
R-2
AIRPORT RHODHISS RD
R-1
WEST VIEW
9TH AVE DR NW
NC
R-1
R-1
IND
HICKORY
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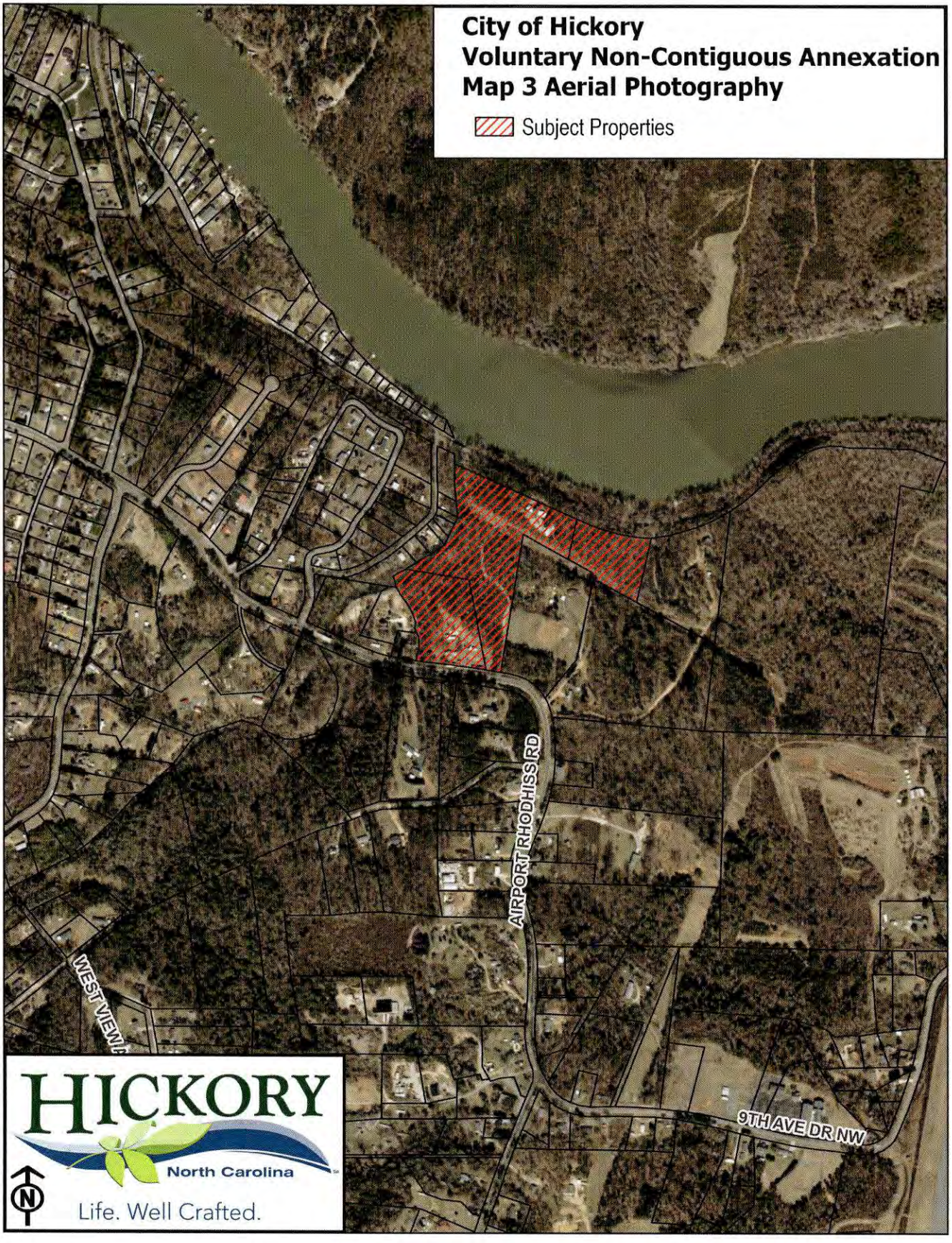
Life. Well Crafted.


City of Hickory
Voluntary Non-Contiguous Annexation
Map 3 Aerial Photography
Subject Properties
AIRPORT RHODHISS RD
9TH AVE DR NW
HICKORY
North Carolina
Life. Well Crafted.

Satellite Annexation

of the City of Hickory property located at

970 Airport Rhodiss Rd. Hickory, N.C. 28601

964 Airport Rhodiss Rd. Hickory, N.C. 28601

and Lot 2 Plat Book 32 at Page 132

Those certain parcels or tracts of land lying and being about 3.70 miles northwest of the center of the City of Hickory. Bounded on the north by Lake Hickory; on the east the lands of Cathy Darlene Winkler as described in Deed Book 1462 at Page 132, Stacy Winkler Morgan as described in Deed Book 1462 at Page 711 and Sia T. Yang and wife Ye X. Yang as described in Deed Book 1666 at Page 869; on the south by the lands of Henry Oliver Landry as described in Deed Book 2745 at Page 159, Michael L. Hart as described in Deed Book 2225 at Page 934 and Deed Book 810 at Page 487; on the east by the lands of Derrick C. Paparone and wife Alice H. Paparone as described in Deed Book 1563 at Page 198 and Deed Book 1698 at Page 467, Gwyn Wesley Wilson as described in Deed Book 2403 at Page 343, C. Rice and Associates, LLC as described in Deed Book 2841 at Page 773, Ronald B. Herman as described in Deed Book 2028 at Page 855, Monroe Levi Keller as described in Deed Book 723 at Page 174, Monroe Levi Keller and James Russell Keller as described in Deed Book 730 at Page 402 and Harvey Phil Houser as described in Deed Book 2116 at Page 967 and more particularly described as follow, to wit.

Beginning at a point in Airport Rhodiss Rd. and in the north line of the Henry Oliver Landry lands as described in Deed Book 2745 at Page 159, said point being located South 09 degrees 39 minutes 29 seconds West 22.50 feet from a ½" rebar, said rebar having N.C. grid coordinates (NAD 83/2011) of N 738,020.50, E 1,287,966.38 and running thence, with Airport Rhodiss Rd. and the north line of Landry, North 80 degrees 06 minutes 03 seconds West 65.02 feet to a point; thence, North 80 degrees 08 minutes 51 seconds West 17.73 feet to a point; thence, North 81 degrees 57 minutes 22 seconds West 99.00 feet to a point; thence, leaving Airport Rhodiss Rd., South 87 degrees 02 minutes 26 seconds West, passing a ½" rebar, the northwest corner of Landry and the northeast corner of the Michael L. Hart lands as described in Deed Book 2225 at Page 934, at 90.43 feet, for a total distance of 92.83 feet to a 1" pipe; thence, with the north

line of Hart, South 67 degrees 53 minutes 22 seconds West 99.10 feet to a 1" x 1 ¼" flat iron, the northeast corner of the Michael L. Hart lands as described in Deed Book 810 at Page 487; thence, with the north line of Hart, South 66 degrees 42 minutes 31 seconds West 89.97 feet to ½" rebar; thence, North 29 degrees 50 minutes 55 seconds East, passing a ½" rebar at 73.06 feet, said rebar being located North 83 degrees 33 minutes 38 seconds West 30.87 feet from a right-of-way monument, a total distance of 116.05 feet to a 5/8" rebar, the southeast corner of the Derrick C. Paparone and wife Alice H. Paparone lands as described in Deed Book 1563 at Page 198; thence, with east line of Paparone the following calls: North 00 degrees 02 minutes 08 seconds East 19.38 feet to a point in Airport Rhodiss Rd.; thence North 05 degrees 45 minutes 44 seconds East 38.04 feet to a 1" pipe, said pipe being located South 89 degrees 20 minutes 53 seconds West 60.32 feet from a right-of-way monument; thence N 14 degrees 07 minutes 12 seconds East 57.49 feet to a point; thence North 22 degrees 22 minutes 53 seconds East 26.49 feet to a point; thence North 00 degrees 12 minutes 07 seconds East 72.13 feet to a point; thence North 23 degrees 06 minutes 16 seconds West, passing a 5/8" rebar at 29.29 feet, a total distance of 60.12 feet to a point; thence North 15 degrees 15 minutes 08 seconds East 31.44 feet to a point; thence North 17 degrees 32 minutes 58 seconds West 70.95 feet to a point; thence North 27 degrees 12 minutes 54 seconds West 51.45 feet to a point; thence North 34 degrees 21 minutes 58 seconds West 80.92 feet to a nail at the base of a 1" pipe; thence North 27 degrees 01' 14" West 45.96 feet to a 1" pipe, the southernmost corner of the Gwyn Wesley Wilson lands as described in Deed Book 2403 at Page 343; thence, with the south line of Wilson, North 18 degrees 18 minutes 52 seconds East 80.08 feet to a point in Drowning Creek; thence with the run of Drowning Creek the following calls: with the southeast line of Wilson, North 56 degrees 49 minutes 42 seconds East 50.00 feet to a point; thence North 56 degrees 44 minutes 37 seconds East 256.19 feet to a point in the southeast line of the C. Rice and Associates, LLC lands as described in Deed Book 2841 at Page 773; thence, with the east line of C. Rice and Associates, LLC and the Ronald B. Herman lands as described in Deed Book 2028 at Page 855 and the Monroe Levi Keller lands as described in Deed Book 723 at Page 174, North 18 degrees 59 minutes 04 seconds East 226.00 feet to a point in the east line of Keller; thence with the east line of the Monroe Levi Keller and James Russell Keller lands as described in Deed Book 730 at Page 402 and the Harvey Phil Houser lands as described in Deed Book 2116 at Page 967, North 01 degrees 07 minutes 41 seconds West 357.00 feet to a point; thence North 19 degrees 42 minutes 19

seconds East 87.26 feet to a point at the mouth of Drowning Creek, the northwest corner of Tract 1 of the City of Hickory lands as described in Deed Book 2718 at Page 667; thence, along the bank of Lake Hickory, South 66 degrees 23 minutes 17 seconds East 805.28 feet to a ¾" pipe; thence South 75 degrees 21 minutes 37 seconds East 377.29 feet to a point in Lake Hickory; thence North 78 degrees 32 minutes 23 seconds East 90.98 feet to a point in Lake Hickory, the northeast corner of Tract 2 of the City of Hickory lands and the northwest corner of the Cathy Darlene Winkler as described in Deed Book 1462 at Page 132; thence, with the west line of Winkler, South 12 degrees 00 minutes 51 seconds West 600.41 feet to a point in the Duke Energy right-of-way, in the north line of the Stacy Winkler Morgan lands as described in Deed Book 1462 at Page 711; thence, with the Duke Energy right-of-way and the north line of Morgan, North 61 degrees 09 minutes 26 seconds West 294.73 feet to a ¾" pipe in the Duke Energy right-of-way and the easternmost corner of the Sia T. Yang and wife Ye X. Yang lands as described in Deed Book 1666 at Page 869; thence, with the northeast line of Yang, North 07 degrees 43 minutes 54 seconds West 41.61 feet to a 1/2" rebar, the northeast corner of Yang in the north line of the Duke Energy right-of-way; thence, with the north line of Yang and Duke Energy, North 61 degrees 17 minutes 29 seconds West 171.43 feet to a nail at a ½" rebar, the southeast corner of Tract 2 of the City of Hickory lands as described in Deed Book 2718 at Page 667; thence, continuing with the north line of Yang and Duke Energy, North 61 degrees 11 minutes 43 seconds West 313.67 feet to a nail at a ½" rebar, the northwest corner of Yang in the north line of the Duke Energy right-of-way; thence, with the west line of Yang, South 09 degrees 39 minutes 29 seconds West 884.63 feet to a ½" rebar; thence, continuing with the west line of Yang, South 09 degrees 39 minutes 29 seconds West 22.50 feet to the point of beginning. Containing 24.39 acres more or less.

This description was drawn from a map by James E. Carswell, P.L.S. L-4494, titled "Satellite Annexation of the City of Hickory property located at 970 Airport Rhodiss Rd. Hickory, N.C. 28601, 964 Airport Rhodiss Rd. Hickory, N.C. 28601 and Lot 2 Plat Book 32 at Page 132" dated August 14, 2026.

LAKE HICKORY

COUNCIL AGENDA MEMOS

To:	**City Manager's Office**
From:	**Stephen Craig, Fire Marshal**
Contact Person:	**Stephen Craig**
Date:	**August 19, 2026**
Re:	**Public Fireworks Display**

REQUEST
To obtain approval to issue a pyrotechnic display permit to PyroStar Entertainment for a fireworks display at the Hickory Motor Speedway for the below listed dates.

BACKGROUND
Kevin Piercy, General Manager of Hickory Motor Speedway, has submitted a request to obtain permission to conduct public fireworks displays on the following dates:

Saturday, September 19, 2026

The following would be a rain date:

Saturday, October 17, 2026

ANALYSIS
The North Carolina Fire Code requires an operational permit for the use and handling of pyrotechnic special effects material. The Hickory Fire Department Fire & Life Safety Division shall review all required documentation for the event, including Alcohol Tobacco and Firearm's (ATF) License, Operator and Assistant Operators Permits from North Carolina Office of State Fire Marshal (NCOSFM), Site Plan, and the one million dollar liability insurance policy. The Fire & Life Safety Division will also inspect the pyrotechnics display area before the event to ensure compliance with NCOSFM Guidelines, National Fire Protection Association (NFPA) NFPA 1123 Code for Fireworks Display, and NFPA 1126 Use of Pyrotechnics Before a Proximate Audience (if applicable).

