

A G E N D A
HICKORY CITY COUNCIL

August 6, 2024



6:00 p.m.



AGENDA
www.hickorync.gov

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

Hickory City Council
76 North Center Street

August 6, 2024
6:00 p.m.

- I. Call to Order
- II. Invocation by Reverend Charles Kyker, Christ United Methodist Church
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of July 16, 2024. **(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. Approval of Speed Limit Reduction to 25mph along 20th Avenue NW between North Center Street (NC127) and 2nd Street NW, and along 20th Avenue Drive NW from 20th Avenue NW to the End of the Street. **(First Reading Vote: Unanimous)**
 - B. Budget Revision Number 20EC. **(First Reading Vote: Unanimous)**
 - C. Budget Revision Number 1. **(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 Awarding Service Weapon and Badge to Retiring Hickory Police Department Sergeant Randy Isenhour. **(Exhibit VIII.A.)**

Hickory Police Department requests City Council's approval to award Sergeant Randy Isenhour with his service weapon (Glock Model - Serial # UHF233) and badge upon his retirement August 1, 2024. Sergeant Randy Isenhour will retire from the City of Hickory Police Department August 1, 2024, after completing over 29 years of qualifying service to the citizens of Hickory. By authority of NC General Statutes, City Council may award the service weapon and police badge to Sergeant Randy Isenhour upon his retirement from Hickory Police Department. Upon approval from City Council, the police badge and service weapon will be declared surplus and removed from the City's fixed asset inventory. Staff recommends approval of awarding the service weapon and police badge to Sergeant Randy Isenhour upon his retirement from Hickory Police Department.

- B. Approval of the Certificate of Sufficiency and Preliminary Resolution Relative to Street Improvements for Curb and Gutter along 16th Street Place SE, Hickory, Petition Number 24-02. **(Authorize Public Hearing for September 3, 2024, at 6:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). (Exhibit VIII.B.)**

- C. Approval of the Purchase of Equipment, plus an Extended Warranty, from Transource Per the NCSA Contract #22-08-0421, in the Amount of \$354,883.20. **(Exhibit VIII.C.)**

Staff requests Council's approval of the purchase of a 2024 New Way Sidewider 29 cab/chassis, in the amount of \$173,962.02, with a New Way Body, in the amount of \$176,049.18, plus an extended warranty, for a total amount of \$354,883.20, per the NCSA Contract #22-08-0421. The City uses automated side loader trucks for collection of refuse with residential service. This unit is operated daily and will replace a 2017 model. The maintenance of these trucks is very expensive due to the level of difficulty in the hydraulics and electronics, so the division has adopted a practice to replace trucks prior to major expenses for mechanical repairs that typically come with older equipment. The City participates in a buying cooperative with the NCSA. The approved Residential Solid Waste Division Capital Budget includes the purchase of this equipment. Staff recommends Council's approval of the purchase of the equipment from Transource, plus an extended warranty, per the NCSA Contract #22-08-0421, in the amount of \$354,883.20.

- D. Call for a Public Hearing to Consider the Voluntary Non-Contiguous Annexation of 15.543-Acres, Located on Kool Park Road, across from 24th Street NE, Hickory, PIN 3724-1722-2019, Owned by Limited NC Properties, LLC. **(Authorize Public Hearing for August 20, 2024, at 6:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). (Exhibit VIII.D.)**

- E. Call for a Public Hearing to Consider the Voluntary Non-Contiguous Annexation of 17.57-Acres, Located adjacent to 298 19th Avenue SE, Hickory, PIN 3701-0767-5744, Owned by Futuro, LLC, **(Authorize Public Hearing for August 20, 2024, at 6:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). (Exhibit VIII.E.)**

- F. Approval of an Asset Transfer Agreement with Catawba County for Water and Sewer Facilities and Utility Easements. **(Exhibit VIII.F.)**

Staff requests Council's approval of an Asset Transfer Agreement between City of Hickory and Catawba County for water and sewer facilities and utility easements. In 2008, Catawba County constructed water and sewer facilities along NC Highway 10, Hickory Lincolnton Highway and Rocky Ford Road to serve County owned property. The facilities consist of a 12" water line, a sewer pump station, and 6" sewer force main. The City of Hickory and Catawba County are seeking the asset transfer in order for the City of Hickory to provide water and sewer service to Microsoft Corporation at 3820 Hickory Lincolnton Highway. Along with the water and sewer facilities, associated utility easements will also be transferred. The Asset Transfer is pursuant to the Annexation Agreement with the City of Newton, adopted at the July 19, 2022 Council meeting, to provide water and sewer services to drive economic development. The consideration for the Asset Transfer includes the City agreeing to accept and treat landfill leachate generated by Blackburn Landfill at the County's current disposal rate. The City of Hickory is currently designing extensions to the City's existing infrastructure to connect to the facilities in the Asset Transfer Agreement. Staff recommends Council's approval of an Asset Transfer Agreement between City of Hickory and Catawba County for water and sewer facilities and utility easements.

- G. Approval of a Microenterprise Grant Agreement with Golden Rule Music School, LLC in the Amount of \$4,000. **(Exhibit VIII.G.)**

Staff requests Council's approval of a Microenterprise Grant agreement with Golden Rule Music School, LLC. In its 2020-2024 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a

high priority need. This includes a program to provide microenterprise grants to businesses looking for funding necessary to take their business to the next level. The 2024 Community Development Block Grant (CDBG) Annual Action Plan has \$4,000 allocated towards assistance for entrepreneurial activities more than \$60,000 remaining from previous plan years. According to the US Department of Housing and Urban Development, a microenterprise is a business that has fewer than five employees, one of whom is the owner of the business. The program offers grants of up to \$4,000 for low to moderate income business owners for business property, inventory, necessary fixed assess, marketing and business promotion, or other improvements approved by the Business Development Committee. Applicants are required to submit a business plan and have a counseling session with a local business support organization. Owner/Manager Jamie Stephens applied for a Microenterprise Grant to support and enhance his existing small business, Golden Rule Music School. Golden Rule Music School is a local Music School that offers private guitar, bass, piano, ukulele, mandolin, banjo, drum, and percussion lessons. The Business Development Committee reviewed the application and recommended approval of the grant in the amount of \$4,000. The grant funds will be used to purchase equipment and for marketing and promotion. Staff recommends Council's approval of the Microenterprise Grant Agreement with Golden Rule Music School, LLC.

- H. Approval of an Agreement with Rummel, Klepper, & Kahl, LLP for Construction, Engineering, and Inspection (CEI) Services Related to the 17th Street NW Extension in the Amount of \$626,814.67, Contingent on NCDOT Concurrence. **(Exhibit VIII.H.)**

Staff requests Council's approval of an Agreement for Professional Services with Rummel, Klepper, & Kahl, LLP (RK&K) for CEI Services related to the 17th Street NW Extension (HL-0004) in the amount of \$626,814.67, contingent on North Carolina Department of Transportation (NCDOT) concurrence. The City of Hickory received \$6M from a Surface Transportation Block Grant – Direct Attributable Award from the Greater Hickory Metropolitan Planning Organization (MPO) to extend 17th Street NW from 9th Avenue NW to Clement Boulevard NW. This new connector will serve as an alternative to US 321 for local traffic and provide additional access for the newly planned Appalachian State University Campus. A construction, engineering, and inspections firm is needed for construction services for 17th Street NW Extension, including a multi-use path, from 9th Avenue NW to Clement Boulevard NW. The extension would provide a continuous route from US 70 to Clement Boulevard NW and could provide a parallel alternative to US 321. The connection from the 17th Street NE Extension would also provide a safer route for cyclists to reach Aviation Walk that includes a bicycle and pedestrian bridge over US 321 north of Clement Boulevard. Rummel, Klepper, & Kahl, LLP (RK&K) was selected based on qualifications-based proposals and was concurred with by NCDOT. RK&Ks fees were negotiated by City of Hickory staff and NCDOT staff. Fees are eligible for reimbursement with NCDOT funds at the same ratio of 80% NCDOT (\$501,451.74) and 20% City of Hickory (\$125,362.93). CE&I services include the following: construction inspections, construction materials testing, and construction administration. Staff recommends Council's approval of an Agreement for Professional Services with Rummel, Klepper, & Kahl, LLP (RK&K) for CEI Services related to the 17th Street NW Extension (HL-0004) in the amount of \$626,814.67, contingent on NCDOT concurrence.

- I. Approval of the Issuance of Pyrotechnic Display Permit(s) to Contracted Pyrotechnics for Fireworks Displays at Lenoir-Rhyne University. **(Exhibit VIII.I.)**

Staff requests Council's approval to issue a pyrotechnic display permit(s) to Contracted Pyrotechnics for fireworks displays at the Lenoir-Rhyne University during the 2024 football season. Justin Hay, Deputy Athletic Director for External Relations at Lenoir-Rhyne University, submitted a request to obtain permission to conduct public fireworks displays on the following dates: September 7, 2024; September 14, 2024; September 28, 2024; October 12, 2024; October 26, 2024; November 2, 2024; and November 16, 2024. There are no rain dates requested. 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). Staff recommend approval of the above pyrotechnics displays.

- J. Approval to Apply for the Great Trail State Program Grant Funded by the State of North Carolina in the Amount of \$500,000 with a 2:1 Match of \$250,000 for a Total of \$750,000. **(Exhibit VIII.J.)**

Staff requests Council's approval to apply for the Great Trail State Program Grant funded by the State of North Carolina. For fiscal year 2025, the State of NC allocated \$25 million for trail development throughout the State, including new trail development and the extension of existing trails anywhere in the State. This includes paved trails or greenways, natural surface trails, biking trails, equestrian trails, and any other type of trail recognized by the Department of Natural and Cultural Resources. Staff wish to apply for this \$500,000 grant to reconstruct the elevated boardwalk at Glenn C. Hilton, Jr. Memorial Park. The grant, coupled with a 2:1 local match (\$250,000) for a total of \$750,000, will partially fund the reconstruction of approximately 2,200 feet (0.42 miles) of elevated boardwalk through a tree-shaded wetland area adjacent to the park. This project aligns with the broader City goals of inclusivity and accessibility, ensuring that everyone, regardless of physical ability, can enjoy the serenity and beauty of our natural landscapes. City Staff are working with the engineering firm McGill and Associates on improvements to designs and cost determinations. The application for this grant is due on September 3, 2024. This project has been deemed necessary for the overall benefit of Glenn C. Hilton, Jr. Memorial Park and the overall trail system for the City of Hickory. Staff recommends Council's approval to apply for the Great Trail State Grant Program in the amount of \$500,000 with a 2:1 local match of \$250,000 for a grand total of \$750,000.

- K. Approval of Amending the Parking Enforcement Provisions of the City of Hickory Code of Ordinances. **(Exhibit VIII.K.)**

Staff requests approval of amending the parking enforcement provisions of the City of Hickory Code of Ordinances for the following: Section 11-47. - Fire Lanes - Section 11-47(d) shall be amended and Section 11-47(e) shall be added; Section 18-121. - Violations shall be amended; Section 18-122. - Enforcement, generally; payment to satisfy violation shall be amended; Section 18-212(e) - shall be deleted; Section 18-213. - Special parking places restricted to handicapped - shall be amended; Section 18-214. - Privileges extended to non-handicapped operator(s) - shall be amended; and Section 18-215. - Penalty for violation - shall be amended. The changes are intended to ensure more effective enforcement and compliance with parking regulations. Staff recommend approval of the amendments to the parking enforcement provisions of the City of Hickory Code of Ordinances.

- L. Budget Revision Number 2. **(Exhibit VIII.L.)**

1. To appropriate \$86,681 towards the Parks, Recreation, and Sports Tourism Department for building improvements to the Brown Penn Senior Center, \$76,750 will come from an Energy Efficiency and Conservation Block Grant from the U.S. Department of Energy while \$9,931 will come from General Fund contingency.
2. To appropriate \$24,756 from General Fund Balance to roll forward unspent appropriations from FY 23-24 into the Parks, Recreation, and Sports Tourism budget for the following activities: \$7,573 for Enrichment Activities, \$5,635 for Bill McDonald Scholarship program, \$1,304 for One Purpose Parks & Recreation Council, and \$10,244 for Senior Games.
3. To appropriate \$87,760 in General Fund Balance towards the Trivium Corporate Center Project to purchase land in conjunction with the ITM property closing.

4. To appropriate \$300 in Library donations towards Library programming.
5. To appropriate \$59,489 from General Fund Balance in unspent Astronomy funds for the Library from FY23-24 towards Astronomy-related expenses in FY 24-25.
6. To appropriate \$27,195 in Catawba County Revenues towards the purchase of forensic software for the Hickory Police Department.
7. To appropriate \$626,815 towards the 17th Street NW Extension project for an agreement for professional services with Rummel, Klepper, & Kahl, LLP \$501,452 will come from NCDOT grant revenues while the City match will be \$125,363.