RECOMMENDATION
Staff recommends approval of the above pyrotechnics displays.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Initiating Department Head	Date: 8-19-26		
Asst. City Manager Rodney Miller	Date: 8/21/26	Asst. City Manager, S. Miller	Date: 8-21-26
Finance Officer, Kari Dunlap	Date: 8/24/26	Asst. Finance Officer, C. McHargue	Date: 8-25-26
Y. Fox, ACM	Date: 8/21/26		

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

City Manager, W. Wood

8.25.26
Date

Revised: February 8, 2017

HICKORY MOTOR SPEEDWAY

Hickory Motor Speedway
3130 Hwy 70 SE
Newton, NC 28658

(828)-464-3655

To Whom it may concern,

I would like to put in a request to the Hickory City Council to conduct a Fireworks display at Hickory Motor Speedway September 19th 2026 at 9:00pm, with a rain date of October 17th 2026 @9:00pm

I appreciate your help in submitting this request and I look forward to hearing from you soon.

Sincerely,

Kevin Piercy

Kevin Piercy
Hickory Motor Speedway
General Manager

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Thomas Raper, Deputy Fire Marshal
Contact Person: Stephen Craig
Date: August 19, 2026
Re: Public Fireworks Display

REQUEST
To obtain approval to issue a pyrotechnic display permit to Pyro Shows Inc. for fireworks displays at the Hickory Crawdads stadium for the below listed dates.

BACKGROUND
Douglas Locascio, General Manager of the Hickory Crawdads, has submitted a request to obtain permission to conduct public fireworks displays on the following dates:

Tuesday, September 8, 2026

The following would be rain date:

Wednesday, September 9, 2026

ANALYSIS
The North Carolina Fire Code requires an operational permit for the use and handling of pyrotechnic special effects material. The Hickory Fire Department Fire & Life Safety Division shall review all required documentation for the event, including Alcohol Tobacco and Firearm's (ATF) License, Operator and Assistant Operators Permits from North Carolina Office of State Fire Marshal (NCOSFM), Site Plan, and the one million dollar liability insurance policy. The Fire & Life Safety Division will also inspect the pyrotechnics display area before the event to ensure compliance with NCOSFM Guidelines, National Fire Protection Association (NFPA) NFPA 1123 Code for Fireworks Display, and NFPA 1126 Use of Pyrotechnics Before a Proximate Audience (if applicable).

RECOMMENDATION
Staff recommends approval of the above pyrotechnics displays.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Initiating Department Head	Date		
Asst. City Manager Rodney Miller	Date	Asst. City Manager, S.Miller	Date
Finance Officer, Kari Dunlap	Date	Asst. Finance Officer, C. McHargue	Date
Y. Fox ACM	Date		

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

City Manager, W. Wood

Date

Revised: February 8, 2017

HICKORY CRAWDADS BASEBALL CLUB

2500 Clement Blvd NW, Hickory, NC 28601
Phone: 828-322-3000
www.hickorycrawdads.com crawdad@hickorycrawdads.com

August 11, 2026

To Whom It May Concern:

The Hickory Crawdads ask the City of Hickory to grant us permission to have a public fireworks display on the following date:

September 8th

The following date would be the rain date:

September 9th

This show will be similar in nature to the shows we have had at L.P. Frans Stadium for the last 33 years. We understand, if permission is granted from the City of Hickory, it does not alleviate us from the responsibility of applying for and obtaining the proper permits from the various city departments.

Thank you for your consideration of this request.

Thanks,

Douglas

Douglas Locascio
General Manager
Hickory Crawdads

Class "A" Affiliate of the Texas Rangers
Members of the Carolina League

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Community Appearance Commission

Contact Person: Wilson Elliott, Planning Department

Date: August 20, 2026

Re: Community Appearance Grant –Hickory Elks Lodge (Timothy Herndon as Applicant)

REQUEST

The Community Appearance Commission recommends City Council approval of a Community Appearance Grant for non-residential property owned by the Hickory Elks Lodge and occupied by a commercial building, located at 356 Main Ave NW in the amount of $10,000.00.

BACKGROUND

City Council created the Community Appearance Grant program to provide economic incentives for property owners to improve the general appearance of properties located within the City's designated Urban Revitalization Area. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is $7,500.00. Projects of extraordinary impact on the community and of exceptional architectural merit may be considered for funding in excess of the $7,500.00 ceiling with the majority recommendation of the CAC and approval of the City Council.

ANALYSIS

The grant proposal involves six total projects being undertaken by the Elks for their entire property. The major work is the enhancement of the landscaping, pavement, and painting of the exterior of the lodge, as well as the area surrounding the Veterans Memorial along the City Walk and Main Ave NW. The investment by the lodge is to dramatically change the outward appearance of the property to make it match the improvements along the City Walk. The property is located within the City's defined Urban Revitalization Area, and as such is eligible for the consideration of a Community Appearance Grant.

The applicant has provided two (2) estimates for the work listed above, the lowest estimates for the work total $29,904.00. If the Commission moves to approve the proposed grant at the lower of the estimates, the request qualifies for a $7,500.00 grant. Furthermore, and after consideration, the commission will move to grant a total of $10,000.00 due to the impact that the project will have on the overall area along the City Walk, as well as the overall downtown area itself.

The subject property's current tax value is assessed at $658,600.00. The requested grant amounts to 1.5% of the property's tax value.

RECOMMENDATION

The application was reviewed by the Community Appearance Commission. After consideration the Commission scored the application at 26 points out of a possible 36 points, which placed the application into the high category of scoring. Given the score, the Commission unanimously recommends funding of the grant application in the amount of $10,000.00.

BUDGET ANALYSIS:

Budgetary Action Is a Budget Amendment required?	Yes	No
	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier 8/20/26
Initiating Department Head — Date

Asst. City Manager Yaidee Fox — 8/21/26
Date

Asst. City Manager Rodney Miller — 8/21/26
Date

Asst. City Manager Steve Miller — 8-21-26
Date

Finance Officer, Kari Dunlap — 8/24/26
Date

Deputy Finance Officer, Cameron McHargue — 8-25-26
Date

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

City Manager, W. Wood

8.25.26
Date

HICKORY
North Carolina
Life. Well Crafted.

Office of Business Development

MEMORANDUM

To: Hickory City Council

From: Community Appearance Commission

Re: Community Appearance Grant –Hickory Elks Lodge (Timothy Herndon as Applicant)

Timothy Herndon, on behalf of Hickory Elks Lodge #1654 has applied for a Community Appearance Grant. The proposal involves improvements to a commercial building located at 356 Main Ave NW.

The grant proposal involves six total projects being undertaken by the Elks for their entire property. The major work is the enhancement of the landscaping, pavement, and painting of the exterior of the lodge, as well as the area surrounding the Veterans Memorial along the City Walk and Main Ave NW. The investment by the lodge is to dramatically change the outward appearance of the property to make it match the improvements along the City Walk. The property is located within the City's defined Urban Revitalization Area, and as such is eligible for the consideration of a Community Appearance Grant.

The applicant has provided two (2) estimates for the work listed above, the lowest estimates for the work total $29,904.00. If the Commission moves to approve the proposed grant at the lower of the estimates, the request qualifies for a $7,500.00 grant. Furthermore, and after consideration, the commission will move to grant a total of $10,000.00 due to the impact that the project will have on the overall area along the City Walk, as well as the overall downtown area itself.

The subject property's current tax value is assessed at $658,600.00. The requested grant amounts to 1.5% of the property's tax value.

Please refer to the attached materials for complete information.

Revised Application & Amount

Appearance Grant Application Form

Project Location Address: 356 Main Ave NW, Hickory, NC 28601

Applicant's Name: Timothy Herndon
Chairman, Board of Directors, Hickory Elks Lodge #1654

Applicant's Mailing Address: 470 Hughes Blvd
Hickory, NC 28601

Telephone: Day: 828-495-9396 Mobile: 910-750-2235

E-mail address: tahemdon3@gmail.com

Project Description: Hickory Elks Lodge #1654 is preparing to start an Appearance Project of our property located within the Urban Revitalization Area which will enhance the overall property, highlight the Elks' City of Hickory Veterans Memorial and have direct visibility along the City Walk, of which the Memorial is aligned. The project will consist of six sub-projects consisting of painting the building, repairing broken/cracked concrete walks, repairing/ upgrading the lawn, trimming of bushes, landscaping of the Memorial and in front of the south wall and trimming/removing surrounding trees. The overall cost will be $29,904, which the Elks Lodge will pay with our private investments. We are requesting the City assist with this project with a Grant to cover $14,950, which is just less than half of the project cost. These improvements will dramatically change the appearance of our property and accentuate the Memorial, which supports the City's initiative of continuing to improve and upgrade the City Walk. As a long-term member of our community located on Main Ave NW, the Lodge plans to not only paint but also repair the brick of the building and concrete walk, refurbish the lawn, trim bushes, landscape around the Veterans Memorial, trim trees around the Memorial and remove dead trees, assuring our longevity as an esthetic asset within Hickory. As our building is over 80 years old, we will maintain the architectural integrity of the structure & historic significance. These projects, aligned with our recently completed City of Hickory Veterans Memorial will be a highly visible contribution to the Urban Revitalization Area.

Specifically, we will pressure wash, seal and paint the west, south and east facing walls to match the recently painted northern wall, making it a consistent single color instead of the 3 different shades currently. It will mirror the current primary color. Several areas of our concreted walks are cracked and broken (per diagram). These will be cleared, framed and re-poured, removing potential hazards, and providing an additional Access Ramp to our City Veterans Memorial. Two Cherry trees shading the Veterans Memorial will be trimmed, along with large bushes along the south and west facing walls, dead trees along the east side of the parking lot will be removed (with new trees planted in the Fall, as well as removal of a small tree along the parking lot and bordering the ROW. The lawn between the building and the Memorial will be aerated, weeded and reseeded to provide a more suitable lawn for this area. Finally small shrubs will be planted behind the Memorial in a semi-circular pattern, along with mulch tracing the rear of the Memorial. The area in front of the building will be re-mulched as well.

Total Estimated Project Cost $29,904
Grant Request Amount $ 14,950

Required Attachments

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

Certification by Owner

I have completed the enclosed application and attached the items requested above. I have been adequately informed of the requirements of this grant (including eligible and ineligible activities) and the process for review of my application.

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

Owners Signature: _____ Date: 7/20/2026
(Owners signature must be notarized)

NORTH CAROLINA
CATAWBA COUNTY

I, Park R Patrick **, a Notary Public for said County and State, do hereby certify that** Timothy A Herndon **personally appeared before me this day and acknowledge the due execution of the foregoing instrument.**

Witness my hand and official seal, this the 20th **day of** July **,** 2026.

PARK R. PATRICK NOTARY PUBLIC CATAWBA COUNTY, NC

_____
Notary Public Park R. Patrick

My Commission Expires: April 3, 2030

catawba county MAKING. LIVING. BETTER. Geospatial Information Services

Real Estate Search

N
W E
S

1in=60ft

Parcel: 370206494702, 356 MAIN AVE NW HICKORY, 28601

Owners: HICKORY N C LODGE 1654 BPOE,

Owner Address: 356 MAIN AVE NW, HICKORY NC 28601-6158

Values - Building(s): $544,300, Land: $114,300, Total: $658,600

This map/report product was prepared from the Catawba County, NC Geospatial Information Services. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map or data on this report. Catawba County promotes and recommends the independent verification of any data contained on this map/report product by the user. The County of Catawba, its employees, agents, and personnel, disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map/report product or the use thereof by any person or entity.

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#2122

WARRANTY DEED.
STATE OF NORTH CAROLINA—Catawba County.

This Deed, Made this 10 day of July 19 50 by C L Herman, R G Abernethy, T P Bisanar, H H Foster, M P Lipe, P A Setzer, Joe W Shuford, M M Lowery and G F Ivey, ~~Trustees of the First Methodist Church of Hickory~~ of Catawba County and State of North Carolina, of the first part, to A E Witherspoon, G Norman Hutton, and A B Parker, Trustees of the Hickory Elks Lodge No. 1654 of Catawba County and State of North Carolina, of the second part:

WITNESSETH, that said parties of the first part in consideration of Ten Dollars and other valuable considerations Dollars to them paid by parties of the second part the receipt of which is hereby acknowledged, have(~~has~~) bargained and sold, and by these presents do(es) grant, bargain, sell and convey to said parties of the second part, their successors in office and assigns, a certain tract, lot, or parcel of land in Catawba County, State of North Carolina, adjoining the lands of and others, bounded as follows, viz.:

BEGINNING at the Northeast intersection of 10th Avenue and 15th Street in Hickory, and running thence with the margin of 10th Avenue 200 feet to a stake; thence North 175 feet to a stake; thence West 125 feet to a stake; thence North 5 feet to a stake; thence West 75 feet to a stake in the East margin of 15th Street thence with the margin of said street South 180 feet to the point of beginning.

This property is known as the First Methodist Church property, for c ain of title to which, see the following deeds to the Trustees of the Methodist Episcopal Church, South Book 50 Page 373 Book 86 at page 378; Book 297 at page 5, Catawba County Registry.

Rev. $99.00

TO HAVE AND TO HOLD the aforesaid tract, lot, or parcel of land, and all privileges and appurtenances thereto belonging to the said parties of the second part, their successors and assigns, to their only use and behoof forever.

And the said parties of the first part for them selves and their heirs, executors and administrators, covenant with said parties of the second part, their successors and assigns, that they are seized of said premises in fee and have (~~has~~) right to convey in fee simple; that the same are free and clear from all encumbrances, and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons, whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part ha ve hereunto set their hand(s) and seal(s), the day and year first above written.

Joe W. Shuford (Seal) C L Herman (SEAL)
H H Foster (Seal) M M Lowery (SEAL)
P A Setzer (Seal) M P Lipe (SEAL)
Attest: R G Abernethy (Seal) T P Bisanar (SEAL)
~~G F Ivey (Seal)~~

STATE OF NORTH CAROLINA, Catawba County.

, hereby certify that and his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance; and the said being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto. Let the instrument, with this certificate, be registered.

Witness my hand and notarial seal, this day of , A. D. 19
My commission expires (L. S.)

STATE OF NORTH CAROLINA, Catawba County.

I, T L Cilley, Notary Public, hereby certify that C L Herman, R G Abernethy, T P Bisanar, H H Foster, M P Lipe, P A Setzer, Joe W Shuford, M M Lowery and G F Ivey, Trustees of the First Methodist Church of Hickory, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance. Let the instrument, with this certificate, be registered.

Witness my hand and notarial seal, this 10 day of July A. D. 19 50
My commission expires Dec 14 1951 (LS) (L. S.) T L Cilley, Notary Public

STATE OF NORTH CAROLINA, Catawba County.

The foregoing certificate of T L Cilley, a Notary Public of Catawba County, is adjudged to be correct.

Let the instrument, with the certificate, be registered.

Witness my hand this 2 day of September A. D. 19 52
Eunice W Mauney, Deputy
Clerk Superior Court.

Filed for registration on the 2 day of Sept. 19 52 at 4:30 o'clock P M., and registered in the office of the Register of Deeds for Catawba County, N. C., this 3 day of Sept. 19 52 at 9 o'clock A M., in book 461 of Deeds, on page 207

Marguerite Smith
Register of Deeds.

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

CertaPro Painters of Hickory/Catawba Valley/High Country
747 4th Street SW 28602
P.O. Box 1978 28603
Hickory, NC 28602
(828) 855-6613

Full Worker's Compensation Coverage
Full General Liability

Exhibit
COMMERCIAL EXTERIOR
Proposal #: 3 Sides Only
Job #: JOB-1454-9022
Date 05/15/2026
SHERWIN WILLIAMS

JOB SITE

Hickory Elks
356 Main Avenue NW
Hickory, NC 28601
(828) 310-6692
lumberman1975@gmail.co

PREPARED BY

Nick Haskin
Head of Operations and Sales
828-855-4155
nhaskin@certapro.com

CLIENT

Elks Lodge
356 Main Avenue NW
Hickory, NC 28601
(828) 310-6692

CLIENT CONTACTS

Gary Gantt
M: (828) 244-2704
E: lumberman1975@gmail.co

PRICING:

Base Price:	$16,350.00
Subtotal:	**$16,350.00**
Total:	**$16,350.00**

GENERAL SCOPE OF WORK

Scope of work-
- Front, left and right side will be power washed and two coated.
- Current quote is for brick sidings only.

Excludes-
- Windows and doors
- Staircase on road side

All labor, materials and rentals equipment is included.

CertaPro with coordinate with the City of Hickory to shut down one lane of road while working on left side.

SealKrete Water Proofing Sealer/Primer can be added to the first coat of paint for an additional $1,100. This will help waterproof and seal the 3 sides.

INCLUDES AND EXCLUDES

INCLUDES:

- Brick Sidings

EXCLUDES:

- Anything else not specified in the proposal
- Any surface not specified in the proposal
- See above

$16,350
Waterproof/Seal $ 1,100
$17,450

SURFACE PREPARATION

- Caulk cracks and gaps
- Scrape loose and peeling paint
- Spot prime bare wood
- Sand and deglass to promote adhesion

STANDARD LEVEL OF PREP

Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following:
- Wash or wipe down surfaces being painted.
- Scrape and sand loose and peeling paint. Please Note** Scraping and sanding will not result in a smooth finish. There will be ups and downs where paint was removed.
- Spot prime bare wood and/or metal in areas being painted. We do not spot prime areas being stained.
- Caulking and wood filling as needed. We only caulk areas that were previously caulked and are missing or failing. We only remove caulking that is failing.
- Masonry Patching where needed. Please Note** Masonry patching will not mimic the current texture of the masonry surface.

This level of prep **DOES NOT** include (Unless specified otherwise in this proposal) the following:
- Wood replacement
- Fixing imperfections that require feather sanding and bondo application.
- Full recaulking if caulk is not failing or missing.
- Glazing of windows panes. Loose glazing will be removed. We are re-glazing these areas only.

SET-UP

CUSTOMER TO:
Submit and confirm colors and sheen choices at least 5 days before project start , Have trees & shrubbery trimmed at least 18" from home's exterior , Keep vehicles away from work areas

CERTAPRO WILL COVER & PROTECT
Walkway , Light fixtures and security cameras , Flower beds , Driveway

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the properly or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Front			
Siding - Brick - Spray and Back Roll/Back Brush	SuperPaint-Acrylic Latex-Satin	2 / 0	Match
Wash			
Left Side (Road Side)			
Siding - Brick - Spray and Back Roll/Back Brush	SuperPaint-Acrylic Latex-Satin	2 / 0	Match
Wash			
Right Side			
Siding - Brick - Spray and Back Roll/Back Brush	SuperPaint-Acrylic Latex-Satin	2 / 0	Match
Wash			

ADDENDUM - ALL PICTURES

Front

NOTES

OUR CERTAINTY SERVICES SYSTEM: To ensure that the project meets your expectations, we will:

- Meet with you at the beginning of the project to ensure all information is up to date and accurate.
- Communicate with you to inform you of what has been completed and any possible
- issues.
- And finally, have you do a final inspection with us to make sure that you are satisfied with the completed project.

This Proposal is also your Final Invoice. Proposal will be updated as needed to account for add-on's, changes in work scope, or customer decision to remove quoted work.

PAYMENT METHODS:

We accept checks, cash, and credit cards. A3.5% fee will be added to cover credit card charges
If paying with check please make out to CertaPro Painters.
Unfortunately, CertaPro cannot except combined offers (Ex: Mailed Discount + EZ Pay or Seasonal Discounts).

ADDITIONAL NOTES

ROTTING WOOD

If rotted wood is identified during the painting project, you will be notified. It is not always possible to identify rotting wood during the estimating process. CertaPro can provide carpentry services on a Labor & Materials basis.
Carpentry done as Labor & Materials will be charged at $65.00 per man-hour and materials as cost plus 15% handling.

Additional Painting done as Labor & Materials will be charged at $55.00 per man-hour and materials as cost plus 15% handling.

SIGNATURES

CertaPro Painters Authorized Signature Date

Authorized Client Signature Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

☑ By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchisee shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the Independent Contractor will have to charge for time and material expenses incurred in the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE RELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Painters of Hickory/Catawba Valley/High Country**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

_____ _____

(Buyer's Signature) (Date)

LIMITED TWO YEAR WARRANTY

Peace of Mind with our Two-Year Limited Warranty

At CertaPro Painters®, our promise has always been that of Certainty—reassuring our customers of a worry-free and easy property improvement. Our limited two-year warranty can help provide you with some peace of mind as CertaPro Painters refreshes your space.

Subject to the limitations set forth below, for a period of two years from the date of completion of the work described in your contract, the independently owned and operated CertaPro Painters franchised business identified on your contract ("CertaPro" or the "CertaPro Business") will repair any peeling, blistering, or chipping paint resulting from defective workmanship.

How to Make a Warranty Claim

In order to make a valid warranty claim, you must:

- Retain a copy of the original contract.
- Have proof that you made payment in full.
- Make the property accessible to CertaPro to inspect and perform any warranty work and/or repairs.
- Pay for the cost of all materials used to perform the repairs.

As soon as you become aware of a potential warranty issue, you should contact the CertaPro Business named in your contract to submit a claim and schedule an inspection of your property. You may also send an email to customersforlife@certapro.com or call (800) 462-3782.

Warranty Limitations

This two-year warranty does not cover or include:

- Any work where CertaPro Painters did not supply the paint or other materials.
- Any work which was not performed entirely by CertaPro Painters.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of materials required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design, permits moisture to collect. Such surfaces include, but are not limited to, decks, railings, stairs, porches, roofs, and gutters.
- Exact paint match, as environmental conditions will affect the color and finish of all paints over time.
- Any issues that are caused, in whole or in part, by manufacturing defects in the paint, stain, or other products and materials used, regardless of whether the products or materials were supplied by CertaPro Painters or the customer.
- Bleeding caused by knots, rust, or cedar.
- Cracks in drywall, plaster, or wood.
- Peeling, blistering, or chipping caused by:
    - mill-glazing from smooth cedar
    - ordinary wear and tear
    - abnormal use or misuse
    - peeling of layers of paint existing prior to the work performed by CertaPro Painters
    - design, structural, or other latent defects
    - settling or movement
    - moisture content of the substrate
    - nail pops or other imperfections in siding or trim
    - abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from the use of chemicals or cleaning agents or exposure to harmful solids, liquids, or gases
    - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar causes beyond the control of CertaPro Painters

This Warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions may not apply to you.

This Warranty is the only express warranty made by the CertaPro Business and is in lieu of all other warranties, express or implied. This warranty covers only those services provided by the CertaPro Business to the original customer named on the front of the contract and is not transferable. In no event shall the CertaPro Business be liable for incidental or consequential damages or damages in excess of the original contract price. This warranty may not be altered or extended for any purpose unless done so in writing in a document executed by all parties to this contract.

Hickory ELKS 1654
joeelko1869@gmail.com
(828) 781-8879
1654 Hickory

Proposal #	3033315
Proposal Date	6/30/2026
Proposal Amount	$20,500.00
Job Address	1654 Hickory

Modern Painting LLC
14th St NW
Hickory, NC 28601
Phone: (828) 201-7002

Line Items

Product / Service	Quantity	Price	Subtotal	Tax	Total
Exterior Painting **Preparation:** • Pressure Wash Exterior brick • Two coat of paint • one coat of Seal Krete **Application Areas:** • Repaint Three sides of building, East, South and West sides • We are only painting bricks **Brand of Paint:** • Sherwin-Williams **Product:** • SuperPaint **Sheen:** • Satin **This prices is for renting a boom lift and for all material and labor .** **This quote does not include:** • Concrete Walkways, Porches, or Decks • We don't do any Masonry work • Galvanized Metal • Screen Enclosure Metal • Attached or Detached Structures unless otherwise stated **Any unforeseen damages or repairs will be an additional charge unless otherwise stated.*	1.00	$20,500.00 / Ea	$20,500.00	$0.00	$20,500.00

Subtotal	$20,500.00
Tax	$0.00
Total	$20,500.00

Proposal Summary

Line Item Total	$20,500.00
Proposal Total	$20,500.00

Terms and Conditions

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Sign And Date To Accept Proposal:

Customer Signature: Date:

west wall

South Wall

East Wall

ESTIMATE

High Country Concrete Services LLC
3904 Kanipe Dr
Newton, NC 28658-9144

admin@highcountryconcretenc.com
+1 (828) 270-4382

Bill to
Joe Elko
356 Maine Ave NW
Hickory, NC 28601

Estimate details
Estimate no.: 1134
Estimate date: 06/01/2026
Expiration date: 06/29/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Labor, Grading, Materials and Concrete all Inclusive**	Rip and repour for all 3 areas	1	$2,930.00	$2,930.00
2.	**Change order**	Adding a section of 46x7 sidewalk. 4 yards of concrete material needed.	1	$2,840.00	$2,840.00

Total **$5,770.00**

Expiry date 06/29/2026

Accepted date **Accepted by**

Juniors Quality concrete LLC

ESTIMATE

6/29/2026

Street Address
Hickory NC
(828)-291-0152

TO:
Hickory Elks 1654
356 Main Ave NW
Hickory NC

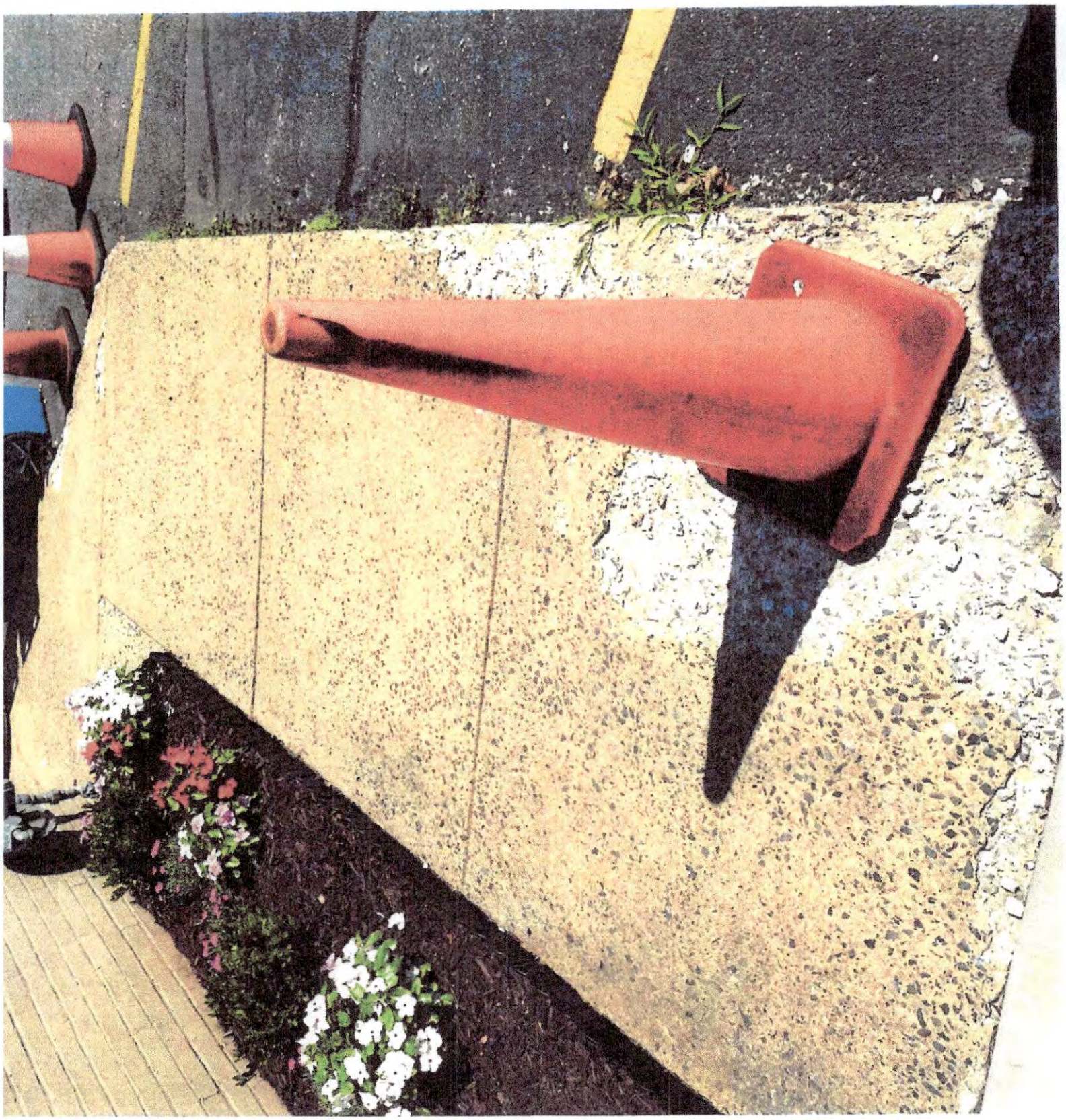
Removal, form, grade and pour 4000 PSI Fiber Concrete 5" thick.