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business

A. Public Hearings

1. Consideration of Text Amendment 24-01 to the City's Land Development Code – Presentation By Planning Manager Cal Overby. **(Exhibit XI.A.1.)**

The City's Land Development Code serves as the City's regulatory document dealing with development activities within its jurisdiction. The document is intended to change from time to time to reflect changes in development concepts and present-day trends. Annually, staff reviews the document to identify updates of modification needed to comply with relevant statutes and conform to new development trends. Text amendment 24-01 amends Article 2 – Development Review Procedures; Article 3 – Base Zoning Districts; Article 4 – Overlay and Special Purpose Districts; Article 6 – Use Regulations; Article 7 – Intensity, Dimensional Design Standards; Article 1 – Subdivision Standards; Article 9 – Standards of General Applicability; Article 10- Signs; Article 12 – Nonconformities; and Article 14 – Definitions. The proposed amendments are intended to modify sections that did not work as intended and bring forward amendments needed to provide greater flexibility in dealing with current development trends. The Hickory Regional Planning Commission conducted a public hearing on July 24, 2024, to consider the proposed amendments and acknowledged the amendments consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously (8-0) to recommend approval of the amendments. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

The public hearing was advertised in a newspaper having general circulation in the Hickory area on July 27, and August 3, 2024.

B. Departmental Reports

1. Traffic Update – Presentation by Hickory Police Department Chief of Police Reed Baer
2. Approval of the Creating Outdoor Recreation Economies Strategic Plan – Presentation by Business and Community Development Manager Dave Leonetti. **(Exhibit XI.B.2.)**

Staff requests Council's approval of the Creating Outdoor Recreation Economies Strategic Plan developed with assistance from the North Carolina Department of Commerce. The Creating Outdoor Recreation Economies (CORE) Program is being offered by the NC Department of Commerce and funded by the American Rescue Plan. The goal of the program is to assist communities in North Carolina to leverage outdoor recreation to spur economic investment in their communities. The plan is focused on positioning the region to leverage growth of the outdoor

gear manufacturing and retail businesses and promote Hickory as a location for businesses in this sector to grow and/or develop in Hickory. The plan provides a vision for outdoor related business development along with a roadmap and action items for the City to leverage its position and location in proximity to promote growth in this business sector. Staff recommends City Council approve the Creating Outdoor Recreation Economies Strategic Plan.

3. Appointments to Boards and Commissions

BUSINESS DEVELOPMENT COMMITTEE

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

VACANT

Alderman Williams to Nominate William Roberts as an At-Large Representative on the Business Development Committee.

CITIZENS ADVISORY

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

VACANT

VACANT

COMMUNITY APPEARANCE COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 1 (Wood Appoints) Lynn Sampson Eligible for Reappointment
At-Large (Outside City but within HRP) (Council Appoints)

VACANT

COMMUNITY RELATIONS COUNCIL

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

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

HICKORY REGIONAL PLANNING COMMISSION

(Term Expiring 6-30; 3-Year Terms with Unlimited Appointments) (Appointed by City Council)
Ward 2 (Williams Appoints)
Burke County Representative (Mayor Appoints with Recommendation from Burke County)

VACANT

VACANT

Alderman Williams to Nominate Christina McNally as Ward 2 Representative on the Hickory Regional Planning Commission.

HISTORIC PRESERVATION COMMISSION

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

VACANT

LIBRARY ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 3 (Seaver Appoints) Pamela Kiefer Eligible for Reappointment

Alderman Seaver to Nominate Pamela Kiefer for Reappointment as Ward 3 Representative on the Library Advisory Board.

PUBLIC ART COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 1 (Wood Appoints)

VACANT

At-Large (Mayor Appoints)

VACANT

PUBLIC HOUSING AUTHORITY

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

Appointment of a Staff Liaison to the Public Housing Authority Board

RECYCLING ADVISORY BOARD

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

Ward 4 (Freeman Appoints)

VACANT

Ward 5 (Zagaroli Appoints)

VACANT

Ward 6 (Patton Appoints)

VACANT

At-Large (Council Appoints)

VACANT

At-Large (Council Appoints)

VACANT

YOUTH COUNCIL

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

Youth Council Applicant Review Committee Recommends the Following Appointments:

Hickory High School

VACANT

Homeschool

VACANT

C. Presentation of Petitions and Requests

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

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

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, July 16, 2024 at 6:00 p.m., with the following members present:

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

A quorum was present.

Also present were City Manager Warren Wood, Deputy City Manager Rodney Miller, Assistant City Manager Rick Beasley, Assistant City Manager Yaidee Fox, City Attorney Timothy Swanson, and City Clerk Debbie D. Miller

- I. Mayor Guess called the meeting to order. All Council members were present except for Alderman Freeman who was on vacation.
- II. Invocation by Reverend David Roberts, Morning Star First Baptist Church
- III. Pledge of Allegiance
- IV. Special Presentations
 - A. Recognition of Retiring Finance Officer Melissa Miller

Mayor Guess thanked and congratulated Finance Officer Melissa Miller. He joked that she started working here when she was twelve years old. That was 30 years ago, and she was wiping tears from her eyes as they spoke. He told her how much they appreciated her and her 30 years of tremendous service here to the City of Hickory, staff, Council, and to the community. He knew that she started out in customer service, as a customer service rep in Collections. Since then, she worked her way up the ladder to where she was currently today. He did not have to tell the group that was present, especially those that were on staff, and the Council, how much her knowledge and her strong work ethic had allowed them to excel. She had built a great team to carry on the City's legacy of financial accuracy and superior customer service. He wanted to thank her for that. He would give her the opportunity to introduce her friends and family that were present and an opportunity to say a few words.

City Manager Warren Wood advised they had worked together for 30 years, and she started about the same time he did. She said her first job with the City was working the Collections drive up out back, and she said her grandfather actually put the roof on that building. There was a connection there. It had been a pleasure working with her. He had asked her to step up a number of years ago, and she did. She had done an outstanding job. They were thrilled that she was able to enjoy herself in retirement now. He thanked her for all she had done for the City. Thank you.

Alderwoman Patton appreciated all the professionalism that she had brought to the job, she felt like every time they have an audit, it was okay. She had taken care of it. It was a real sense of ease, of knowing how good she was and what she had done for the City, and they all appreciated it.

City Manager Warren Wood commented that she did such a good job that the City's auditor came to work here. She knew she was not walking into a train wreck or anything.

Mayor Guess commented don't mess this up, Kari.

Alderwoman Williams added, how many consecutive years in a row had the City won the award too? 28-years.

Mayor Guess commented it better be 29.

Alderwoman Williams thanked Melissa.

Mayor Guess asked Melissa for comments. There had been a reception before this Council meeting and invited her friends and family. He thought some of them were probably still present. He asked her to introduce those folks, and if there was anything she wanted to say, they would allow her that opportunity as well.

Finance Officer Melissa Miller noted that she thought everybody left. She introduced her mother, Jane Ward. She was at the City mainly because of her. Her mother told her to get a government job with benefits. So, that was what she did. She had another opportunity, but she did not want to drive to Greensboro, so she landed here 29 plus years ago, and she has loved it ever since.

Mayor Guess was glad that she landed here and that her mother was a smart lady.

Melissa Miller acknowledged some of the finance employees present. She was so glad that she had met so many people and had so many friends, she considered them family.

It was an honor and she appreciated Council, and the City Manager's office for always having their back. She was grateful to have been the Finance Officer for the past 12-years.

Mayor Guess commented they were grateful for her.

A standing ovation was given, and photos were taken with her mother.

B. Presentation of a Proclamation for Parks and Recreation Month

Mayor Guess asked staff from Parks, Recreation and Sports Tourism, and Parks and Public Properties to the podium. He advised they were some of the representatives of coworkers from Parks, Recreation, and Sports Tourism, and Parks and Public Properties. He advised this was not all of them. He asked how many total staff?

Parks Recreation and Sports Tourism Director Mark Seaman advised they had 19 full time staff.

Parks and Public Properties Manager advised 45 staff.

Mayor Guess commented pretty significant. The City has 26 parks and that encompasses a little over 500 acres. That did not count the medians, the new walks that were added, and all the landscaping, that kind of stuff that they maintain, take care of, and schedule for events, and things like that. This group present, and those that were not able to be present, had quite the task, and they make the City look very good and presentable, and all of the City's parks were in good shape. People always come to him, and he knew he could speak for the rest of the Council and brag about how nice and how well kept their parks were. He commented those present were responsible for the crews and the people that get the work done behind the scenes. He wanted to take this opportunity to be able to recognize the Parks and Recreation coworkers. This was Parks and Recreation Month. He read the Proclamation and presented it to Parks Recreation and Sports Tourism Director Mark Seaman. Photos were taken.

Staff introduced themselves: Mandel Linebarger, Recreation Programmer at Ridgeview Recreation Center; Jamarcus Antone, Recreation Programmer at Ridgeview Recreation Center; Charla Davis, Local Coordinator Senior Games; Jeff Taylor, Sports Tourism Coordinator with Parks and Recreation Department; Kyle Mishler, Recreation and Events Coordinator; and Joshua Rice, Parks and Public Properties Manager.

Parks Recreation and Sports Tourism Director Mark Seaman did not think a lot of people realized all the stuff that they do. They do all the programming and conduct a lot of the events, but those guys do all the behind the scenes, the mowing and all that kind of stuff. Parks and Public Properties staff maintained all of the buildings and properties, the classic parks, City Walk, pavilion, etc. Parks Recreation and Sports Tourism got a lot of the praise for the events they put on, but obviously without the staff with the Parks and Public Properties it would be kind of a mess if it was not mowed. He appreciated the unsung heroes and appreciated all of their folks and everything they do. He thanked the Mayor and Council.

V. Persons Requesting to Be Heard

- A. Mr. Bob Post, 1006 12th Avenue NW, Hickory, advised he had come before Council in November to commend them on their vision and execution of the Hickory Trail construction. He suggested at that time, safe access to the Hickory Trail for neighboring residents would be the key to successfully getting folks out to fully utilize that trail. Since moving to Hickory one year ago, their car had been totaled. They were hit from behind while at a stoplight on Route 127. Since they moved here, there had been 26 vehicle accidents, on the less than one mile stretch, of 12th Avenue NW, that runs in front of their house. That was one accident every two weeks on average. As he runs and bikes around Hickory, it was clear that the combination of roads lacking safe pedestrian passage, combined with vehicles traveling too fast was not safe. He commended Council on beginning the creation of a comprehensive safety action plan. The City had already completed a plan in 2020 addressing bicycle and pedestrian safety. He struggled to find any of the identified priority projects for sidewalks and bike paths identified in that plan. Important safety infrastructure that had been started. He had inquired about some of these projects and the response he received was the cost was quite high. And if the cost was high for safe pedestrian infrastructure, his suggestion was to focus on cost effective ways to slow down traffic in the City of Hickory. He had four ideas to present. First and foremost, let everyone know that Hickory was putting the highest priority on the safety of their residents by making 25-mph the City of Hickory's speed limit, with exceptions as needed. If the two-lane one-way 2nd Avenue and 3rd Avenue Streets were 25-mph why would any turn off those streets put him on a 35-mph side street? In fact, why does any residential street in Hickory need a speed limit over 25-mph? Let's save the time and money associated with petitions and approval and instead make all streets safer. Next, increase the penalty for exceeding speed limits within the City boundaries. Word would spread that Hickory was not a place

to speed, and money could be made available for traffic calming projects. If they were going to ask their police to increase speed limit enforcement, then help them by putting teeth into the penalty for exceeding speed limits. Three, add more visible lane markings and wording on their streets. Words like slow down, a multi-use path on 12th Avenue NW may be too expensive, but narrowing the vehicle lanes with road markings could slow traffic and provide a separate lane for bikes and pedestrians. And last, install traffic calming techniques proactively, instead of waiting for petitions from residents. Speed limit feedback signs to remind drivers how fast they were driving were effective. He saw them put up temporarily. Let's install them permanently on key roads. Install flashing warning signs on roads with limited visibility so drivers are aware they need to slow down and pay extra attention. He was hopeful that the safe streets study was going to result in money for projects to make Hickory safer, but let's implement some low-cost initiatives now to slow down traffic in Hickory. He thanked Council.

Mayor Guess asked if anyone else wished to be heard. No one else appeared.

VI. Approval of Minutes

A. Regular Meeting of June 18, 2024.

Alderwoman Patton moved, seconded by Alderman Zagaroli that the Minutes of June 18, 2024 be approved. The motion carried unanimously.

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

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

A. Budget Revision Number 23. (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.

City Attorney Timothy Swanson requested Item "E" be removed from the Consent Agenda.

Mayor Guess moved, seconded by Alderman Seaver approval of the Consent Agenda with the Exception of Item "E". The motion carried unanimously.

A. Approved on First Reading a Speed Limit Reduction to 25mph along 20th Avenue NW between North Center Street (NC127) and 2nd Street NW, and along 20th Avenue Drive NW from 20th Avenue NW to the End of the Street.