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					30 Days

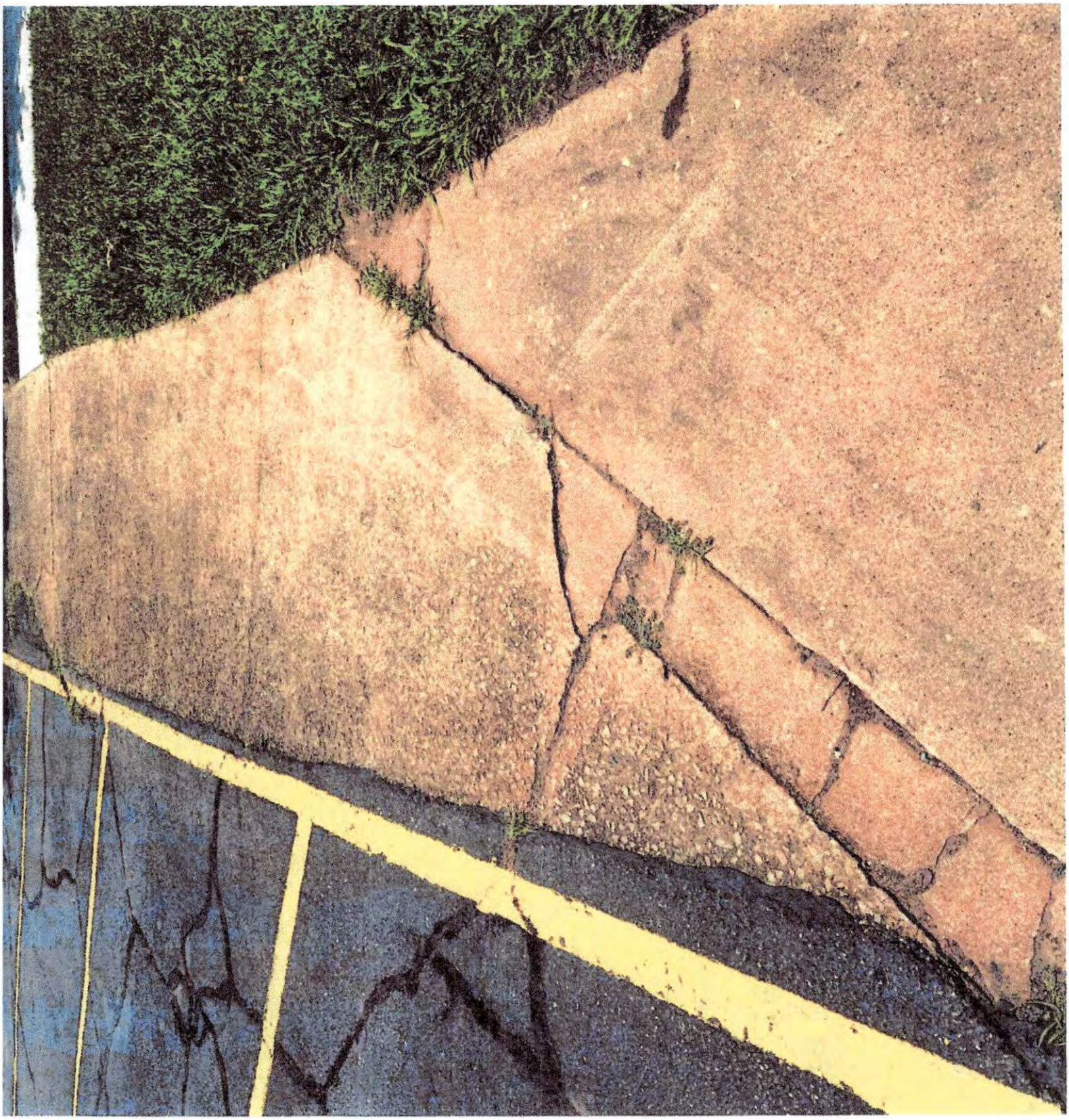
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3 section	24'X5'4' 22'X5'4" 47'X7'		$7800.00

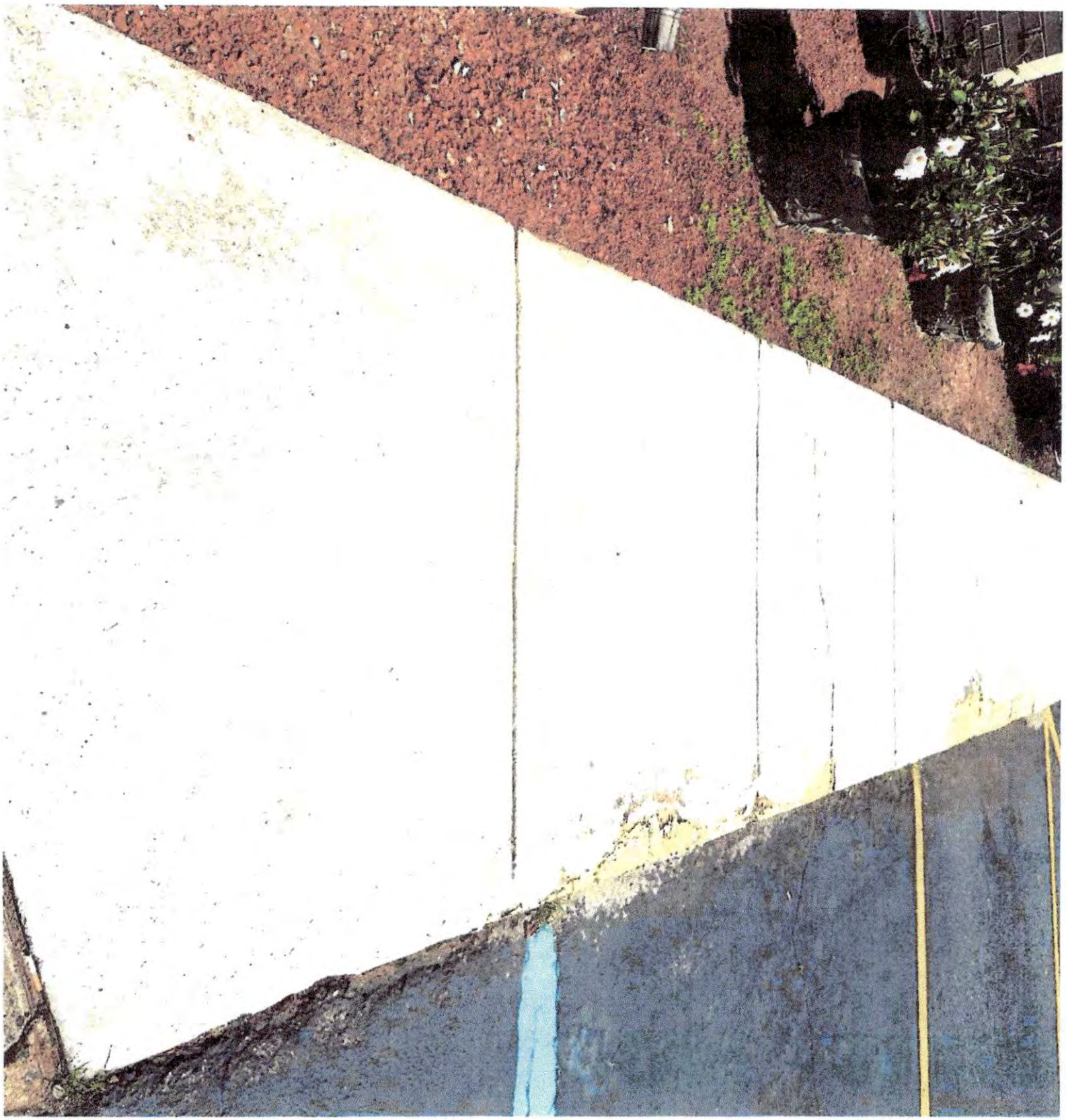
SUBTOTAL	
TOTAL DUE	$7800.00

THANK YOU FOR YOUR BUSINESS!



24 x 5'-4"





Weed Man

Quote For Care

P.O. Box 1167 - Denver, NC 28037
704-822-6620 - lake.norman@weedmanusa.com
lake-norman.weedman.com
facebook.com/weedmanlakenorman

*We are a continuous service, & will return each year...

Joe Elko

356 Main Ave NW
Hickory, NC 28601

Customer #: LKN-1185986 06/22/2026

CHOOSE "YOUR" APPROACH!

In regard to your property located at: 356 Main Ave NW

We are grateful for the opportunity to provide you with a little taste of how Weed Man can help you with your lawn care needs. We hope to welcome you into the Weed Man family soon! Our goal is to offer a full menu of solutions that allow you to choose the best approach for your own lawn: An approach that fits within your budget as well as allows you to be as aggressive as you choose to be. Weed Man can intensify, or deintensify, your plan of attack at any time. Successful lawn care is less about the lawn & more about our relationship. We are confident that our offerings work amazingly well, the best in the industry in fact. But... We can't stress enough how important it is for you to keep in touch with us continuously as well as for you to have a clear understanding of what to expect out of our partnership. Our goal is green & weed free, unfortunately it is not possible all of the time. The smarter we both are, the better our relationship will be. Navigate through the steps layed out below, choose the approach that works best for you. Please feel free to reach out to talk through your program decisions, or to schedule a walk across the lawn to chat. Let's get started today.

STEP 1: PICK YOUR PROGRAM

Option 1 - Weed Control Only Program @ $61.00 per visit
- 7 visits on a full season applied every 4 - 8 weeks. Great solution if you have lawn nutrients & pH management covered. Thick, happy turf increases weed control success. To ensure results, we do not offer single services.

Option 2 - Basic Lawn Health Treatment Program $84.00 per visit
- 8 visits on a full season applied every 4 - 8 weeks. This program handles the "basics": Seasonal fertilization, nutrients, weed control for controllable weeds, & protection against armyworms/grubs. To ensure quality, we do not offer single services.

STEP 2.1: HOW DO YOU WANT TO HANDLE SUMMER STRESSES IN FESCUE?

Why do you have to seed fescue lawns most falls? Fescue is stressed from May - September by diseases & insects on top of normal drought/heat stress. There are 3 ways to approach summer stresses in fescue:

1. Allow the summer to run its course, plan a fix for any turf loss with an aggressive fall seeding. Summertime can get ugly.
2. Be reactive: Treat disease/insect pressures w/ 2 - 3 curative Disease & Insect Controls, hoping to catch any damage prior to much turf loss. You see the lawn much more often than we do, this is where your keeping in touch responsibilities are critical.
3. Be proactive: Book 5 - Disease & Insect Controls to proactively prevent summer stress turf loss, thus carry more turf into seeding time. Less turf loss over the summer means a greener, thicker lawn all year. Apps every 25 - 28 days May- Sept.

STEP 2.2: UNDERSTANDING WEED CONTROL

There are 3 kinds of weeds in fescue as they relate to our program choices. Some weeds can be be controlled within an application or two, some take a season or more to thin out, & others take a special process to control in fescue:

1. Treatments for existing weeds work on just that, existing weeds. Weeds that sprout days following our treatments are not controlled. For this reason, we offer free touch-ups for controllable weeds between all program visits, just keep us posted.
2. Preemergents applied prevent specific weeds that germinate from seed, like crabgrass & spurge. 100% prevention is tough, or next to impossible, for a number of reasons. Our program covers postemergent control as breakthrough occurs.
3. Weeds like dallisgrass, orchardgrass, bermuda (wiregrass), poa triv, poa annua, etc need a special process in fescue beyond our program choices for control. Desirable fescue may be a casualty, w/ reseeding needs likely.
4. Not only is there a large, natural seed bank in the soil itself, but more weeds are brought in by animals, humans, & weather. Weed seeds are also introduced when weedy fescue seed is applied during seeding time. The weed battle will continue forever.
5. Weeds "come back" because they never left. Many weeds take more than one app to control as initial attempts only kill part of the plant, allowing for rejuvination. Our techs book free follow-ups in most cases where hard to control weeds are present.

STEP 2.3: SEEDING & SOIL SOLUTIONS IN FESCUE

The red clay soil in our area is one of our biggest challenges. Infusing organic matter & applying heavy lime to fix pH imbalances will make great strives in improving the overall health of the lawn. Also, most fescue lawns need to be aggressively aerated & seeded every fall, especially early in the 3, 5, 8 year process to work the problem areas out of the lawn. An investment in select services over the next several falls will pay big dividends down the road.