Staff request Council's approval to implement a speed limit reduction to 25mph along 20th Avenue NW between North Center Street (NC 127) and 2nd Street NW, and along 20th Avenue Drive NW from 20th Avenue NW to the end of the street. City Council implemented a Neighborhood Traffic Calming Program that enables citizens to request measures to improve traffic safety in the area where they own property. Citizens are required to apply to request measures and provide a reason for the request. Then, the City performs analysis to determine what, if any, measures are warranted. Citizens requesting traffic calming measures are required to complete and submit a petition with a certain percentage of properties in favor of implementation for the request to move forward. Traffic Division staff received the completed petition from property owners along 20th Avenue NW with regards to the Neighborhood Traffic Calming Program and have found the property owners to comply with the guidelines. The petition does qualify for a speed limit reduction to 25mph. Forty-five (45) properties were included in the petition and twenty-seven (27) properties signed in favor of implementation. This represents at least 60% approval, which meets the requirement. The necessary sign modifications along the roadway can be performed as a normal part of the Traffic Division's signs/markings shop operations. Staff recommends Council's approval to the speed limit reduction to 25mph along 20th Avenue NW between North Center Street (NC 127) and 2nd Street NW, and along 20th Avenue Drive NW from 20th Avenue NW to the end of the street.

ORDINANCE NO. 24-26

AN ORDINANCE OF THE HICKORY CITY COUNCIL
AMENDING THE TRAFFIC ORDINANCE AUTHORIZED IN THE
HICKORY CODE OF ORDINANCES – ARTICLE III, SECTION 18-81

WHEREAS, Article III of the City of Hickory Code of Ordinances be and is hereby amended through the modification of the official maps authorized therein as follows, to wit:

Amend the Traffic Ordinance by reducing the speed limit along 20th Avenue NW between North Center Street (NC 127) and 2nd Street NW, and along 20th Avenue Drive NW from 20th Avenue NW to the end of the street to 25 mph.

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

This Ordinance shall become effective immediately upon adoption.

- B. Approved a Resolution Authorizing an Upset Bid Process for Property Located at 1560 4th Avenue SE, Hickory, NC for a Non-Exclusive Parking Lot Lease Agreement with One Kingdom Alliance International dba iChurch.

The City is the owner of the property located at 1560 4th Avenue SE, Hickory. One Kingdom Alliance International d/b/a iChurch requests to enter into a Non-Exclusive Lease of the parking lot for an initial term of 10-years with successive options to renew of five-years each. North Carolina General Statute Section 160A-272 permits North Carolina municipalities to lease real property for terms of more than 10-years by following the upset bid procedure set for in North Carolina General Statute Section 160A-269 for the sale of real property. Staff requests Council’s approval of a Resolution authorizing an upset bid process for the property located at 1560 4th Avenue SE, Hickory, with respect to the proposed lease agreement with One Kingdom Alliance International d/b/a iChurch. If no qualifying upset bid is received Council directs the Mayor or City Manager to execute the Non-Exclusive Parking Lot Agreement with One Kingdom Alliance Internation d/b/a iChurch.

RESOLUTION NO. 24-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HICKORY AUTHORIZING AN UPSET BID PROCESS WITH RESPECT TO PROPOSED LEASE PURSUANT TO PROVISIONS OF N.C.G.S. 160A-272

WHEREAS, North Carolina General Statute Section 160A-272 permits North Carolina municipalities to lease real property for terms of more than ten (10) years by following the upset bid procedure set forth in North Carolina General Statute Section 160A-269 for the sale of real property; and

WHEREAS, the City of Hickory is the owner of that certain tract or parcel of real property (“Property”) situated in Hickory Township, Catawba County, North Carolina, commonly known as 1560 4th Avenue SE, Hickory, NC 28602, which Property is more particularly described in Deed Book 2507, Page 1481, Catawba County Registry; and

WHEREAS, the City of Hickory has received a written offer from One Kingdom Alliance International d/b/a iChurch to entered into a non-exclusive lease of the Parking Lot for an initial term of ten (10) years with successive options to renew of five (5) years each, which Lease shall commence on August 1, 2024 at a rental rate of \$1.00, pursuant to that certain Non-Exclusive Parking Lot Lease Agreement attached hereto as Exhibit 1 and incorporated herein by this reference; and

WHEREAS, the terms and conditions of the offer are set out in the attached Amendment to Lease Agreement, to be entered into between the City of Hickory and One Kingdom Alliance International d/b/a iChurch if the offer is accepted by the City of Hickory; and

WHEREAS, One Kingdom Alliance International d/b/a iChurch is required by law to submit a 5% bid deposit with the City Clerk; and

WHEREAS, the City of Hickory wishes to authorize the lease of the Property through the upset bid procedure.

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

1. The City Council hereby declares the Property surplus to the needs of the City of Hickory and authorizes its lease through the upset bid procedure set out in North Carolina General Statute Section 160A-269.
2. Upon receipt of the required 5% bid deposit, the City Clerk shall cause notice of the proposed lease to be published in the Hickory Daily Record as required by law. The notice shall describe the Property and the amount of the offer and shall state the terms of the offer and how it may be upset.
3. Any person wishing to upset the offer of One Kingdom Alliance International d/b/a iChurch must submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice is published. At the conclusion of the ten (10)

day period, the City Clerk shall open the bids, if any, and the highest such bid shall become the new offer. If more than one (1) bid is received, the highest such bid received shall become the new offer.

4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a ten (10) day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
 5. A qualifying higher bid is one that raises the existing offer by an amount of not less than 10% of the first \$1,000 of that offer, and 5% of the remainder of that offer.
 6. A qualifying higher bid must be accompanied by a deposit in the amount of 5% of the bid, which deposit must be made in cash, certified check, or cashier's check. The City of Hickory will return the deposit on any bid not accepted and will return the deposit on any offer subject to upset if a qualifying higher bid is received.
 7. If a qualifying higher bid is received, the terms of approval of the high bid shall be as follows: (a) the City Council intends to act on the final high offer, which it will do by accepting or rejecting the higher offer within thirty (30) days after the end of the final upset bid period and (b) the high bidder must agree to be bound by all of the terms and conditions of the Non-Exclusive Parking Lot Lease Agreement.
 8. The City of Hickory reserves the right to (a) withdraw the Property from upset bid procedure at any time before the final high bid is accepted and (b) reject at any time all bids.
 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above from One Kingdom Alliance International d/b/a iChurch, with such non-substantial changes as are approved by the City Manager, is hereby accepted upon execution of the Non-Exclusive Parking Lot Lease Agreement by the Mayor or City Manager without further action of City Council.
 10. If no qualifying upset bid is received after the initial public notice, the Mayor or the City Manager is authorized to execute the Non-Exclusive Parking Lot Lease Agreement and any other instruments necessary to lease the Property to One Kingdom Alliance International d/b/a iChurch. The offer to lease is not accepted until the Non-Exclusive Parking Lot Lease Agreement is executed as herein-above provided.
- C. Approved a Resolution Authorizing an Upset Bid Process for the Advertisement of an Offer to Purchase City-Owned Property, Being Tract 1, Plat Book 17, at Page 54, Catawba County Registry, (Lot 1, 17th Avenue Place NW).

The City is the owner of Tract 1, Plat Book 17, at Page 54, Catawba County Registry, (Lot 1, 17th Avenue Place NW). The City has received an offer to purchase said property in the amount of \$75,000. North Carolina General Statute Section 160A-269 allows the City to receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. Staff requests Council's approval of a Resolution authorizing an upset bid process for Tract 1, Plat Book 54, Catawba County Registry. If no qualifying upset bid is received, Council directs the City Manager to execute the offer to purchase and contract and all documents related to the sale.

RESOLUTION NO. 24-44

RESOLUTION AUTHORIZING THE ADVERTISEMENT OF AN OFFER TO PURCHASE CERTAIN PROPERTY

WHEREAS, City Council of the City of Hickory desires to dispose of certain surplus properties of the City of Hickory.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The following described property is hereby declared to be surplus to the needs of the City of Hickory:

Approximately .6943-acres more or less, being Tract 1, Plat Book 17, at Page 54, Catawba County Registry, Identified as PIN 3703-06-48-7190, Catawba County GIS.
2. City Council has received an offer to purchase and contract for the sum of \$75,000 for Tract 1, Plat Book 17, at Page 54, Catawba County Registry. The person making the offer deposited the sum equal to five percent (5%) of his or her offer, with Amber R. Mueggenburg, PLLC.

3. City Council proposes to accept the offer unless a qualifying upset bid shall be made.
4. The City Clerk shall cause a notice of such offer to be published in accordance with G.S. 160A-269.
5. Persons wishing to upset the offer must submit a sealed bid to the City Clerk within ten (10) days after publication of the notice. The person making the bid must deposit with the City Clerk a sum equal to five percent (5%) of his or her offer in the form of cash, cashier's check, or wire funds. At the conclusion of the ten (10) days, the City Clerk shall open the bids, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
6. If a qualifying upset bid is received, the City Clerk is directed to re-advertise the offer at the increased upset bid amount, and to continue with this process until a ten (10) day period has passed without receipt of a qualifying upset bid.
7. Upon approval of the final upset bid, total payment for the property must be received by the City of Hickory within 30 days of the bid award.
8. City Council authorizes the City Manager to execute all documents related to the sale if no upset bids are received after due advertisement.

- D. Approved the Purchase of a Heil DuraPack Half Pack Front-End Loading Refuse Body, and a 2025 Mack Terrapro Cab Chassis in the Amount of \$364,994.66 from Carolina Environmental Systems, Inc. under the NCSA Contract #24-08-0421.

Staff requests the approval of the purchase of a Heil DuraPack Half Pack 40 cubic yard heavy duty front-end loading refuse body complete with all standard specifications and NCSA base body specification package in the amount of \$183,994.66, and a 2025 Mack Terrapro cab chassis complete as per the specifications, to include a five year 250,000 mile engine, engine aftertreatment system warranty, and a five year unlimited mile transmission warranty in the amount of \$181,000, under the NCSA Contract #24-08-0421, from Carolina Environmental Systems, Inc. The Commercial Solid Waste Division capital equipment improvement plan includes the replacement of a front load refuse truck in FY24-25. These trucks are used to collect commercial solid waste dumpsters and account for nearly 50 percent of the waste collected. Staff recommends Council's approval of the purchase of the front-end loading refuse body and the 2025 Mack Terrapro cab chassis from Carolina Environmental Systems, Inc. in the total amount of \$364,994.66 under the NCSA Contract #24-08-0421.

- E. Removed from Consent Agenda to be Considered at a Future Council Meeting an Ordinance Amending the Parking Enforcement Provisions of the City of Hickory Code of Ordinances.

Staff requests approval of amending the parking enforcement provisions of the City of Hickory Code of Ordinances for the following: Section 11-47. - Fire Lanes - Section 11-47(d) shall be amended and Section 11-47(e) shall be added; Section 18-121. - Violations shall be amended; Section 18-122. - Enforcement, generally; payment to satisfy violation shall be amended; Section 18-212. - Handicapped parking privileges, Section 18-212 (e) shall be deleted; Section 18-213. - Special parking places restricted to handicapped – shall be amended; Section 18-214. - Privileges extended to non-handicapped operator(s) shall be amended; and Section 18-215. - Penalty for violation – shall be amended. The changes are intended to ensure more effective enforcement and compliance with parking regulations. Staff recommend approval of the amendments to the parking enforcement provisions of the City of Hickory Code of Ordinances.

- F. Approved the First Amendment to the Economic Development Agreement with Corning Optical Communications.

Staff requests Council's approval of the first amendment to the economic development agreement with Corning Optical Communications. The City and Corning Optical Communications previously entered into an Economic Development Agreement dated September 28, 2021. The following shall be amended as described in the First Amendment to the Economic Development Agreement (EDA): Section 1- Company, paragraphs 1, 3, and 4, shall be amended, which modifies Corning's responsibility to create a minimum of 200 new jobs and capital improvements to their property; Section II – City, paragraph 6(a), (b), (c), and (d) shall be amended, which reflects the City of Hickory's requirements for payment of economic development incentives for real and personal improvements and for job creation; Section II – City, Exhibit "A" of the EDA shall be amended. Except where a covenant or provision is explicitly amended, all covenants and provisions in the Economic Development Agreement shall remain in full force and effect Staff recommends approval

of the First Amendment to the Economic Development Agreement with Corning Optical Communications.

- G. Approved Applying for the Airport Terminals Program funded by the Bipartisan Infrastructure Law in the Amount of \$2 Million Dollars in Grant Funding.

Staff requests the Council's approval to apply for the Airport Terminals Program funded by the Bipartisan Infrastructure Law. Five billion dollars has been allocated over five years to provide competitive grants for airport terminal development projects that address the aging infrastructure of the nation's airports. These grants will fund safe, sustainable, and accessible airport terminals. City staff wish to apply for this grant funding for renovations and improvements at the Hickory Regional Airport Phil C. Yount Terminal. Currently, the terminal is not used for its original intended purpose of commercial passenger service. Crosswinds Restaurant, Sky View Aviation Flight Instruction, the Hickory Hop, and the Hickory Aviation Museum are current tenants inside the terminal. The proposed renovations would include but are not limited to Americans with Disabilities Act (ADA) accessibility improvements, improved energy-efficient lighting, and renovations to the current Airport Museum for office or workspace for future economic development purposes. The City wishes to improve the current terminal with the understanding that there may be future opportunities to reinstitute passenger service at the Hickory Regional Airport. City Staff are currently working with the airport's engineering firm, Talbert, Bright, and Ellington, to determine the scope and cost of these improvements. The application for this grant is due on July 31, 2024. This is a project that has been deemed necessary to the overall benefit of Hickory Regional Airport, the future growth and expansion of private, charter, freight, and possible future commercial services. There will be 5% local matching funds for the City to consider. Staff recommends that the Council approve the City's application for the Bipartisan Infrastructure Law—Airport Terminals Program, in the amount of \$2 million dollars of grant funding, which includes 5% in local matching funds.