Many customers book our 3-Step Fall Tune-Up each season:

1. Multi-Pass Aeration & Seeding: Extremely aggressive process, weed-free tall fescue seed
2. Organic Soil Enhancement: Suppresses diseases, increases microbes to help breakdown thatch, increases water retention, etc
3. Corrective Lime: Bad soil = bad turf! Lime fixes pH levels in the soil, allowing applied nutrients to be taken up effedently

WE CARE FOR YOUR LAWN! Remaining yours truly: Sam, Brandi, & the rest of the Weed Man Team!

Detach to book services, for snail mail processing of payments, or to enrollment in a WORRY-FREE payment option: 06/22/2026

STEP 1: PICK YOUR PROGRAM
PREPAY TO SAVE 5%!

☐ **Option 1 - Weed Control Only Program @ $61.00 ea.**
☐ **Option 2 - Basic Lawn Health Treatment Program @ $84.00 ea.**

$984.00

STEP 2: DECIDE HOW TO HANDLE THE "BEYOND THE BASICS" SERVICES FOR YOUR LAWN

SUMMER STRESS PROTECTION

Fescue is stressed from May - Sept by diseases & insects on top of normal drought/heat stress. Proactive or reactive treatments help prevent turf stress/loss.

Disease & Insect Control 1	☐	$105.00
Disease & Insect Control 2	☐	$105.00
Disease & Insect Control 3	☐	$105.00
Disease & Insect Control 4	☐	$105.00
Disease & Insect Control 5	☐	$105.00
Fire Ant/Insect Control	☐	$84.00 ea.
Grub/Armyworm Control	☐	$84.00
Mole/Vole Repellent	☐	$105.00 ea.
Mosquito Hero - 8 apps	☐	$69.00 ea.

SPECIALTY WEED CONTROL

Weeds are inevitable in lawns, they take persistence. Working the weed history down is crucial. Certain weeds are easy to control, some take multiple applications/ seasons to control, others take a special process to control.

Kill Uncontrollable Weeds: Section(s) - 2 apps	☐	$124.00 ea.
Kill Existing Growth: All Lawn Area(s) - 2 apps	☐	$84.00 ea.
Postemergent Crabgrass Control # ___	☐	$84.00 ea.
Bermuda in Fescue Suppression - 3 apps	☒	$105.00 ea.
Poa Annua Suppression in Fescue - 2 apps	☐	$84.00 ea.
Organic Soil Enhancement - Summer	☐	$237.00
Warm Season Double Aeration - Summer	☐	$0.00

SEEDING & SOIL SOLUTIONS

Due to turf thinning associated w/ summer stress turf loss many/most fescue lawns need to be seeded every fall. Fall is also a great time to fast track soil fixes by infusing organic matter as well as applying heavy lime to adjust pH issues.

Multi-Pass Aeration & Seeding	☒	$425.00
Organic Soil Enhancement - Fall	☒	$237.00
Double Aeration - Fall	☒	$201.00
Corrective Lime Application	☒	$121.00
100 - White Marking Flags - Nailed	☐	$20.00
Weed Free Tall Fescue Seed - 50lbs	☒	$0.00

You may book services or make payments online @ https://customer.weedman.com

Prepayment, Equal Monthly Billing, & Auto-Charge Options: Joe Elko Customer #1185986

Prepaying by: ○ Check ○ Bank account draft ○ Debit/credit card draft ○ Charge my debit/credit card after each application
○ Add extra services to my existing monthly ○ Prepayment for selected extra services is ○ Draft my checking/savings account after each visit
○ Equal Monthly Billing Draft: ○ Bank account ○ Debit/Credit ○ On ~ 7th ○ On ~ 15th ○ On ~ 21st ○ On ~ 28th

Credit/Debit Card #: _____ Exp: _____ Prepay Amount: _____

Bank Account #: _____ Bank Routing #: _____ Signature: _____

BASIC	
- Lime	$70.00
- Late Summer/Early Fall	$70.00
AERATION & SEEDING	
- Aeration & Seeding	$450.00
SPECIALTY WEED CONTROL	
- Specialty Weed Control	$140.00

Total Service Amount $730.00

Payment Amount $730.00

**Too late to do this season and/or not applicable - Prices Reflected Are Standard Price Unless Noted*

TailorMadeLawns
Mosquito Control • Perimeter Pest

Thank you for Considering us...

Dear Joseph,

We do try very hard to provide great service and results at a fair price. We treat your lawn with the highest quality products applied by trained technicians resulting in the beautiful lawn you desire.

We hope you will take advantage of the attached offer to begin your professional lawn care service starting with your next treatment.

We appreciate having had the opportunity to be considered as your lawn care professional.

Sincerely,

Michael Martin
CSM/GM
(828) 465-4070
michael@tailormadelawns.com
http://tailormadelawns.com

Account Number:
180191

Service Address:
Joseph Elko
356 Main Ave NW
Hickory, NC 28601

Billing Address:
Joseph Elko
356 Main Ave NW
Hickory, NC 28601

$730.00
(PAGE 2)

Estimate Services

Exhibit VIII.J.

ES Hedge Works

413-824-7209

"YOUR HEDGE EXPERTS"

240 6th Street SW • Hickory, NC 28602

Date: _____

Bill To: Elk Lodge Estimate

Address: For cutting Bushes

Phone: _____

E-Mail: _____

Item / Service	Price
Estimate For work	$ 350.00
For trimming of Bushes	
Around the ELKS Lodge	
Labor & Disposal	

THANK YOU!

Subtotal: $ _____

Taxes: $ _____

Total Charges Due: $ 350.00

Received By: _____ **Date:** _____

ELKS

MEMORIAL LANDSCAPING
PROPOSAL & BID PACKAGE

ENHANCE • HONOR • PRESERVE

833-756-ACTS | achristiantouchservicesllc.com | Serving North Carolina

PROJECT OVERVIEW

This proposal includes professional bush trimming, removal of overgrown and scattered plant material, and installation of a clean, balanced, low-maintenance landscape design.

The new layout will enhance the beauty, structure, and meaning of your memorial while requiring minimal ongoing care.

AFTER (CONCEPT)

BEFORE PHOTOS

SCOPE OF WORK

- Bush trimming for improved appearance and structure
- Remove overgrown, scattered, and unwanted plant material
- Install (6) Hetz Midget Arborvitae
- Install (34) Liriope plants (Variegated or Royal Purple)
- Install fresh mulch to a 4.5' depth around all plantings
- Clean up all debris and leave site tidy and ready to enjoy

INVESTMENT SUMMARY

ITEM	QTY	UNIT PRICE	TOTAL
Hetz Midget Arborvitae	6	$25.00	$150.00
Liriope (Variegated or Royal Purple)	34	$7.50	$255.00
Mulch (Black Hardwood) (~12 cu. yd.)	—	$40.00 / cu. yd.	$480.00
Bush Trimming, Landscape Preparation, Installation & Cleanup	—	—	$1,100.00
TOTAL INVESTMENT			**$1,985.00**

All plants are low-maintenance, evergreen, and selected for year-round beauty.

PLANT SELECTION

HETZ MIDGET ARBORVITAE

- Evergreen year-round
- Compact and tidy
- Low maintenance
- Grows 2–3' tall and wide

LIRIOPE (Variegated or Reyal Purple)

- Evergreen ground cover
- Low maintenance
- Drought tolerant
- Provides texture and contrast

AFTER (CONCEPT) - MULTIPLE VIEWS

WHAT'S INCLUDED

- ☑ All plant material & mulch
- ☑ Delivery and installation
- ☑ Bush trimming & landscape preparation
- ☑ Full cleanup & haul off of debris
- ☑ Labor and professional installation
- ☑ Final walkthrough

PROJECT NOTES

- Fresh mulch will be installed to a depth of approximately 4.5' around all new plantings.
- Mulch helps retain moisture, suppress weeds, and protect roots.
- All plantings are selected for low maintenance and long-term durability.

PROJECT TIMELINE

Estimated completion: 1–2 days (weather permitting)

- Day 1: Site prep, bush trimming, and plant installation
- Day 2: Mulch installation and final cleanup

ACCEPTANCE

We appreciate the opportunity to serve and honor this important space. We are committed to quality workmanship and excellence in every detail.

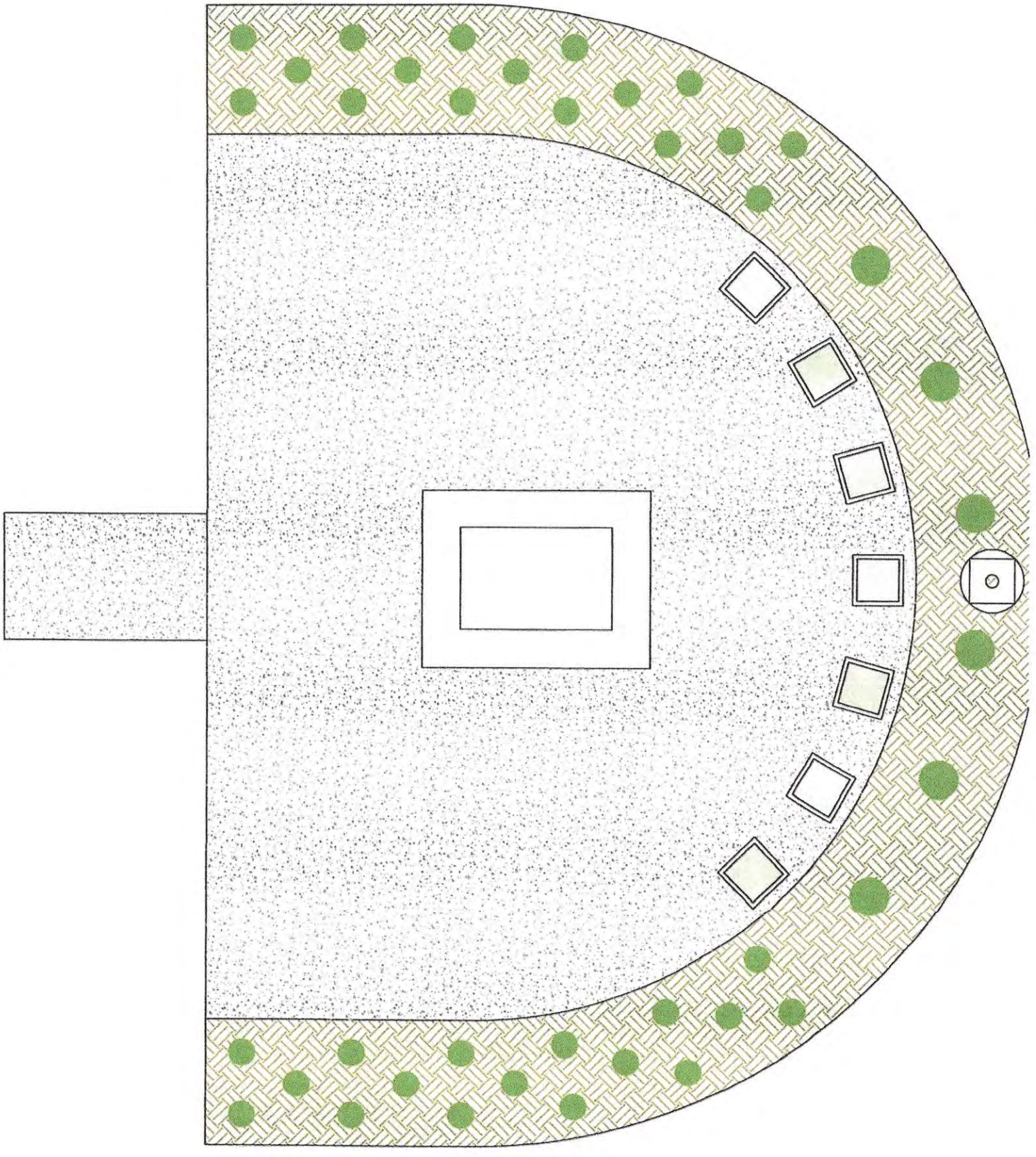
Signature: _____

Date: _____

BBB A+ ACCREDITED BUSINESS

Frank O'Keefe
Owner / Operations Manager
A Christian Touch Services LLC

QUALITY WORKMANSHIP. LASTING IMPROVEMENTS. BEAUTIFUL RESULTS.