- H. Approved an Addendum to the Contract with City of Claremont for Sale of Wastewater Services to Change the Metering Location for the McLin Outfall.

Staff requests Council's approval of an addendum to the January 14, 2019, City of Hickory Contract with City of Claremont for Sale of Wastewater Services to change the metering location for the McLin Outfall. The City of Claremont approached the City of Hickory in 2009 with desires to employ the services of the City of Hickory Public Utilities Department to operate, maintain and manage two wastewater treatment Facilities, five collection system lift stations, provide operator in responsible charge credentials for distribution and collections systems, and provide ancillary operations testing, flushing, engineering etc. Claremont now seeks to employ the treatment services of the Hickory-Catawba Wastewater Treatment Facility (WWTF) to provide modern, cost-effective treatment services to the City of Claremont for the long term. This contract amendment changes the metering location from the original "Point A", along McLin Creek, to "Point B" near the Hickory-Catawba WWTF. There are provisions in the amendment to deduct amount charged for wastewater flowing from current or future Catawba County customers also connected to the new outfall. Staff recommends Council's approval of an addendum to the January 14, 2019, City of Hickory Contract with City of Claremont for Sale of Wastewater Services to change the metering location for the McLin Outfall.

- I. Approved Change Order 3 with Fuller & Co. Construction, LLC for a Contract Deduction in the Amount of \$273,788.45 for the Murray Basin Sewer Project.

Staff requests Council's approval of change order number 3 with Fuller & Co. Construction, LLC for a contract deduction in the amount of \$273,788.45 for the Murray Basin Sewer Project (SRF CS370389-22). The Murray Basin Project includes the addition of multiple pumping stations, force main and the upgrade of existing gravity sanitary sewer lines. Flows from the existing system relayed back to existing City of Hickory WWTF will result in a net savings of approximately \$400,000 annually. Additionally, the additional flows of the Murray Basin into the Henry Fork WWTF will be welcome addition as the facility currently is running at approximately 27% capacity. Council approved the original contract with Fuller & Co. Construction, LLC on May 18, 2021 in the amount of \$5,624,051.10. These changes account for as-built quantities and will serve as the final change order to zero out the remaining line items not being constructed/billed as part of this project. Staff recommends Council's approval of change order number 3 with Fuller & Co. Construction, LLC, for a contract deduction in the amount of \$273,788.45 for the Murray Basin Sewer Project (SRF CS370389-22).

- J. Approved a Contract with the North Carolina Department of Commerce for the Downtown Streetscape Improvement Grant in the Amount of \$850,000.

Staff requests approval of a Rural Downtown Economic Development Agreement with the North Carolina Department of Commerce for the improvement of downtown streetscapes. The North Carolina Department of Commerce has recently advertised a program to provide grant funding for economic development. Since Hickory is located within a tier 2 county, as

defined by the NC Department of Commerce, the City was eligible to apply for up to \$850,000 in funding for improvements to the downtown area. The program provides funding for streetscape improvements and other downtown development projects. Staff applied for funding to upgrade the streetscapes on Government Avenue from 1st Street SW and 3rd Street SW and 1st Avenue NW between North Center Street and 2nd Street NW. These upgrades will include bulb-outs, improved outdoor spaces, and lighting to match the existing streetscapes in the downtown area. The grant requires a 5 percent match from the City of Hickory. The NC Department of Commerce announced the approval of the \$850,000 grant in June 2024. Staff have begun full design work on the improvements, and the project should be competitively bid later this year. All work must be completed by December 31, 2026. Staff recommends approval of the Rural Downtown Economic Development Grant Agreement with the NC Department of Commerce.

- K. Approved a Resolution Authorizing the Execution of Kroger Opioid Settlement and Approving the Second Supplementary Agreement for Additional Funds.

Staff requests Council’s approval of a Resolution authorizing the execution of the Kroger Opioid Settlement and approving the second supplementary agreement for additional funds. The City of Hickory joined thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct. A settlement was reached in litigation against the Kroger Co. as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement. Representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a second supplemental agreement for additional funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements. By joining the settlements and approving the SAAF-2, the State and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible. It is advantageous to the City of Hickory and its residents to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the State and this municipality to help abate the harm. The SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis. Staff recommends Council’s approval of the Resolution authorizing the execution of the Kroger Opioid Settlement and approving the second supplementary agreement for additional funds.

RESOLUTION NO. 24-45

RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF HICKORY
 AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND APPROVING
 THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. (“Kroger”) as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including THE City of Hickory and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this municipality to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, that the City Council for the City of Hickory hereby authorizes the City Manager to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

- L. Approved on First Reading Budget Revision Number 20EC.

**ORDINANCE NO. 24-16
BUDGET REVISION NUMBER 20EC**

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2024, and for the duration of the Project Ordinance noted herein.

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

FUNCTIONAL AREA	INCREASE	DECREASE
General Government	106,648	5,824
TOTAL	106,648	5,824

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	5,824	-
Restricted Intergovernmental	95,000	-
TOTAL	100,824	-

SECTION 2. To amend the State & Local Cybersecurity Grant (#450002) Grant Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	5,824	100,824
TOTAL	5,824	100,824

To provide funding for the above, the State & Local Cybersecurity Grant (#450002) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental	-	95,000
TOTAL	-	95,000

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

- M. Approved on First Reading Budget Revision Number 1.

**ORDINANCE NO. 24-28
BUDGET REVISION NUMBER 1**

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, 2025, and for the duration of the Project Ordinance noted herein.

SECTION 1. To amend the General Fund within the FY 2024-25 Budget Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Government	-	600,000
Other Financing Uses	600,000	-
TOTAL	600,000	600,000

SECTION 2. To establish the Aviation Museum Connector (#70015) Grant Project, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	3,000,000	-
TOTAL	3,000,000	-

To provide funding for the above, the Aviation Museum Connector (#70015) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	600,000	-
Restricted Intergovernmental	2,400,000	-
TOTAL	3,000,000	-

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

IX. Items Removed from Consent Agenda – Item “E”

City Attorney Timothy Swanson advised Item “E” was the parking fine amendment in the ordinance, and they needed to tweak some language in that and should have it ready for the next meeting.

X. Informational Item

XI. New Business

A. Public Hearings

B. Departmental Reports:

1. Appointments to Boards and Commissions

BUSINESS DEVELOPMENT COMMITTEE

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

CITIZENS ADVISORY

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

COMMUNITY APPEARANCE COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 1 (Wood Appoints) Lynn Sampson Eligible for Reappointment
At-Large (Outside City but within HRP) (Council Appoints) VACANT

COMMUNITY RELATIONS COUNCIL

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

HICKORY REGIONAL PLANNING COMMISSION

(Term Expiring 6-30; 3-Year Terms with Unlimited Appointments) (Appointed by City Council)
Ward 1 (Wood Appoints) Bill McBrayer Eligible for Reappointment
Ward 2 (Williams Appoints) (Philip Reed Resigned Effective 8-1-2024)
Burke County Representative (Mayor Appoints with Recommendation from Burke County) VACANT

Alderman Wood nominated Bill McBrayer for reappointment on the Hickory Regional Planning Commission.

HISTORIC PRESERVATION COMMISSION

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

LIBRARY ADVISORY BOARD

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

Ward 2 (Williams Appoints) VACANT
 Ward 3 (Seaver Appoints) Pamela Kiefer Eligible for Reappointment

Alderwoman Williams advised the Ward 2 Representative for the Library Advisory Board had been filled by Suzanne Williams.

PARKS RECREATION AND SPORTS TOURISM

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 1 (Wood Appoints) Susan Bisulca Eligible for Reappointment

Alderman Wood nominated Susan Bisulca for reappointment as Ward 1 Representative on the Parks Recreation and Sports Tourism Board.

PUBLIC ART COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 1 (Wood Appoints) VACANT
 At-Large (Mayor Appoints) VACANT

RECYCLING ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 4 (Freeman Appoints) VACANT
 Ward 5 (Zagaroli Appoints) VACANT
 Ward 6 (Patton Appoints) VACANT
 At-Large (Council Appoints) VACANT
 At-Large (Council Appoints) VACANT

YOUTH COUNCIL

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

Youth Council Applicant Review Committee Recommends the Following Appointments:

Hickory High School VACANT

Recommendation of Meah Wilkins as a Hickory High School Representative

Hickory High School VACANT
 Homeschool VACANT

Mayor Guess nominated Meah Wilkins as a Hickory High School Representative on the Youth Council.

Mayor Guess moved seconded by Alderwoman Patton approval of the above nominations. The motion carried unanimously.

C. Presentation of Petitions and Requests

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

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

Mayor Guess mentioned the movie nights had started downtown, weather permitting, on Saturdays, the next one a week from Saturday. The schedule should be online. It was 8:30 p.m. on Saturdays throughout July and August. He commented for those that did not hear it or see it, the City got the delivery of their Marine Harrier jet yesterday at the Hickory Aviation Museum. It was a big day. There were lots of folks there. It was a great event. If they did not see it or hear it, then they must have been out of town. They had an enjoyable time out there for that, and they were glad to have that addition to the new aviation museum that was under construction. The Aviation Walk would open at the end of this month on July 30th at 10:00 a.m. It was a public event, of course, and they could attend that if they would like. They have a lot going on, and they were welcome to attend those functions as well.

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

Mayor Guess moved that Council go into closed session to consult with the attorney to discuss the items below, seconded by Alderwoman Williams. The motion carried unanimously.

1. Approval of Closed Session Minutes of December 19, 2023 - NCGS §143-318.11(a)(1)
2. Discussion of Personnel Matter - NCGS §143-318.11(a)(6)

Council convened to closed session at approximately 6:23 p.m.

Council reconvened to open session at approximately 7:22 p.m.

No action was taken upon return to open session.

XV. There being no further business, the meeting adjourned at 7:22 p.m.

Mayor

City Clerk

To: City Manager's Office
From: Police Department
Contact: Chief D. Reed Baer III
Date: July 15, 2024
Re: Request to Award Service Weapon & Badge to Sergeant Randy Isenhour

REQUEST: Hickory Police Department request City Council to award Sergeant Randy Isenhour his service weapon (Glock Model - Serial # UHF233) and badge upon his retirement August 1, 2024.

BACKGROUND: Sergeant Randy Isenhour will retire from the City of Hickory Police Department August 1, 2024, after completing over 29 years of qualifying service to the citizens of Hickory.

ANALYSIS: By authority of NC General Statutes, City Council may award the service weapon and police badge to Sergeant Randy Isenhour upon his retirement from Hickory Police Department. Upon approval from City Council, the police badge and service weapon will be declared surplus and removed from the city's fixed asset inventory.

RECOMMENDATION: Staff would recommend approval of awarding the service weapon and police badge to Sergeant Randy Isenhour upon his retirement from Hickory Police Department.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

D. Reed Baer III 7/15/24
Initiating Department Head Date

Rodney Miller 7/29/24
Asst. City Manager Rodney Miller Date

Kari Dunlap 7-31-24
Finance Officer, Kari Dunlap Date

Yaidee Fox 7/30/24
Asst. City Manager Yaidee Fox Date

Attorney, Tim Swanson Date

R. Beasley 7/30/24
Asst. City Manager, R. Beasley Date

Cameron McHargue 7-31-24
Deputy Finance Officer, Cameron McHargue Date

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

W. Wood
City Manager, W. Wood

8/1/24
Date

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Steve Miller, Public Works Director
Contact Person: Sam Abernethy, PE, Civil Engineer
Date: August 6th, 2024
Re: Curb and Gutter Petition – 24-02

REQUEST

Staff requests Council acceptance and approval of preliminary resolution to call for a public hearing on September 3rd, 2024 to discuss all matters concerning petition number 24-02 that is requesting the City to construct curb and gutter in front of the business at 290 16th St. PI. SE (PIN 3712-06-48-0633).

BACKGROUND

The City Clerk received a petition from the owner of the property along 16th St. PI. SE to install curb and gutter along a portion of their street as per Section 29-2 of the Hickory Code of Ordinances. The petitioner(s) represent a majority, greater than 50% of the property owner(s) as well as a majority, greater than 50% of the property footage of the property frontage requested in the petition and therefore qualifies as a valid petition.

ANALYSIS

Petition number 24-02 was submitted to the City of Hickory and requests the City to construct curb and gutter in front of the business at 290 16th St. PI. SE (PIN 3712-06-48-0633). The signature(s) on the petition represent 100% of the property owner(s) affected, who in turn represent 100% of the property footage affected as shown on the attached map and summary. The City Clerk validated these numbers. The attached Preliminary Resolution calls for a public hearing on these matters to be held on September 3rd, 2024.

RECOMMENDATION

Staff recommends Council acceptance and approval of preliminary resolution to call for a public hearing on September 3rd, 2024 to discuss all matters concerning petition number 24-020 that is requesting the City to construct curb and gutter in front of the business at 290 16th St. PI. SE (PIN 3712-06-48-0633).

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Initiating Department Head

Rodney Miller

Asst. City Manager Rodney Miller

Date

7/29/24

Date

Deputy City Attorney, A. Dula

R. Beasley

Asst. City Manager, R. Beasley

Date

7/30/24

Date

Kari Dunlap

Finance Officer, Kari Dunlap

7/31/24

Date

Cameron McHargue

Deputy Finance Officer,
Cameron McHargue

7-31-24

Date

Asst. City Manager Yaidee Fox

Date

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

W. Wood
City Manager, W. Wood

8/1/24
Date

RESOLUTION NO. 24- ____

PRELIMINARY RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF HICKORY
(NO. 24-02)

WHEREAS, on the 15th day of July, 2024, property owners of 290 16th Street Place SE, Hickory, filed with the City Engineer of the City of Hickory a petition for improving said street by placing and constructing thereon curb and gutter according to plans and specifications on file in the Office of the City Engineer; and

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

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

1. That the above-mentioned petition is found to be sufficient in all respects.
2. That, that portion of 290 16th Street Place SE, Hickory be improved by placing and constructing thereon curb and gutter in accordance with plans and specifications on file in the Office of the City Engineer under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina, and that said improvements be done by the City of Hickory or by contract after due notice and advertisement for bids, as outlined by Chapter 143, Section 129 of the General Statutes of North Carolina.
3. That 50 percent of the total cost of the said improvements may be assessed against the property receiving the improvement for constructing curb and gutter at \$43.50 per linear foot for a total of 160' linear feet excluding driveway cuts, and \$87.50 per linear foot for driveway apron for a total of 26' linear feet, combined being 186' linear feet.
4. That the assessment herein provided for shall be payable in cash, or if the property owners shall so elect, in accordance with Chapter 160A, Sections 232 and 233 of the General Statutes of North Carolina, they shall have the option and privilege of paying the assessment in five (5) equal annual installments, to bear interest at the rate of 8 percent per annum.
5. That a public hearing on all matters covered by this resolution shall be held on September 3, 2024, at 6:00 p.m. in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

This the 6th day of August 2024.

Hank Guess, Mayor

Debbie D. Miller, City Clerk

(No. 24-02)

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the annexed petition of property owners for the improvement of a portion of 290 16th Street Place SE, Hickory was lodged with me on the 17th day of July, 2024, and that I have investigated the sufficiency of said petition; and that the results of my investigation are as follows:

The total number of owners of land abutting on the parts of said street proposed by said petition to be improved is three (3). The number of said owners who signed said petition is three (3), a majority.

The total number of lineal feet of said lands upon the parts of the street proposed by said petition to be improved is 186 feet. The number of said lineal feet represented by said owners who signed said petition is 186 feet, a majority.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory, this the 18th day of July, 2024.

Debbie D. Miller
Debbie D. Miller, City Clerk



PETITION FOR CONSTRUCTION OF CURB AND GUTTER

PETITION # _____
(For Office Use Only)

QUALIFYING DATE: _____
(For Office Use Only)

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

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

16th St. Pl. SE

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

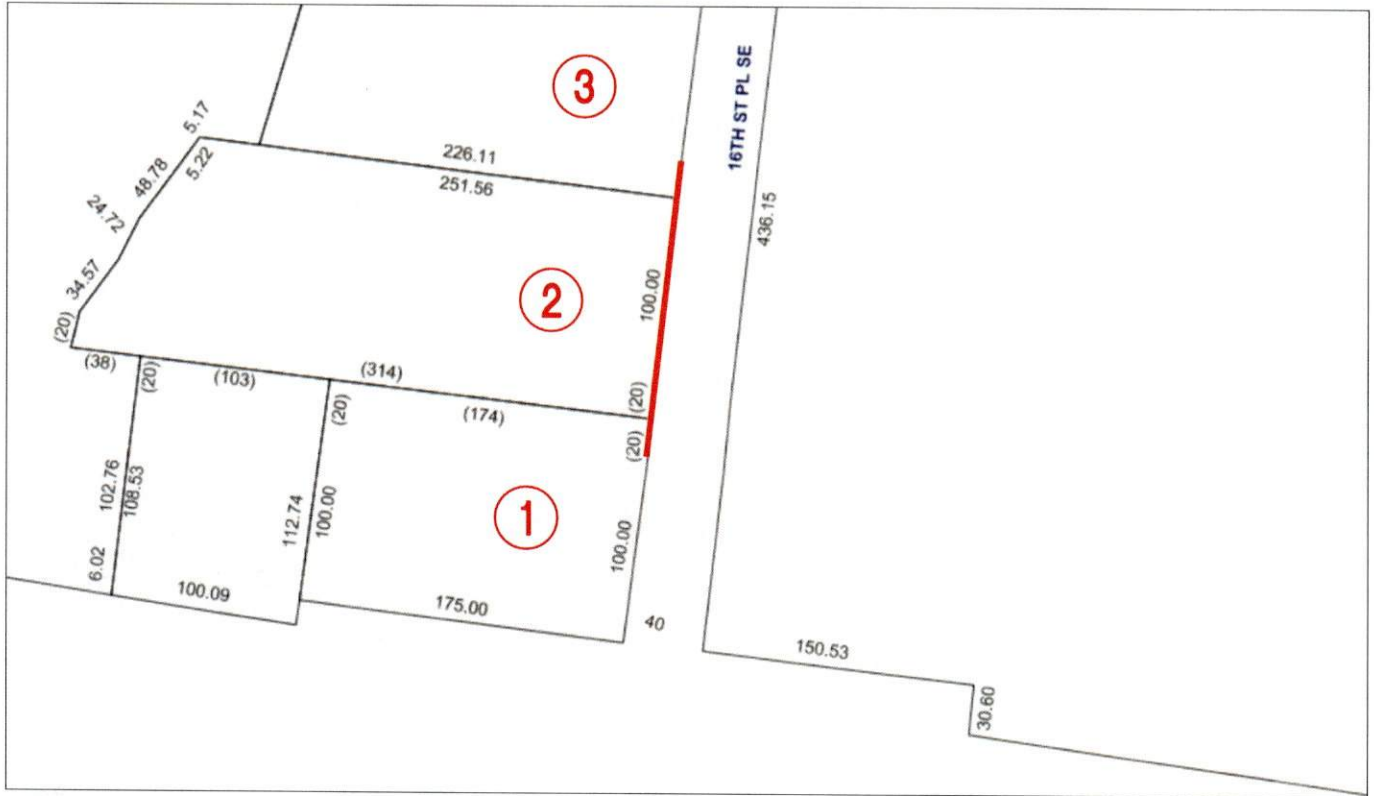
We, the undersigned, do further petition that the cost of such improvements as measured along the right-of-way line for curb and gutter at \$43.50 per linear foot and \$87.50 per linear foot of driveway apron measured at its narrowest point, be specially assessed against the property abutting on that portion of said street as is heretofore described, all as is provided for in said General Statutes or the Charter of the City of Hickory.

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

*Prices effective July 1, 2024 through June 30, 2025.

ADDRESS OF LOT(S)	FOR PETITION	AGAINST PETITION	DATE
ADDRESS F Ave. SE PIN 371206480898	PRINT NAME 4 Hokes LLC SIGNATURE <i>[Signature]</i> MEMBER	PRINT NAME SIGNATURE	7/15
ADDRESS 290 16 th St. Pl. SE PIN 371206480633	PRINT NAME 4 Hokes LLC SIGNATURE <i>[Signature]</i> MEMBER	PRINT NAME SIGNATURE	7/15
ADDRESS Tate Blvd. SE PIN 371206480439	PRINT NAME 4 Hokes LLC SIGNATURE <i>[Signature]</i> MEMBER	PRINT NAME SIGNATURE	7/15
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
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ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	
ADDRESS PIN	PRINT NAME SIGNATURE	PRINT NAME SIGNATURE	

PETITION 24-02 PROPOSED CURB AND GUTTER 16th St. Pl. SE



SCALE: 1"=100'

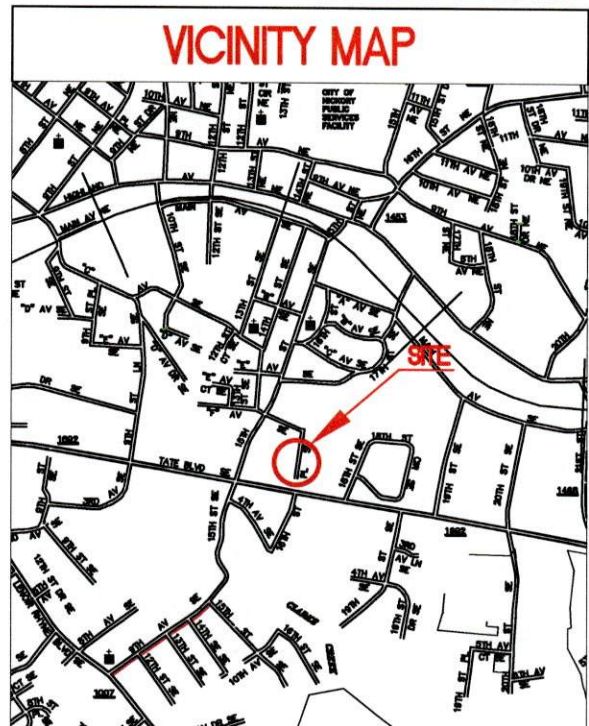
DATE: 7-15-2024

3 Property Owners Total
3 Property Owners Signed
0 Property Owners Not Signed
100% Property Owners Signed

186' Total Footage (Measured)
 - 26' Driveway
 - 160' LF Curb and Gutter

100' Footage Signed
0% Not Signed
100% Footage Signed

LEGEND	
①	SIGNED
1	NOT SIGNED
—	PROPOSED CG



NOT TO SCALE

4

COUNCIL AGENDA MEMOS

To: City Manager’s Office
From: Steve Miller, Public Works Director
Contact Person: Andrew S. Ballentine, Solid Waste Manager
Date: July 18, 2024
Re: Automated Side Loading Refuse Truck (Solid Waste – Residential)

REQUEST

Staff requests Council acceptance and approval of a bid and award to Transource, for a 2024 New Way Sidewider 29 Cab/Chasis, \$173,962.02, with a New Way 29 Body, \$176,049.18, per the NCSA Contract # 22-08-0421, plus extended warranty in the amount of \$354,883.20.

BACKGROUND

The City plans for regular and normal replacement of necessary equipment as a means of maintaining a fleet that is efficient and effective and that will enable the City to provide customary services. The City uses these automated side loader trucks for collection of refuse with our residential service. This unit is operated daily in the Residential Division of the Solid Waste Division and replaces truck unit #3734 which is a 2017 model.

ANALYSIS

The Residential Solid Waste Division capital equipment improvement plan includes the replacement of a Automated Side Load Refuse Truck in FY 24-25. These trucks are used to collect residential solid waste rollouts and account for nearly 50% of the waste we collect. Maintenance of these trucks is very expensive due to the level of difficulty in the hydraulics and electronics, so the division has adopted a practice to replace trucks prior to major expenses for mechanical repairs that typically come with older equipment.

Staff from the Solid Waste and Fleet Division’s prepared specifications to purchase equipment meeting the City’s requirements. The City participates in a buying cooperative with the NCSA.

The approved Residential Solid Waste Division (5480) Capital Budget includes purchase of a Automated Side Load Refuse Truck in the amount of \$354,883.20. The bid price for this equipment through the NCSA Contract # 22-08-0421 is \$354,883.20, which includes an extended warranty.