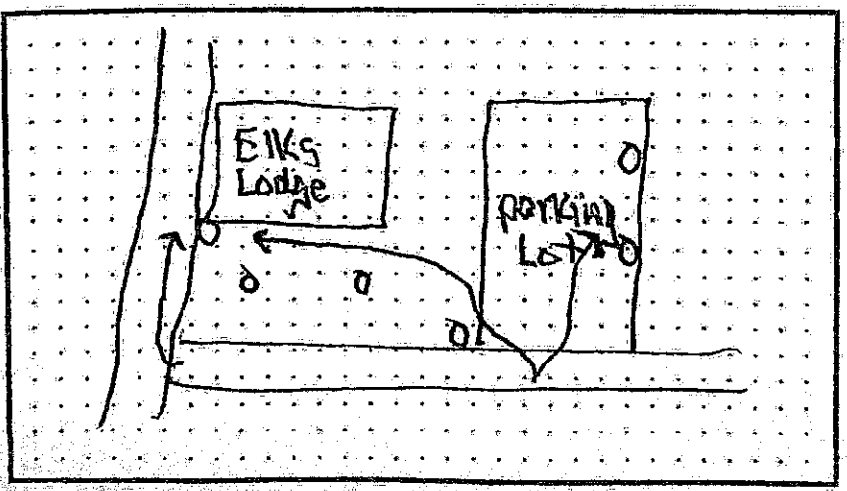
Tim 828-310-4141

(828) 640-0535
31 Fox Farm Road, Hiddenite, NC 28636
TaylorsvilleTreeCare@gmail.com
TaylorsvilleTreeCare.com

TAYLORSVILLE TREE CARE, LLC

Date: 7-17-26	Phone: 828-310-6692
Name: Robert Brisben c/o Elks Lodge - Hickory	
Address: 356 Main Ave NW Hickory NC 28601	
Estimator: Tim	

Job Description:	
1-small dogwood-removed-flush cut	
2-Cherry Trees (ornamental) pruned back some but DO NOT go back as far as the original topping knuckles.	
1-Sawtooth Oak-one branch removed touching the building also prune out all dead wood.	
2-Dying Willow Oaks removed	$4,500
Stumps Ground of the Dying Willow Oaks	$400
* Asseparate check needs to be made out to "Wilkes Stump Grinding	
All thees on property we deal with-we will chip all limbs, haul any wood away and clean up any mess made	Total:



Notes:
Crane & Bucket
Skids
chipper & chip Truck
Not sure if room for D Hauler

Customer Signature/Date:

9:50
◀ Messages

Robert Brisben
175 18th Street Northwest Hickory, North Carolina 28601
828-310-6692

Sent on Jul 15, 2026

Tree trimming

Trimming of trees in front of building

Tree touching building

Removal of trees and stump by sidewalk

QTY.	UNIT PRICE	TOTAL
1	$2,500.00	$2,500.00

Tree trimming

Additional quote for Removal of 2 decaying oak trees in parking lot with stump

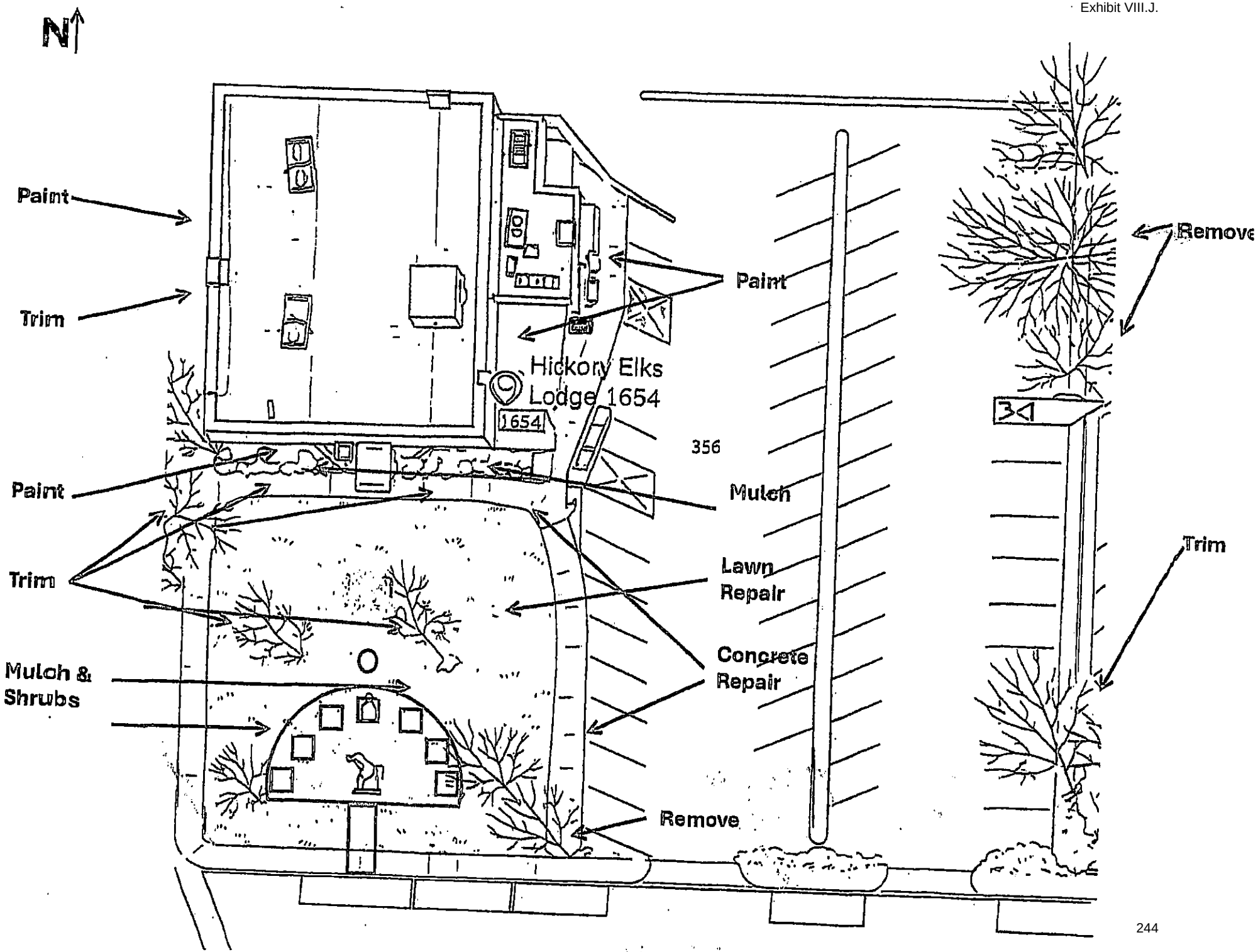
QTY.	UNIT PRICE	TOTAL
1	$9,500.00	$9,500.00

Subtotal	$12,000.00
Total	**$12,000.00**

You can pay over time

etjobber.com

GILLS


N
Paint
Trim
Paint
Trim
Mulch &
Shrubs
Hickory Elks
Lodge 1654
1654
356
Paint
Mulch
Lawn
Repair
Concrete
Repair
Remove
Remove
341
Trim

Materials

Brick Power Wash
Masonry Patch
Mortar Caulk
SealKrete Water Proofing/Primer
SuperPaint Acrylic Latex-Satin Paint
4 Yards Concrete
Rebar Support for Concrete
Fescue Grass Seed
Organic Soil Enhancement
Lawn Lime
6 Hetz Midget Arborvitae #3
24 Royal Purple Liriope
3 yards Mulch

Selected Bids & Cost Summary

Painting	CertaPro Painters of Hickory	$ 17,450.00
Concrete	High Country Concrete Services	$ 5,770.00
Lawn Refurbish	Weed Man	$ 984.00
Trim Bushes		$ 350.00
Landscaping		$ 450.00
Tree Removal		$ 4,900.00
		$ 29,904.00

This Application is requesting the City Grant to only assist with the Painting, which is a Total of **$17.450**.

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

STATE OF NORTH CAROLINA

COMMUNITY APPEARANCE GRANT AGREEMENT

COUNTY OF CATAWBA

THIS AGREEMENT, made and entered into this day of , 2026, by and between the **CITY OF HICKORY**, a municipal corporation of Catawba County, North Carolina, hereinafter referred to as the CITY, and having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, and **Hickory Elks Lodge #1654,** referred to as the RECIPIENT, and having a mailing address of 356 Main Ave NW, Hickory, NC 28601.

WITNESSETH

THAT WHEREAS, the City is dedicated to the visual and functional improvements of properties within its Urban Revitalization Area (URA); and

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

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

1. The Recipient agrees to utilize the grant funds to fulfill that project described in the Community Appearance Grant standards and to utilize said funds solely for physical improvements. Said application is made a part of this Agreement and incorporated herein by reference as if more fully set forth.

2. The Recipient agrees to improve those premises in accordance with the City Community Appearance Grant program.

3. The Recipient agrees to maintain the design integrity of the proposed improvements, creating, retaining and/or modifying those elements which enhance the premises.

1. The Recipient agrees to abide by and conform all construction, rehabilitation, renovation, demolition, and landscaping undertaken pursuant to this agreement to all applicable laws of the United States, the State of North Carolina, and those applicable provisions of the ordinances of the City of Hickory directly or indirectly related to the subject matter of this agreement.

2. The amount of this grant is Ten Thousand Dollars and 00/100 ($10,000.00), payable upon completion of said project, and submission of documentation confirming payment of all contractors and/or subcontractors, provided said project is completed within 120 days from the date of this agreement being signed in accordance with those provisions specified in the Downtown Appearance Improvement Incentive Grant Application.

3. The Recipient agrees that in the event the actual project costs are less than the estimated costs, the City grant will be reduced to solely the amount of the actual project costs that would be eligible for participation in this program.

4. Technical assistance provided by the City will be advisory only. The City will not be a party in negotiations between the Recipient and any contractor employed by the Recipient nor will the City provide legal advice or services to any party. The Recipient agrees to hold the City harmless for any defects in workmanship or from any liability, damages, or other costs relative to this project.

5. This Agreement may be terminated, and the City may withhold grant monies upon the Recipient's breach of or failure to perform any of the terms of this agreement. The City shall give the Recipient notice in writing of any potential breach of this Agreement, after which the applicant shall have ten (10) calendar days in which to cure said breach. In the event of a failure to cure a breach of this Agreement, the City of Hickory may pursue any remedy available, either in equity or at law.

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

CITY OF HICKORY
A North Carolina Municipal Corporation

By: _____
Hank Guess, Mayor

ATTEST: (SEAL)

_____
Debbie D. Miller, City Clerk

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

_____
Attorney for the City of Hickory

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

_____
Kari Dunlap, Finance Officer

_____
Timothy Herndon, Applicant

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

Witness my hand and seal this _____ day of _____, 2026.

(Seal) _____
Notary Public

My Commission Expires: _____

ERIN KAY
Notary Public, North Carolina
Catawba County
My Commission Expires
March 15, 2031

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

State of North Carolina County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Timothy Herndon personally came before me this day an acknowledged the he / she is the representative of Hickory Elks lodge 1654 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 18 day of August, 2026.

My Commission Expires: March 15, 2031

Erin Kay
Notary Public

BUDGET REVISION # 4

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, 2027 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the	General Fund	within the FY 2026-27 Budget Ordinance, the
expenditures shall be amended as follows:		

FUNCTIONAL AREA	INCREASE	DECREASE
Culture & Recreation	50	
TOTAL	50	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	50	
TOTAL	50	-

SECTION 2. To amend the	Airport Fund	within the FY 2026-27 Budget Ordinance, the
expenditures shall be amended as follows:		

FUNCTIONAL AREA	INCREASE	DECREASE
Transportation		44,523
Other Financing Uses	44,523	
TOTAL	44,523	44,523

SECTION 3 To amend the	Aviation Walk (#B1N001)	Capital Project Ordinance, the expenditures
shall be amended as follows:		

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	511,975	511,975
TOTAL	511,975	511,975

SECTION 4 To amend the	Runway 24 EMAS Project (#650033)	Capital Project Ordinance, the expenditures
shall be amended as follows:		

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	511,975	
TOTAL	511,975	-

To provide funding for the above, the	Runway 24 EMAS Project (#650033)	revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	511,975	
TOTAL	511,975	-

SECTION 5 To amend the	Runway 6 - Avigation Easements (#65038)	Capital Project Ordinance, the expenditures
shall be amended as follows:		

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	3,333,333	
TOTAL	3,333,333	-

To provide funding for the above, the	Runway 6 - Avigation Easements (#65038)	revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Investment Earnings	333,333	
Restricted Intergovernmental	3,000,000	
TOTAL	3,333,333	-

SECTION 6 To amend the	TRF Runway Extension (#650034)	Grant Project Ordinance, the expenditures
shall be amended as follows:		

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects		3,333,333
TOTAL	-	3,333,333

To provide funding for the above, the	TRF Runway Extension (#650034)	revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Investment Earnings		333,333
Restricted Intergovernmental		3,000,000
TOTAL	-	3,333,333

SECTION 7 To amend the	Terminal Apron Renovation (#65040)	Grant Project Ordinance, the expenditures		
shall be amended as follows:				
	FUNCTIONAL AREA		INCREASE	DECREASE
General Capital Projects			242,594	
		TOTAL	242,594	-
To provide funding for the above, the	Terminal Apron Renovation (#65040)	revenues will be amended as follows:		
	FUNCTIONAL AREA		INCREASE	DECREASE
Other Financing Sources			12,130	
Restricted Intergovernmental			230,464	
		TOTAL	242,594	-

SECTION 8 To amend the	West/South Apron Rehabilitation and North Ramp Expansion (#65039)	Grant Project Ordinance, the expenditures		
shall be amended as follows:				
	FUNCTIONAL AREA		INCREASE	DECREASE
General Capital Projects			647,845	
		TOTAL	647,845	-
To provide funding for the above, the	West/South Apron Rehabilitation and North Ramp Expansion (#65039)	revenues will be amended as follows:		
	FUNCTIONAL AREA		INCREASE	DECREASE
Other Financing Sources			32,393	
Restricted Intergovernmental			615,452	
		TOTAL	647,845	-

SECTION 9 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 _____, 2026

_____
Mayor

_____
Clerk

CITY OF HICKORY
CAPITAL PROJECT ORDINANCE
RUNWAY 6 - AVIGATION EASEMENTS

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted for the duration of the project.

SECTION 1. The project authorization is the Runway 6 – Avigation Easements.

SECTION 2. The officers of this unit are hereby directed to proceed with the Capital Project within the terms of the budget contained herein.

SECTION 3. The following revenues are anticipated to be available to complete the project:

INVESTMENT EARNINGS:	
Interest Earned	$ 333,333
RESTRICTED INTERGOVERNMENTAL:	
ST/AIR/AIRPORT STATE GRANTS	$ 3,000,000
Total	**$ 3,333,333**

SECTION 4. The following amounts are appropriated for the project:

GENERAL CAPITAL PROJECTS:	
DESIGN	$ 3,333,333
Total	**$ 3,333,333**

SECTION 5. The Finance Officer is hereby directed to maintain within the Multi-Year Capital Project Fund sufficient specific detailed accounting records to provide the accounting required by any financing agreement associated with this project and/or State and Federal regulations.