RECOMMENDATION

Staff recommends Council acceptance and approval of a bid and award to Transource, for a 2024 New Way Sidewider 29 Cab/Chasis, \$173,962.02, with a New Way 29 Body, \$176,049.18, per the NCSA Contract # 22-08-0421 in the total amount of \$354,883.20, which includes an extended warranty.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE: 039 5480 54 75 01

Reviewed by:

Steve Miller 7-18-24
Initiating Department Head Date

Rodney Miller 7/30/24
Asst. City Manager Rodney Miller Date

Kari Dunlap 7/31/24
Finance Officer, Kari Dunlap Date

Yaidee Fox 7/30/24
Asst. City Manager Yaidee Fox Date

R. Beasley 8/30/24
Asst. City Manager, R. Beasley Date

Cameron McHargue 7-31-24
Deputy Finance Officer, Cameron McHargue Date

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

W. Wood
City Manager, W. Wood

8/1/24
Date



For NCSA Contract Purchases:
 Please send P.O. to Amick & NCSA including:
 Contract #, Spec #, Contact Info, & Fed. Tax ID #
 NCSA: kmitman@ncsheriffs.net
[LINK: NCSA Terms & Conditions](#)

CONTRACT #
22-06-0426R
SPECIFICATION #
4044

END USER: HICKORY
 BRAD ABERNATHY
 BODY INSTALL LOCATION: NEW WAY TRUCKS - MS,
 1 WOLVERINE DR., BOONEVILLE, MS 38829

Description	Itemized Contract Price	
MODEL: NEW WAY SIDEWINDER BODY SIZE: 29 BODY PAINT: BODY WARRANTY: STANDARD MFG. WARRANTY.	\$ 166,106.00	
STANDARD EQUIPMENT INCLUDED		
SIDEWINDER XTR AUTOMATED ARM - XHD 6X6 MODEL 12 FT. REACH & 1000 LBS. LIFT CAPACITY ARM STOWED LOCK - AUTOMATIC PNEUMATIC CAM LOCK ARM CONTROL JOYSTICK - CENTER CONSOLE - PROPORTIONAL HYDRAULIC CONTROL FOR SMOOTH OPERATION ELECTRIC / HYDRAULIC BODY CONTROLS (ILO PNEUMATICS) PROXIMITY SWITCH - ARM STOWED SENSOR - ILO WIRE STYLE LIMIT SWITCH PROXIMITY SWITCHES - PACKER POSITION, TAILGATE, BODY UP, ARM POSITION CAN-BUS ELECTRONIC CONTROL SYSTEM W/ XL IN CAB DISPLAY - OPERATOR FEEDBACK & MAINTENANCE REMINDERS PTO HOUR METER HINGED HOPPER DOOR FOR EASY ACCESS - INCLUDES SAFETY PTO KILL SWITCH FRONT MOUNT VANE PUMP - DUAL PUMP - WORK AT IDLE HYDRAULICS. NOTE: FRONT PUMP REQUIRES FRONT ENGINE PTO PROVISIONS ON CHASSIS NOTE: HOT SHIFT TRANSMISSION MOUNT PTO RESULTS IN UPCHARGE. LED BODY LIGHTS INCLUDING REVERSE AND LICENSE PLATE INTEGRATED MULTIFUNCTION LED STROBE LIGHTS: (2) MOUNTED UPPER TAILGATE SAFETY KIT - FIRE EXTINGUISHER, 10LBS. & TRIANGLE KIT ACRYLIC URETHANE ENAMEL - AXALTA IMRON ELITE 5000 ARM POWDER COAT: NW SAFETY YELLOW STEEL SPECIFICATIONS, STD.: BODY SIDES: 10GA AR450 PACKER PANEL: 1/4" AR450 BODY FLOOR: 8GA AR450 TAILGATE BACK: 10GA AR450 HOPPER FLOOR & SIDES: 1/4" HARDOX 450 RAM GUIDE: 3/8" X 3" AR400 WEAR STRIPS ZINC PLATED HYDRAULIC TUBES OFFER DURABILITY AND HEAT DISSIPATION INDUCTION HARDENED PACK CYLINDERS WITH SCRAPERS QUICK DISCONNECT PORTS FOR PRESSURE GAUGE TROUGH CLEANOUT TOOL CART COUNTING DEVICE BOLT-ON ICC BUMPER		
OPTIONAL UPGRADES AND ACCESSORIES INCLUDED		
HOPPER FLOOR AND SIDE LINER .188 AR450	included	
HINGED FRONT CYLINDER SPLASH SHIELD	\$ 369.66	
CLEAN OUT CHUTE EXTENSIONS BOTH SIDES	\$ 312.40	
HYDRAULIC HOPPER COVER	\$ 3,079.96	
HOPPER ACCESS LADDER	\$ 701.19	
TOOL RACK SHOVEL AND BROOM	\$ 226.74	
LED MID BODY BACKUP LIGHTS	\$ 417.44	
LED BACKUP LIGHTS CENTER TAILGATE	\$ 482.30	
LED WORK LIGHTS 1 IN HOPPER, 1 FACING ARM	\$ 360.43	
INTEGRATED STROBE LOWER TAILGATE 2 LIGHTS	\$ 495.27	
SAFETY VISION TRIPLE CAMERA, 7" COLOR MONITOR, BACKUP, HOPPER, STREETSIDE OF CAB FACING REAR	\$ 775.92	
REMOTE GREASE ZERKS, TAILGATE AND UPPER CYLINDER HINGE PINS. GROUND LEVEL ACCESS	\$ 458.72	
FRONT REMOTE GREASE ZERKS. SYSTEM FOR PACKER AND BODY LIFT PINS	\$ 458.72	
UNDER SEAT ROCKER CONTROL SWITCHES FOR ARM	\$ 688.47	
BACKUP ALARM 102DB	\$ 94.34	
HIGH TEMP FLUID SWITCH	\$ 600.27	

ADDITIONAL OPTIONS: Prices shown in additional options available section are not included in the total price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due within 30 Days of invoice.

TITLEWORK / MCO: Allow 5-10 business days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 5% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.

COOPERATIVE PURCHASING CONTRACTS: Cooperative purchasing contract such as NCSA, Sourcewell, etc. are a tool which satisfies the competitive bidding requirements for some municipalities. Amick Equipment (or its Body Manufacturer) are approved vendors on several contracts, authorized to offer awarded equipment according to each contract's terms and conditions. If a contract award included both body and chassis, then that contract clearly satisfies the bidding requirements for both body and chassis. Some of Amick's contracts were awarded for the body portion only. Upon request, Amick may offer a compatible chassis from another qualified contract holder or may offer a non-contract option. Unless explicitly stated, customers shall not assume that any of the equipment quoted are being offered under a purchasing contract. It is up to the purchaser to determine whether purchasing any items - both explicitly listed on the contract or not, are permitted by their organization's purchasing guidelines.

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

By: _____
Warren Wood, City Manager

Attest:

(SEAL)

Date: _____

Debbie D. Miller, City Clerk

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

Kari Dunlap, Finance Officer

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Office of Business Development, Planning Division

Contact Person: Cal Overby, Planning Manager

Date: July 25, 2024

Re: Voluntary satellite annexation of property owned by Limited NC Properties, LLC.

REQUEST

Call for public hearing, to be held on August 20, 2024, for the consideration of the voluntary satellite annexation of 15.543 acres of property located on Kool Park Road NE across from 24th Street NE. This property is identified as PIN 372417222019.

BACKGROUND

The property is currently located within the City of Hickory's extraterritorial jurisdiction and zoned R-2. The specific zoning permits single family attached and detached dwelling at a rate of 4 units per acre. The property owner has expressed interest in constructing housing on the property, but at this time the type and number of dwellings have not been disclosed.

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

ANALYSIS

The owner of the property is requesting annexation in order to gain access to city utilities. As previously noted, the owner has expressed interest in constructing residences on the property.

Surrounding properties are zoned R-1 and R-2 Residential. The surrounding areas consist of largely of single-family residences.

The current tax value of the property is \$153,700.00. If annexed, the property would generate \$699.00 in additional tax revenues. This value does not consider any new lots or residences constructed upon them.

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

RECOMMENDATION

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

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier 7/25/2024
Initiating Department Head Date

Deputy City Attorney, A. Dula _____
Date

Asst. City Manager R. Miller 7/30/24
Date

Asst. City Manager, R. Beasley 7/30/24
Date

Finance Officer, M. Miller 7/31/24
Date

Deputy Finance Officer, 7-31-24
Date

Asst City Manager Yaidee Fox 7/30/24
Date

Deputy Finance Officer,
Cameron McHargue

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

Warren Wood
City Manager, Warren Wood

8/1/24
Date

VOLUNTARY SATELLITE ANNEXATION ANALYSIS

APPLICANT: Limited NC Properties, LLC

AGENT: Jeff Hunter

PROPERTY LOCATION: Southside of Kool Park Road NE across from 24th Street NE

PIN: 372417222019

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

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

ACREAGE: 15.543 acres

DEVELOPMENT POTENTIAL: The property is currently located within the City of Hickory's extraterritorial jurisdiction and zoned R-2. The specific zoning permits single family attached and detached dwelling at a rate of 4 units per acre. The property owner has expressed interest in constructing housing on the property, but at this time the type and number of dwellings have not been disclosed.

TAX VALUE: The current tax value of the property is \$153,700.00. If annexed, the property would generate \$699.00 in additional tax revenues.

POPULATION INCREASES: The property is vacant, but the owner has interest in developing the property for housing. At this time the type and number of dwellings have not been disclosed. A household in the City of Hickory is estimated to contain 2.36 persons. Once more information is provided about the scale of any development on the property, a better estimate can be provided.

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

School Type	School District	Student Multiplier Per Dwelling	Number of Potential or Existing Dwelling Units	Potential Additional Students
Elementary	Campbell	0.27	Unknown	Unknown
Middle	Arndt	0.09	Unknown	Unknown
High	St. Stephens	0.14	Unknown	Unknown

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

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

- **North**: The properties are zoned R-1 Residential. These properties are occupied by residences.
- **South**: The properties are zoned R-2 Residential and occupied residences of vacant.
- **East**: The properties are zoned R-2 Residential and occupied by residences.
- **West**: The properties are zoned R-1 Residential and occupied by residences.

UTILITY SERVICE: Water and sewer are available to serve the property. A 12 inch water line is along Kool Park Rd NE, and an 18 inch sewer line runs along the creek on the SW edge of the property. The developer would be responsible for any extension necessary to serve future development.

ACCESS: Access to the property is from Kool Park Road NE, which is maintained by the NCDOT (SR 1400).

DISTANCE FROM CITY LIMITS (See Map 1): The property is located approximately 1800 feet east of the current proper city boundary.

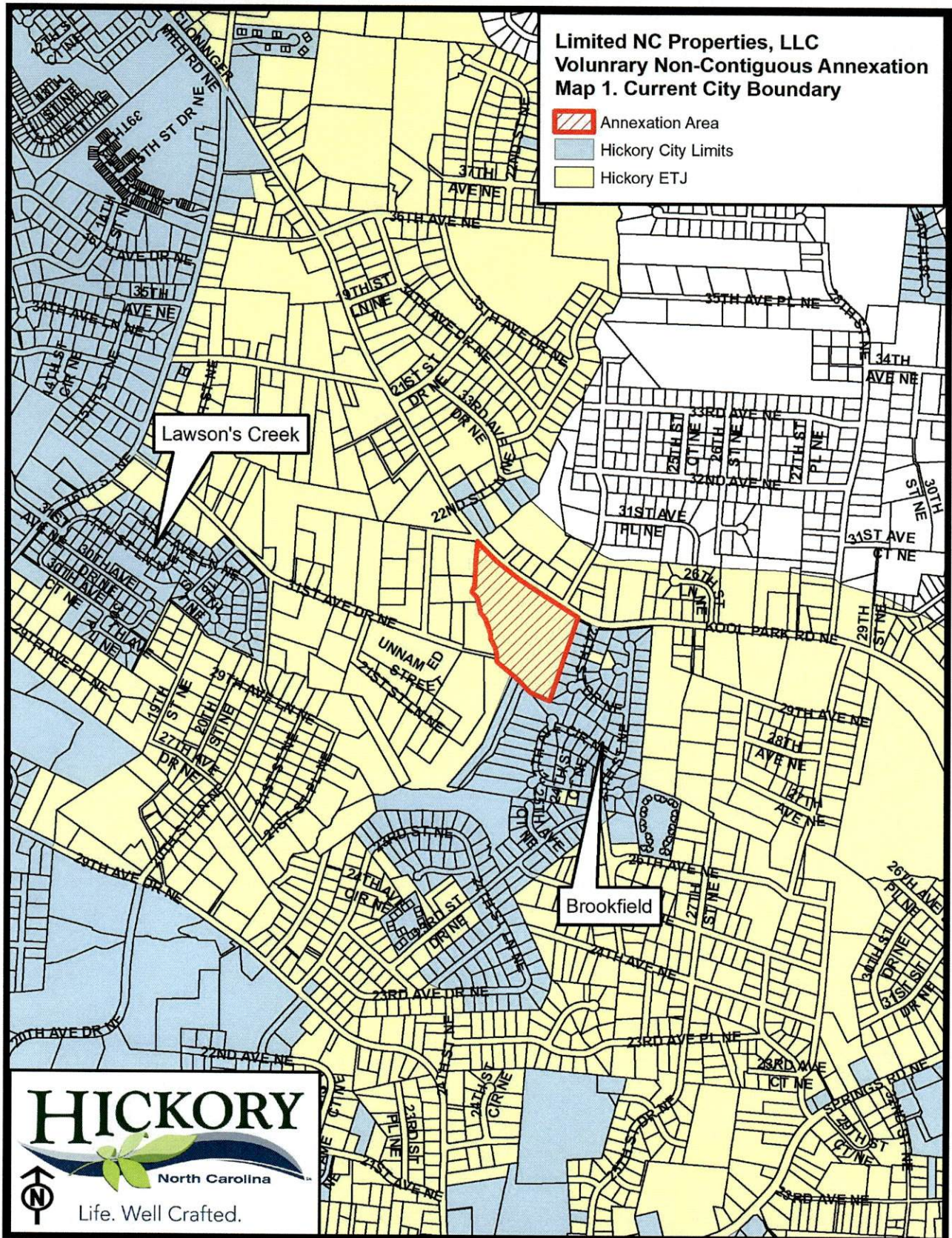
STAFF COMMENTS:

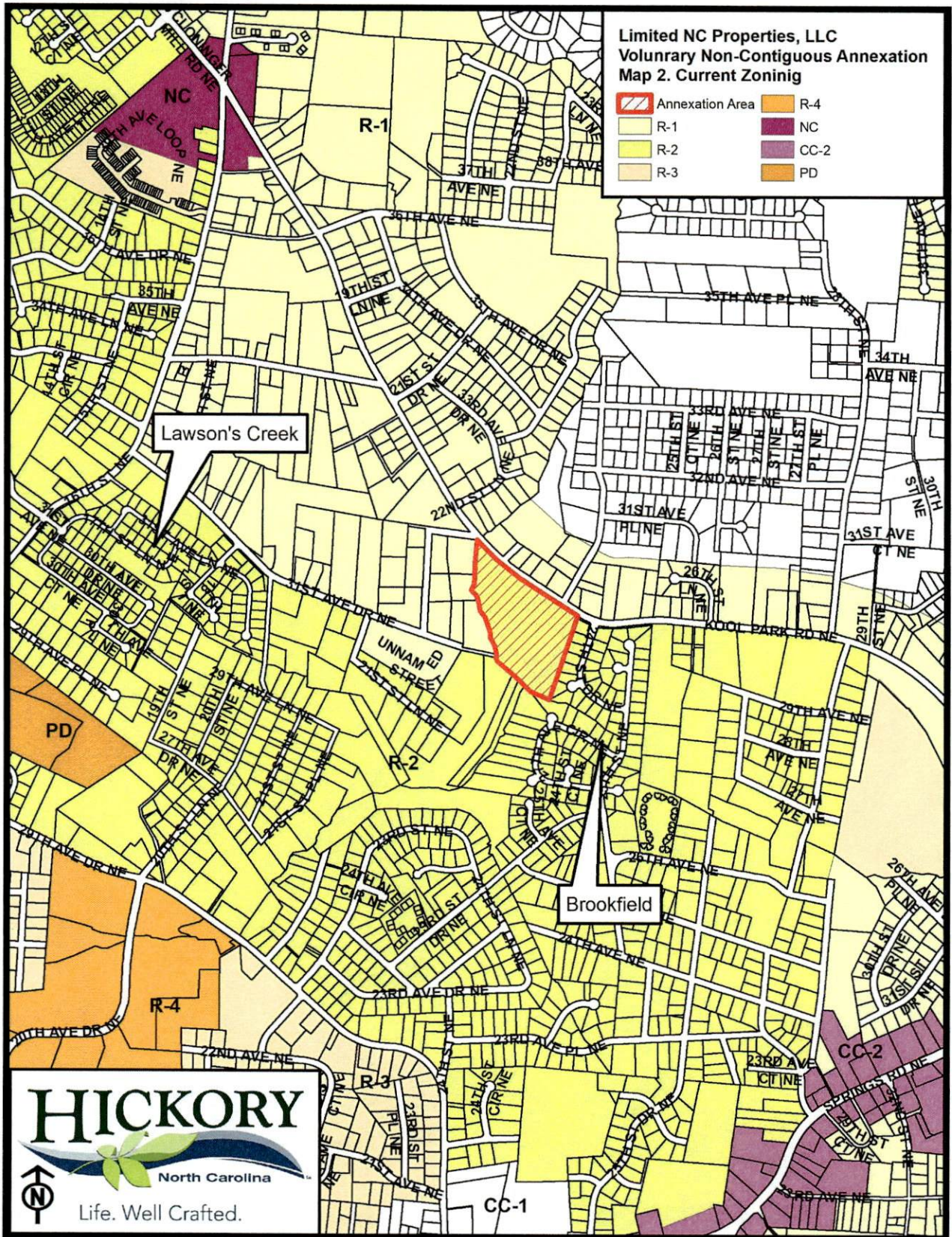
- **Fire**: The annexation of this property, is currently adjacent to HFD Station 2's response area, would not adversely affect the fire department's operations.
- **Police Department**: Annexation would not adversely affect the police department. The property, upon annexation, will be in Baker PACT.
- **Engineering**: No objections.
- **Planning**: No objections.
- **Public Services**: No objections.
- **Public Utilities**: Water and sewer are both available to serve the property. A 12 inch water line is along Kool Park Rd NE, and an 18 inch sewer line runs along the creek on the SW edge of the property. The developer would be responsible for any extension necessary to serve future development.
- **Legal**: No objections.
- **City Manager's Office**: No objections.

STAFF RECOMMENDATION: Upon evaluation staff has found the following:

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

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









RESOLUTION NO. 24-____
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 Limited NC Properties, LLC requesting annexation of an area described in a petition was received on July 18, 2024 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 Limited NC Properties, LLC, located on Kool Park Road NE, across from 24th Street NE, Hickory, containing 15.543-acres more or less, and identified as PIN 3724-17-22-2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 18th day of July 2024.



Debbie D. Miller

Debbie D. Miller, City Clerk

**CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION**

DATE SUBMITTED: 7/2/2024

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

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

- The property be voluntarily annexed is located on Kool Park Road NE
between 24th Street Drive NE and 22nd Street Lane NE
and is shown in more detail on the attached survey.

PIN NO. (S) : 372417222019

Physical (Street) Address: 0 Kool Park Road NE, Hickory, NC 28601

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

Owner Information:

Name: Limited NC Properties, LLC (Member Manager, Peter Cabrera)

Address: 1250 SE Maynard Road, Suite 102, Cary, NC 27511-6947

Phone Number: 919-413-2010

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

Agent Information:

Name: Jeff Hunter

Address: 17 Woodgate Court, Durham, NC 27713

Phone Number: 919-730-9420

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

5. WATER AND SEWER AVAILABILTY AND CONNECTIONS

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

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

6. APPLICANT'S AFFIDAVIT

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

Limited NC Properties, LLC
Printed Name of Property Owner(s)

[Handwritten Signature]
Signature of Property Owner(s)

1250 SE Maynard Road, Suite 102, Cary, NC 27511-6947
Address of Property Owner(s)

919-413-2010
Telephone Number of Property Owner(s)

(Please choose the appropriate notary block)

State of North Carolina – County of _____

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

My Commission Expires: _____
Notary Public

State of North Carolina – County of WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that Peter R. Cabrera personally came before me this day an acknowledged she is the member of Limited NC properties, LLC limited liability corporation / general partnership / limited partnership (strike through the inapplicabe) and that by authority duly given and as the act of such entity he /she signed the foregoing instrument its mane on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 25th day of June, 2024.

My Commission Expires: 05-06-2029
Jazmin Garcia-Hernandez
Notary Public



Annexation Plat Checklist

The survey map of your property is not acceptable as an annexation plat. Therefore, a Professional Land Surveyor must prepare an annexation plat of the area to be annexed. The surveyor will complete the checklist below as part of the preparation of the plat. The checklist must be returned with the plat before the review of the petition will begin.

Annexation know as: Limited NC Properties, LLC Date: 7/2/2024

To expedite the annexation process, you must submit two (2) copies of an annexation plat that has the information specified below, and shown on its face.

- Title ("Satellite Annexation" or "Contiguous Annexation").
- Title (known as _____) *Should include the name of the property owner(s).
- Address (Physical Address if property has one).
- Parcel Identification Number (PIN).
- Date of Survey
- Township.
- County.
- Map scale (Both numeric and graphic).
- Existing City Limits if contiguous shown as bold broken lines as labeled as "Existing City Limits". Also list the plat book and page where the existing City Limits may be found. (For assistance, contact the City Surveyor's Office at 828.323.7414).
- New City Limits line(s) shown as bold solid lines and labeled "New City Limit Line".
- Bearing and distances for all City Limits lines.
- Area in Acres.
- North Arrow.
- Mayor / City Clerk Certification (see sample plat).
- Notary Certification for City Clerk.
- Register of Deeds Certification.
- Map Review Officer Certification.

- Grid Tie – If within 2,000 feet of grid monument tie to grid and rotate bearings north to grid north. If not, tie to intersection of two streets.
- Type & size of existing property corner markers.
- Vicinity map.
- Adjacent owner's names, Deed Book and Page number for each adjacent owner.
- Adjacent street names.
- If petition consists of a satellite annexation, the map must show the area proposed for annexation with relation to the primary corporate limits of the City of Hickory, (i.e., distance between nearest line of area being annexed and existing contiguous city limits). When there is question as to whether the area may be closer to another city than the annexing city, the map shall also show the area proposed for annexation with relation to the primary corporate limits of the other city.
- Map must conform to G.S. 47-30 (a) 18" X 24" and 47-30 (b) transparent and archival.
- Two copies of the transparent and archival map, with all original signatures, must be submitted.

Professional Land Surveyor Information

Name: David S. Clark

Address: 1920 32nd St NE, Hickory, NC 28601

Telephone Number: 828-256-6400

E-mail: shadowwolf_clark@yahoo.com

3703-0372

FILED ELECTRONICALLY
 CATAWBA COUNTY NC
 DONNA HICKS SPENCER

FILED Nov 12, 2021
 AT 02:09:00 PM
 BOOK 03703
 START PAGE 0372
 END PAGE 0374
 INSTRUMENT # 27989
 EXCISE TAX \$296.00

Excise Tax \$296.00	Return after recording to →	The Williams Law Firm, Attorneys at Law, PLLC PO BOX 3739, Hickory, NC 28603
Tax Map ID #	Prepared by	
PIN ID# 50293 & 53504	M. Elizabeth Williams	

BRIEF DESCRIPTION FOR INDEX → KOOL PARK RD. HICKORY, NC 28601

STATE OF NORTH CAROLINA
 COUNTY OF CATAWBA

DATE
 November 12, 2021

**GENERAL
 WARRANTY DEED**

David Earl Yount and wife, Susan Wells Yount* *signing marital rights only Whose mailing address is: 2850 Burlwood dr. Winston Salem, NC 27103	Limited NC Properties, LLC a North Carolina Limited Liability Company Whose mailing address is: 1250 SE Maynard Rd. Suite 102 Cary, NC 27511
"Grantor"	"Grantee"

Enter in appropriate block for each Grantor and Grantee: title vesting name, mailing address, and, if appropriate, character of entity, (e.g., corporation, partnership, trust, unincorporated association, etc.)

NOTE: When reference herein is made to the GRANTOR and/or the GRANTEE, the singular shall include the plural, the neuter shall include the masculine as well as the feminine.

WITNESSETH

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land the City of Hickory, Hickory Township Catawba County more particularly described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A"
 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Submitted electronically by "The Williams Firm, PLLC"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Catawba County Register of Deeds.

3703-0373

TO HAVE AND TO HOLD this realty and all privileges and appurtenances thereto belonging unto the GRANTEE its heirs, successors and/or assigns in fee simple.

And the GRANTOR covenants with the GRANTEE that GRANTOR is seized of the premises in fee simple, has the right to convey the same in fee simple, that the title is marketable and free and clear of all encumbrances, and that GRANTOR will forever warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Any restrictions and/or easements affecting the subject realty.

Any matters an accurate survey of the subject realty would have revealed.



Seller(s) to CHECK

SELLER'S "RESIDENCE" DISCLOSURE

If checked, the property described herein includes the primary residence of at least one of the Grantor(s) pursuant to N.C. Gen. Stat. 105-317.2.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

(Entity Name)

By: _____

Title:


USE BLACK INK ONLY

David Earl Yount (Seal)
David Earl Yount

BY: _____

Title:

Susan Wells Yount (Seal)
Susan Wells Yount

	STATE OF NORTH CAROLINA COUNTY OF CATAWBA I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document for the purpose stated therein: David Earl Yount and Susan Wells Yount <i>Venita Tracy Hentschel</i> Date: November 12, 2021 Notary Public Printed Name Venita Tracy Hentschel My Commission Expires: March 10, 2025

3703-0374

EXHIBIT "A"
LEGAL DESCRIPTION FOR:
Limited NC Properties, LLC

TRACT I: BEGINNING at an iron stake in the Kook Park Road, Roy Propst's Northwest corner and runs thence with Propst's western line South 18° West 1699.5 feet to an iron stake in Arthur Stine's northern line; thence with Stine's northern line North 80° 30' West 632.73 feet to an iron stake; thence with Bailey's eastern line North 40° 47' 20" East 499.04 feet to an iron stake; thence continuing with Bailey's line North 24° 29' East 666.35 feet to an iron stake in the center of the creek; thence with the center of the creek North 42° 10' 20" East 217.82 feet to an iron stake; thence continuing with the center of the creek North 6° 47' 20" East 36.96 feet to an iron stake; thence continuing with the center of the creek North 19° 53' West 436.11 feet to an iron stake; thence continuing with the center of the creek North 25° 48' West 82.46 feet to an iron stake; thence with the center of the creek North 44° 58' 20" West 42.02 feet to an iron stake; thence continuing with the center of the said creek North 21° 50' East 57.95 feet to an iron stake; thence continuing with the center of said creek North 6° 51' East 335.27 feet to an iron stake; thence continuing with the center of said creek North 4° 29' 30" East 71 feet to an iron stake in the edge of the Kook Park Road; thence leaving the creek South 34° 53' 10" East 347.18 feet to an iron stake; thence South 66° East 297 feet to an iron stake; thence South 58° East 436 feet to the point and place of BEGINNING, containing 24.356 acres, more or less.