SECTION 6. The Finance Officer is hereby directed to report quarterly on the financial status of each project element and on the total revenues received or claimed.

SECTION 7. The City Manager (Budget Officer) is directed to include a detailed analysis of past and future costs and revenues on this Grant Project in every budget submission made to this board.

SECTION 8. Copies of this Capital Project Ordinance shall be furnished to the Clerk of the Governing Board, the City Manager (Budget Officer) and the Finance Officer for direction in carrying out this project.

Adopted this the _____ day _____, 2026.

_____
Mayor

_____
Clerk

CITY OF HICKORY
GRANT PROJECT ORDINANCE
TERMINAL APRON RENOVATION

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted for the duration of the project.

SECTION 1. The project authorization is the Terminal Apron Renovation.

SECTION 2. The officers of this unit are hereby directed to proceed with the Grant Project within the terms of the budget contained herein.

SECTION 3. The following revenues are anticipated to be available to complete the project:

OTHER FINANCING SOURCES:	
TRFR FROM TRANSPORTATION	$12,130
RESTRICED INTERGOVERNMENTAL:	
ST/AIR/AIRPORT STATE GRANTS	$230,464
Total	**$242,594**

SECTION 4. The following amounts are appropriated for the project:

GENERAL CAPITAL PROJECTS:	
CONSTRUCTION	$242,594
Total	**$242,594**

SECTION 5. The Finance Officer is hereby directed to maintain within the Multi-Year Grant Project Fund sufficient specific detailed accounting records to provide the accounting required by any financing agreement associated with this project and/or State and Federal regulations.

SECTION 6. The Finance Officer is hereby directed to report quarterly on the financial status of each project element and on the total revenues received or claimed.

SECTION 7. The City Manager (Budget Officer) is directed to include a detailed analysis of past and future costs and revenues on this Grant Project in every budget submission made to this board.

SECTION 8. Copies of this Grant Project Ordinance shall be furnished to the Clerk of the Governing Board, the City Manager (Budget Officer) and the Finance Officer for direction in carrying out this project.

Adopted this the _____ day _____, 2026.

_____
Mayor

_____
Clerk

CITY OF HICKORY
GRANT PROJECT ORDINANCE
WEST/SOUTH APRON REHABILITATION AND NORTH RAMP EXPANSION

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted for the duration of the project.

SECTION 1. The project authorization is the West/South Apron Rehabilitation and North Ramp Expansion.

SECTION 2. The officers of this unit are hereby directed to proceed with the Grant Project within the terms of the budget contained herein.

SECTION 3. The following revenues are anticipated to be available to complete the project:

OTHER FINANCING SOURCES:	
TRFR FROM TRANSPORTATION	$ 32,393
RESTRICTED INTERGOVERNMENTAL:	
ST/AIR/AIRPORT STATE GRANTS	$ 615,452
Total	**$ 647,845**

SECTION 4. The following amounts are appropriated for the project:

GENERAL CAPITAL PROJECTS:	
CONSTRUCTION	$ 647,845
Total	**$ 647,845**

SECTION 5. The Finance Officer is hereby directed to maintain within the Multi-Year Grant Project Fund sufficient specific detailed accounting records to provide the accounting required by any financing agreement associated with this project and/or State and Federal regulations.

SECTION 6. The Finance Officer is hereby directed to report quarterly on the financial status of each project element and on the total revenues received or claimed.

SECTION 7. The City Manager (Budget Officer) is directed to include a detailed analysis of past and future costs and revenues on this Grant Project in every budget submission made to this board.

SECTION 8. Copies of this Grant Project Ordinance shall be furnished to the Clerk of the Governing Board, the City Manager (Budget Officer) and the Finance Officer for direction in carrying out this project.

Adopted this the _____ day _____, 2026.

_____
Mayor

_____
Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: David Leonetti, Business Development Director

Contact Person: David Leonetti, Business Development Director

Date: August 20, 2026

Re: Public Hearing to consider FY 2025-2026 Consolidated Annual Performance Evaluation Report (CAPER)

REQUEST

Conduct a public hearing to consider the FY 2025-2026 Consolidated Annual Performance Evaluation Report (CAPER) for submission as required by the U.S. Department of Housing and Urban Development.

BACKGROUND

The U.S. Department of Housing and Urban Development requires the City of Hickory, as a Community Development Block Grant (CDBG) entitlement funding recipient, to report on CDBG monies spent within the previous fiscal year. The CAPER evaluates the effectiveness of the use of resources in addressing identified goals and objectives cited in the Annual Action Plan which is prepared before the fiscal year begins. CDBG resources were used for the following activities:

Housing Rehabilitation	$110,390.49
ALFA	8,000.00
Exodus Homes	7,000.00
Salvation Army	9,000.00
Hickory Soup Kitchen	7,500.00
Catawba Science Center	7,500.00
Women's Resource Center	5,000.00
GHCCM	7,500.00
Public Infrastructure Improvements	329,966.71
Fair Housing	840.00
Program Administration	36,128.90
TOTAL	**$ 528,826.10**

ANALYSIS

The City of Hickory, in complying with the U.S. Department of Housing and Urban Development's requirements, is preparing the CAPER, for submission to HUD. The CAPER outlines the City's CDBG expenditures from July 1, 2025, through June 30, 2026. Notice of the availability of this document for public review was published in the Hickory Daily Record on August 15, 2026, and the notice will be published again on September 1, 2026.

A copy of the CAPER has been available on the City Website and at City Hall beginning August 17, 2026.

RECOMMENDATION

Staff recommends that City Council conduct a public hearing to be held on September 1, 2026, to consider the FY 2025-2026 Consolidated Annual Performance Evaluation Report (CAPER).

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Dave Leonetti Initiating Department Head	8/20/2026 Date	_____ City Attorney	_____ Date
Rodney Miller Asst. City Manager Rodney Miller	8/21/26 Date	Steve Miller Asst. City Manager, S. Miller	8-21-26 Date
Kari Dunlap Finance Director, Kari Dunlap	8/24/26 Date	Cameron McHargue Deputy Finance Officer, Cameron McHargue	8-25-26 Date
Yaidee Fox Asst City Manager Yaidee Fox	8/24/26 Date		

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

WW
City Manager, W. Wood

8-25-26
Date

City of Hickory

Consolidated Annual Performance Evaluation Report

July 1, 2025, to June 30, 2026

HICKORY
North Carolina
Life. Well Crafted.

City of Hickory

PO Box 398

Hickory, NC 28603
www.hickorync.gov

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Hickory's program year 2025-2026 highlights include:

1. Preservation of the City's Housing Stock: $110,390.49 provided repairs to 2 low- and moderate-income homeowners to assist with repairs to their homes through the City of Hickory's Housing Rehabilitation Loan Program. Note that this number also includes final invoices and environmental testing for a property that was substantially completed in the previous year. This includes staff costs related to the implementation of the City's Housing Rehabilitation Loan Program. Staff costs included additional efforts to refinance and settle past due housing rehabilitation loans, which resulted in additional program income for 2025-2026.
2. Public Services Initiative: $7,000 provided to Exodus Homes to fund employment and transportation coordination services for homeless, formerly incarcerated individuals, and those coming from treatment programs. Exodus Homes provides employment assistance and transportation for all residents. 130 residents were supported through this funding.
3. Public Services Initiative: $8,000 allocated to AIDS Leadership Foothills Area Alliance (ALFA) to provide case management services to people living with HIV/AIDS. ALFA also offers HIV prevention education programs to the community at large. They have 46 city residents in care through their program.
4. Public Services Initiative: $7,500 provided to the Hickory Soup Kitchen, which provided salary support for main kitchen staff and enabled the organization to serve approximately meals daily to 206 residents of Hickory needing a hot meal.
5. Public Services Initiative: $9,000 to Salvation Army to provide support for a program coordinator to provide interaction, guidance, and supervision to the youth in the after-school program. 117 individuals were supported through this funding.
6. Public Services Initiative: $7,500 provided to Catawba Science Center to provide scholarships for science education to children of low- and moderate-income households. 56 individuals were assisted with these scholarships.
7. Public Services Initiative: $5,000 provided to Women's Resource Center to provide support for their Director of Programs and Services who helps connect low and moderate income and homeless women to resources and provides ongoing case management. 158 individuals were supported through this funding.
8. Public Services Initiative: $7,500 provided to Greater Hickory Cooperative Christian Ministries to provide support for their Client Services Support Staff who assists those experiencing homelessness with showers, mail, laundry services and other essentials. 597 individuals were supported through this funding.
9. Public Infrastructure Improvements: Optimist Park benefited from $329,966.71 in improvements, which included parking lot upgrades,

fencing, and construction of a dog park area.

10. Promote Fair Housing: $840.00 purchased newspaper ads and social media advertising to inform residents of fair housing rights.

11. Program Administration: $36,128.90 was spent on program administration and planning.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Demolish Dilapidated Structures	Non-Housing Community Development	CDBG: $	Buildings Demolished	Buildings	4	0	0.00%			
Homeless Services and Prevention	Homeless	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	1091	72.73%	400	1091	272.75%
Increase Entrepreneurship Opportunities	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	4	0	0.00%			
Increase Entrepreneurship Opportunities	Non-Housing Community Development	CDBG: $	Businesses assisted	Businesses Assisted	4	0	0.00%	1	0	0.00%

Increase Fair Housing Outreach and Awareness	Affordable Housing	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	0	0.00%	150	0	0.00%
Preserve the City's Housing Stock	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	20	2	10.00%	4	2	50.00%
Provide Services to Persons Living with HIV/AIDS	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	750	46	6.13%	40	46	115.00%
Public Infrastructure and Facility Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5500	4025	73.18%	5000	4025	80.50%
Support Homeownership	Affordable Housing	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	0	0.00%			
Youth Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	173	115.33%	92	173	188.04%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Hickory was able to address significant portions of its goals. Projects helped protect the City's housing stock by providing housing rehabilitation assistance to two households during the program year. Significant numbers of citizens benefited from public facility improvements. The City made improvements to Hickory Optimist Park which included parking lot improvements, trail connections, fencing, and construction of a new dog park area.

In the 2025 program year, the City of Hickory continued its small business assistance programs which provide funding to businesses to create jobs and purchase equipment necessary to take their business to the next level. No grants were awarded in 2025. However, there are several people currently in the process, and the City expects to award at least 2 grants in program year 2026. The City has awarded three small business loans and thirteen micro-enterprise grants since beginning the programs.

The City's public services initiative continued to assist the community's most vulnerable populations, including the homeless and persons living with HIV and AIDS, persons with substance abuse issues, and youth in need.

DRAFT

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	693
Black or African American	441
Asian	25
American Indian or American Native	6
Native Hawaiian or Other Pacific Islander	2
Total	**1,167**
Hispanic	29
Not Hispanic	1,138

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

This table indicates the racial and ethnic breakdown of families assisted through CDBG Public service funds in the 2025 program year. This does not include the racial and ethnic breakdown of area benefit activities that benefit all residents of a census tract or block group. Please note that there are 143 multi-racial individuals that do not appear in the table above due to lack of category listing within the required software.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	769,888	528,826

Table 3 - Resources Made Available

Narrative

The $769,888.36 funding available includes $263,999.70 in unexpended funds at the beginning of the program year. The City received $331,589.00 in its annual allocation from the US Department of Housing and Urban Development. The City also received $174,299.66 in program income during the fiscal year.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG ELIGIBLE AREA	70	92	Low/Mod Census Tracts
City-Wide	30	8	Eligibility Area

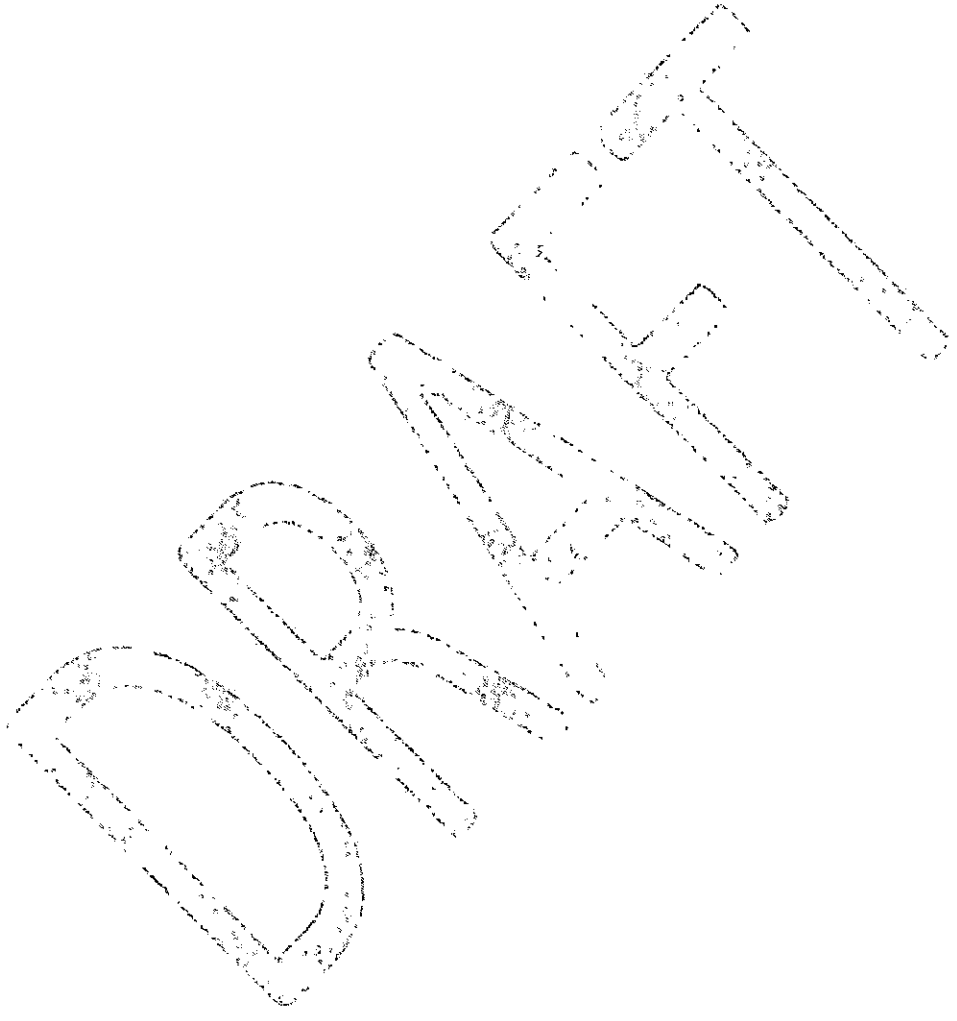
Table 4 – Identify the geographic distribution and location of investments

Narrative

The vast majority of funds expended during program year 2025 were spent in low- and moderate-income census tracts. The City made improvements to Hickory Optimist Park, which is located in a low- and moderate-income census tract. All but one of the public service agencies are located in low to moderate income census tracts. All homeowners assisted through the City of Hickory Housing Rehabilitation Program are located in low- and moderate-income census tracts.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.



CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	4	2
Number of Special-Needs households to be provided affordable housing units	0	0
Total	4	**2**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	4	2
Number of households supported through Acquisition of Existing Units	0	0
Total	4	**2**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Hickory is a participating jurisdiction in the Unifour HOME Consortium to help meet the affordable housing needs of its citizens. The HOME Consortium provides down payment assistance to eligible households and provides additional funding to support affordable housing. Households continue to be served through the City's Housing Rehabilitation Loan program. The City's program assisted two low and moderate income households with home repairs. The city anticipates supporting additional homeowners in PY 2026.

After many years with little to no new construction, the last several years have been strong in new housing growth. Over 2,400 building permits have been issued for new housing in the past five fiscal years. This includes both single and multi-family units.

The City will continue to promote development of affordable housing on City owned land for affordable housing. In addition, the City Planning Department continues to work on add items to the City Land Use Development Code to promote infill and affordable housing. Accessory dwelling units are permitted in all residential zoning districts, and multi-family development is permitted in all commercial districts to promote additional infill development and increase the supply of housing.

Discuss how these outcomes will impact future annual action plans.

The City plans to continue its efforts to support homeownership for LMI qualified homebuyers on City owned property, as well as plans to support the reconstruction of homes through Habitat for Humanity with CDBG and general fund allocations.

The City plans to continue funding its Housing Rehabilitation program in future action plans. The City will continue to work to increase the number of families served through housing rehabilitation loan program through outreach and marketing.

The City will continue applying for funding from the North Carolina Housing Finance Agency Urgent Repair Program to fund urgently needed home repairs for households below 50% of the State-wide Area Median Income. This program allows the City to help those homeowners most in need of urgent or emergency repairs. Our goal is to complete at least six projects each year. In PY2025, the City completed thirteen (13) URP projects and at least half of the households assisted earn at or below 30% of the State-wide Area Median Income.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	1	0
Moderate-income	1	0
Total	**2**	**0**

Table 7 – Number of Households Served

Narrative Information

Two (2) families were assisted with housing rehabilitation funding during the 2025-2026 program year supported by CDBG funds. One recipient was low income, and the other was moderate income. One household was black or African American and the other was white. Both households were elderly. The City works to assist those with the greatest financial needs with the funding that is available. The City anticipates assisting at least 4 families in 2026. Three additional households were in the pipeline for assistance in June 2026.

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CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Community Development staff continues to serve on the Catawba County Continuum of Care. This organization brings together homeless serving agencies from across the county to determine funding options, raise awareness about important issues, and reduce duplication of services. The City funded several agencies that serve the homeless. The Hickory Soup Kitchen received a grant in the amount of $7,500. This organization provides a hot meal and showers to homeless individuals five days per week and also provides free, fresh groceries to those in need. The City also supported Exodus Homes with a $7,000 grant. This organization provides a residential treatment program for homeless and previously incarcerated individuals with substance use issues. The City supported Greater Hickory Cooperative Christian Ministries with a $7,500 grant. This organization provides showers, laundry, mail services, hygiene packets, and other items to those experiencing homelessness and can financially help those who are facing eviction. The City also supported Women's Resource Center with a $5,000 grant. This organization supports women's self-sufficiency by providing individualized services and connections to local resources.

Additionally, in the summer of 2019, the City hired a Community Navigator to work specifically with our homeless population. This position is responsible for case management and ensuring that homeless persons reach the proper agency in order to receive services.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City continues to fund Exodus Homes, which provides transitional housing to homeless and previously incarcerated individuals with substance abuse issues. The organization was funded with a $7,500 grant in 2025-2026. These funds were used to support the salary of the Employment Coordinator who directs the entire vocational training program and assists residents in determining a path to employment. Approximately 130 individuals received assistance during PY 2025.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City's grants to public service agencies assist low income individuals by providing free or low-cost services such as healthcare, food assistance and job training. These services can enable families to make their incomes go further and reduce the likelihood of homelessness. The Hickory Soup Kitchen provides meals and food assistance to individuals in need with the City's grant of $7,500. In PY 2025, they assisted approximately 200 individuals every weekday. ALFA, with a grant of $7,500, provided case management services to persons living with HIV and AIDS to help them stay in care, which should reduce healthcare costs and help reduce the risk of becoming homeless. ALFA assisted 46 individuals who are residents in the City of Hickory. The City also supported Exodus Homes with a $7,000 grant. This organization provides a residential treatment program for 130 homeless and previously incarcerated individuals with substance use issues.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Exodus Homes helps homeless individuals with substance use issues make the transition from homelessness to employment and permanent housing. Also, the City continues to work with the Continuum of Care to coordinate services and work with other service providers to identify gaps in services, and assist agencies in serving as many individuals in need as possible. Additionally, since 2019, the City has had a Community Navigator to work specifically with its homeless population. This position is responsible for case management and ensuring that homeless persons reach the proper agency in order to receive services. This coordinated effort by multiple agencies has helped to ensure that our community is reaching as many of our homeless neighbors as possible.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Hickory City Council took action to formally abolish the Hickory Public Housing Authority in January 2025. This decision came after many complaints of management misuse of taxpayer funds and underutlization of housing choice vouchers for low-income residents. Under the City Council's resolution, the powers and responsibilities of the Hickory Public Housing Authority were transferred to the Western Piedmont Council of Governments, effective July 1, 2025. This action should lead to an increase in the housing choice voucher utilization rate and improved effectiveness.

The City has also constructed a multi-modal path for bikes and pedestrians called the Historic Ridgeview Walk. This path is located in the Ridgeview Community, in close proximity to significant amounts of public housing and voucher units. This path gives community members easier and safer access to the downtown area, as well as necessary amenities such as convenience and grocery stores. The City is also exploring the idea of other paths and connectors on City owned property adjacent to public housing and the affordable homes the City has constructed.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The city is an active member of the Unifour HOME Consortium, which makes downpayment assistance available to first time home buyers. The consortium markets the program to public housing residents. The absorption of the Hickory Public Housing Authority into the Western Piedmont Regional Housing Authority means that public housing programs and downpayment assistance programs are administered by the Western Piedmont Council of Governments. This should only increase coordination and utilization between public housing residents and homeownership assistance programs.

Actions taken to provide assistance to troubled PHAs

The Western Piedmont Regional Housing Authority does not have a troubled housing authority designation.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

City of Hickory Planning Department staff continue to review its ordinances annually to ensure there are not unnecessary barriers to affordable housing. In order to reduce barriers to multi-family and affordable housing, City ordinances allow multi-family homes or duplexes to be permitted by right within all commercial zoning districts and within all but one residential zoning district. Accessory dwelling units are also permitted by right in all residential zoning districts.

After many years with little to no new construction, the last several years have been strong in new housing growth. Over 2,400 new housing units have been permitted over the past five years. The City of Hickory is beginning the process of updating its Hickory by Choice 2030 Comprehensive Plan. This Comprehensive Plan update will provide an excellent opportunity to promote strategies that will promote affordable housing and the overall supply of housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City continues to use CDBG funding to make public facility and infrastructure improvements in low and moderate income neighborhoods. This year's grant included improvements to a neighborhood park located in a low and moderate income neighborhood.

Community Development staff continues to serve on the Catawba County Continuum of Care. This organization brings together homeless serving agencies from across the county to determine funding options, raise awareness about important issues, and reduce duplication of services. City Staff also worked with the Western Piedmont Workforce Development Board to establish a career counseling center called Ridgeview Works in a library located within a historically minority and low-income census tract. This program started in early 2022 and has led to other library outreach programs throughout the region. The program offers career counseling assistance to those who may not seek it outside of their neighborhood.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City has also taken actions to reduce lead paint hazards. The City follows the lead safe housing rule when conducting housing rehabilitation activities. All of the City's rehabilitation projects are under $25,000 in hard costs, which means that the City must identify and address lead hazards when paint is disturbed by renovation activities. This includes conducting a lead hazard risk assessment on the home and addressing all of the hazards identified in the report. All lead hazards are addressed at no cost to the

homeowner. Contractors must be RRP certified to to work on projects involving lead paint.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Numerous public service activities are funded each year with the aim of reducing poverty in the City of Hickory. $7,500 was provided to the Hickory Soup Kitchen to provide meals and food assistance to very low-income families. The families that received assistance were able to stretch their income further to fund additional needs. ALFA received $8,000 to assist its housing case management program, which provides housing assistance to persons with HIV and AIDS to ensure that they stay in treatment. Exodus Homes received $7,000 to provide job and transportation coordination services for residents in its substance abuse treatment programs. The goal of the program is to assist residents in finding employment and move towards self-sufficiency. Greater Hickory Cooperative Christian Ministries received $7,500 to provide showers, laundry, mail services, hygiene packets, and other items to those experiencing homelessness. They also provide financial assistance to those facing eviction. Women's Resource Center received $5,000 to support women's self-sufficiency by providing individualized services and connections to local resources.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Staff is always striving to review policies and procedures to ensure that programs are run according to appropriate federal guidelines. Improvements in the previous program year included gaining new knowledge of the environmental review process through the process of additional staff completing Environmental Reviews. Staff continue to be active members of the North Carolina Community Development Association Conference. Staff have worked to streamline the continual review of nonprofit subrecipients. This review includes regular updates on required documentation and regular meetings with nonprofit subrecipients to ensure that they are aware of federal requirements including any procurement and lead based paint regulations and processes that may need to be followed. In addition, staff are currently working to streamline all processes and procedures relating to grant management for CDBG funding.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Community development staff continue to serve on the Catawba County Continuum of Care to maintain connections and improve services to homeless and very low income individuals. Staff regularly partners with Habitat for Humanity to increase homeownership and reduce blight while revitalizing neighborhoods. The City's Community Navigator works with homeless individuals to ensure that they're connected with available services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

City of Hickory Staff continues to advertise and educate citizens regarding their rights to fair housing. Advertisements informing residents of their fair housing rights ran in the City Snippets utility bill inserts which go to all city water customers, and the Spanish newspaper Hola Noticias. This year's efforts also included social media marketing to increase the reach of the City's advertising efforts. Staff continues to serve on the Catawba Valley Association of Realtors Equal Housing Opportunity Committee. This committee provides education and outreach to local realtors regarding fair housing laws. City staff was also involved in the Hickory Branch of the NAACP Equity and Inclusion Task Force Housing Committee. This committee is working to achieve equity in the area of housing as well basic inventory and affordability.

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CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Hickory Community Development Division conducts file audits of all city-initiated CDBG activities to ensure compliance with relevant federal requirements. Staff maintains file checklists for each of the types of activities normally undertaken each year. In addition, all nonprofit subrecipients are monitored by City staff at least once per year to ensure compliance with applicable requirements. Also, the City hires an independent auditor to review its finances each year. This audit includes an in-depth review of CDBG program activities.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

All reports are made available for review on the City's website and in the Office of Business Development at City Hall. The City advertises the availability of the report through its legal notice on the website and those placed in the local newspaper. The City also holds a public hearing to receive comments on the report prior to its consideration by the Hickory City Council.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

This is the first year of the City of Hickory's 2025-2029 Consolidated Plan. This plan did not significantly alter the goals and strategies of the previous plan as the programs appear to be assisting those most in need with the funds that are available. The City will continue to evaluate its programs annually to determine whether changes are warranted.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

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CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

This is the first year of the City of Hickory's 2025-2029 Consolidated Plan. This plan did not significantly alter the goals and strategies of the previous plan as the programs appear to be assisting those most in need with the funds that are available. The City will continue to evaluate its programs annually to determine whether changes are warranted.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	1				
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.	1				
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.	1				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.	1				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

City staff works with the Western Piedmont Workforce Development Board regularly, and from this collaboration, a career counseling center called Ridgeview Works was established in a historically minority and low-income census tract. This process has been underway since early 2022. The program offers career counseling assistance to those who may not seek it outside of their neighborhood. City Staff also works with Operation HOPE, which offers free credit and money management and financial disaster preparedness classes/training.

The City of Hickory had one larger construction project this year. The Hickory Optimist Park Improvement project was not large enough to generate new employment beyond the company's existing workforce. The project involved two employees on a consistent basis, both of whom were Catawba County residents. All subcontractors were located in Catawba County. None of the subcontracts were large enough to result in new employment. All companies that worked on CDBG projects in PY 2025 were local to the region.