The above description was taken from an actual survey by Rex F. Miller & Co. dated April 5, 1966.

LESS AND EXCEPT from the above-described tract is that 10.55 acres, more or less, as conveyed to The Grace Group, LLC by that deed recorded in Book 2019 at Page 1133, Catawba County Registry.

ALSO, CONVEYED HERewith is all of that 0.994 of an acre as more fully described in that deed recorded in Book 1680 at Page 590, Catawba County Registry.

Parcel ID: 372417222019
 LRK/REID: 53504

TRACT II: Lying and being in Hickory township and Clines Township, Catawba County, North Carolina, more particular described as: Beginning at a point in the center of the bridge which crosses Snow Creek on Kool Park Road (SR 1400) and runs with the center line of the right-of-way for Kool Park Road in the six following bearings and distances: South 43° 34' 57" East 153.22 feet to a point; then South 47° 05' 00" East 112.08 feet to a point; then South 51° 32' 00" East 178.16 feet to a point; then South 56° 19' 00" East 161.37 feet to a point; then South 56° 45' 00" East 300.29 feet to a point; then South 56° 47' 46" East 192.53 feet to a PK nail in the center of the right-of-way for Kool Park Road at the old western line of Katie P. Isenhour, et al; thence South 7° 47' 14" West 20.32 feet to a new iron pin the old northeast corner of the Dallas E. Yount Property (Deed Book 926, Page 347) in the old western line of Katie P. Isenhour, et al; thence with the Northern line of the Dallas E. Yount Property (Deed Book 926, Page 347) the four following bearings and distances: North 69° 13' 52" West 50.10 feet to a point in the right-of-way of Kool Park Road; and then North 58° 11' 21" West 436.00 feet to a new iron pin South of the southern margin of the right-of-way of Kool Park Road; and then North 66° 11' 21" West 297.00 feet to a new iron pin; and then North 35° 04' 31" West 347.18 feet to a point in the center of Snow Creek; thence with the center of Snow Creek North 33° 57' 49" East 34.42 feet to the point of Beginning; and containing 1.311 acres, more or less; according to a drawing of an actual field survey entitled "Survey for Edna Lail Eckard Heirs, Clines Township, Catawba County, N.C." dated March 14, 1990 by Marion E. Bolch, RLS, L768, Bolsch Surveying, Hickory, N.C. bearing drawing number D10-2583 which drawing refers to Tax Map 155H, Block 1, Lot 15 and Tax Map 14-13, Block 1, Lot 5. Reference is also made to Catawba County PIN: 3724-13-13-9028-0000 and Parcel #14130500102. Subject to the existing Right-of-Way for Kool Park Road (SR 1400).

Parcel ID: 372413139028
 LRK/REID: 50293



LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: Limited NC Properties LLC

SECRETARY OF STATE ID NUMBER: 0857333 STATE OF FORMATION: NC

Filing Office Use Only
E - Filed Annual Report
0857333
CA202309101860
4/1/2023 01:00
 Changes

REPORT FOR THE CALENDAR YEAR: 2023

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Cabrera, Peter Raul

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

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

1250 SE Maynard Rd., Suite 102 1250 SE Maynard Rd., Suite 102
Cary, NC 27511-6947 Wake County Cary, NC 27511-6947

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Office Condo Rental and Real Estate Investments

2. PRINCIPAL OFFICE PHONE NUMBER: (919) 413-2010 x 3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS 5. PRINCIPAL OFFICE MAILING ADDRESS

1250 SE Maynard Rd., Suite 102 1250 SE Maynard Rd., Suite 102
Cary, NC 27511-6947 Cary, NC 27511-6947

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

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

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: <u>Peter R. Cabrera</u>	NAME: _____	NAME: _____
TITLE: <u>Member</u>	TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____	ADDRESS: _____
<u>1250 SE Maynard Road, Suite 102</u>	_____	_____
<u>Cary, NC 27511</u>	_____	_____

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

Peter R. Cabrera 4/1/2023
SIGNATURE DATE

Form must be signed by a Company Official listed under Section C of This form.

Peter R. Cabrera Member
Print or Type Name of Company Official Print or Type Title of Company Official

This Annual Report has been filed electronically.

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

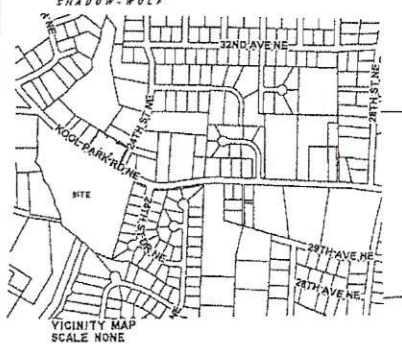
**Satellite Annexation
by the City of Hickory
of the Limited NC Properties LLC property**

That certain parcel or tract of land lying and being about 4.00 miles north northeast of the center of the City of Hickory. Bounded on the north by the 60' right-of-way of Kool Park Road (S.R. 1400); on the east by the existing City of Hickory city limits as shown in Plat Book 46 at Page 98 and Brookfield Subdivision as Shown in Plat Book 43 at Page 137; on the south by the existing City of Hickory city limits as shown in Plat Book 46 at Page 98, Brookfield Subdivision as shown in Plat Book 43 at Page 138, the lands of the City of Hickory as described in Deed Book 2262 at Page 482; on the west by the lands of Matthew Poteet as described in Deed Book 3209 at Page 311, the unopened right-of-way of 24th Avenue Drive NE, the lands of Carroll E. Baker LFI as described in Deed Book 3454 at Page 1186 and more particularly described as follows, to wit.

Beginning at pipe, the northwest corner of Lot 1 of Brookfield Subdivision as shown in Plat Book 43 at Page 137 in the west line of the existing City of Hickory city limits as shown in Plat Book 46 at Page 98, said pipe being located North 74 degrees 30 minutes 19 seconds East 6,689.18 feet from NCGS Monument "Honeycutt", said monument having N.C. grid coordinates (NAD 83/1986) of N 225,835.502 (m), E 401,165.052 (m) and running thence, with the existing city limits and the west line of Lots 1-7 of Brookfield Subdivision, the following calls: South 16 degrees 58 minutes 46 seconds West 181.29 feet to a rod in the west line of Lot 2; thence South 18 degrees 52 minutes 35 seconds West 35.08 feet to a rod, the southwest corner of Lot 2; thence, continuing the same bearing, a distance of 95.00 feet to a rod, the southwest corner of Lot 3; thence, continuing the same bearing, a distance of 95.00 feet to a rod, the southwest corner of Lot 4; thence, continuing the same bearing, a distance of 98.29 feet to the southwest corner of Lot 5; thence, continuing the same bearing, a distance of 76.76 feet to a rod, the southwest corner of Lot 6; thence, continuing the same bearing, a distance of 194.87 feet to a pipe, the southwest corner of Lot 7; thence, with the existing city limits, the north line of Brookfield Subdivision, the lands of the City of Hickory as described in Deed Book 2262 at Page 482 and the center of Snow Creek as it meanders, North 66 degrees 12 minutes 05 seconds West 179.19 feet to a point; thence North 48 degrees 43 minutes 47 seconds West 15.82 feet to a point; thence North 50 degrees 38 minutes 22 seconds West 207.88 feet to a point; thence, as new City of Hickory city limits and with the east line of the lands of Matthew Poteet as described in Deed Book 3209 at Page 311, crossing the eastern terminus of the unopened right-of-way of 24th Avenue Drive NE, the east line of the lands of Carroll E. Baker LFI as described in Deed Book 3454 at Page 1186 and the center of Snow Creek as it meanders, the following calls: North 45 degrees 21 minutes 24 seconds West 201.66 feet to a point; thence North 36 degrees 15 minutes 48 seconds West 64.79 feet to a point; thence North 07 degrees 25 minutes 00 seconds East 29.68 feet to a point; thence North 82 degrees 40 minutes 58 seconds East 21.06 feet to a point; thence

North 28 degrees 34 minutes 06 seconds West 104.33 feet to a point; thence North 07 degrees 24 minutes 50 seconds West 38.32 feet to a point; thence North 17 degrees 14 minutes 07 seconds East 31.79 feet to a point; thence North 39 degrees 32 minutes 04 seconds West 76.53 feet to a point; thence North 28 degrees 34 minutes 22 seconds West 96.28 feet to a point; thence North 16 degrees 57 minutes 39 seconds West 108.13 feet to a point; thence North 28 degrees 40 minutes 00 seconds West 66.03 feet to a point; thence North 29 degrees 56 minutes 02 seconds West 32.87 feet to a point; thence North 27 degrees 24 minutes 00 seconds East 75.55 feet to a point; thence North 16 degrees 28 minutes 21 seconds West 57.99 feet to a point; thence North 44 degrees 59 minutes 51 seconds East 12.84 feet to a point; thence North 21 degrees 56 minutes 22 seconds East 42.34 feet to a point; thence North 06 degrees 10 minutes 55 seconds West 64.29 feet to a point; thence North 37 degrees 09 minutes 26 seconds East 38.71 feet to a point; thence North 01 degrees 58 minutes 21 seconds West 122.89 feet to a point; thence North 11 degrees 06 minutes 19 seconds East 63.33 feet to a point; thence North 57 degrees 58 minutes 13 seconds East 32.23 feet to a point in the center of Kool Park Road (S.R. 1400); thence, with the center of Kool Park Road (S.R. 1400) and as new city limits lines, the following calls: South 45 degrees 12 minutes 48 seconds 225.00 feet to a point; thence South 50 degrees 31 minutes 50 seconds East 92.00 feet to a point; thence South 53 degrees 33 minutes 13 seconds East 100.00 feet to a point; thence South 56 degrees 16 minutes 40 seconds East 135.00 feet to a point; thence South 57 degrees 40 minutes 47 seconds East 532.00 feet to a point; thence, leaving the center of Kool Park Road (S.R. 1400) and with existing city limits, South 16 degrees 58 minutes 46 seconds West 31.11 feet to the point of beginning. Containing 15.543 acres more or less.

This description was drawn from a plat by David S. Clark, P.L.S. L-2829, titled "Satellite Annexation by the City of Hickory known as the Limited NC Properties LLC" and dated June 4, 2024.



60' R/W

Course	Bearing	Distance	Course	Bearing	Distance
L1	N 66°12'05" W	179.19'	L17	N 16°29'21" W	57.89'
L2	N 48°43'47" W	15.82'	L18	N 44°59'51" E	12.84'
L3	N 60°38'22" W	207.88'	L19	N 21°58'22" E	42.34'
L4	N 45°21'24" W	201.98'	L20	N 05°10'55" W	34.29'
L5	N 35°16'48" W	64.79'	L21	N 37°09'26" E	38.71'
L6	N 07°25'00" E	25.68'	L22	N 01°58'21" W	122.83'
L7	N 82°40'58" E	21.06'	L23	N 11°08'10" E	33.63'
L8	N 28°34'08" W	104.33'	L24	S 45°12'48" E	228.52'
L9	N 07°24'50" W	38.32'	L25	S 50°31'50" E	95.95'
L10	N 17°14'07" E	31.79'	L26	S 53°33'13" E	104.94'
L11	N 35°32'04" W	76.53'	L27	S 55°16'40" E	133.41'
L12	N 28°42'22" W	95.28'	L28	S 16°58'46" W	181.29'
L13	N 10°57'39" W	108.13'	L29	S 18°52'35" W	35.08'
L14	N 28°40'00" W	68.03'	L30	S 18°52'35" W	95.00'
L15	N 29°58'02" W	32.87'			
L16	N 27°24'00" E	75.55'			

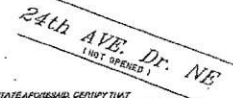
Course	Bearing	Distance
L31	S 71°17'59" E	141.47'
L32	S 18°52'35" W	95.00'
L33	S 71°19'13" E	144.10'
L34	S 18°52'35" W	98.29'
L35	S 79°54'41" E	162.48'
L36	S 18°52'35" W	78.76'
L37	S 18°52'35" W	154.87'

NOTES 4/30/24
THE PROVISIONS OF THIS DEED TO SHALL NOT APPLY TO BOUNDARY PLATS OF AREAS ANNEXED BY MUNICIPALITIES NOW OR IN THE FUTURE TO BE ANNEXED TO THE CITY OF HICKORY, WHETHER OR NOT RECORDED BY LAW TO BE RECORDED.

NORTH CAROLINA CATAWBA COUNTY
THE PROPERTY ON THIS PLAT WAS DULY APPLICATED FOR ANNEXATION BY THE CITY COUNCIL OF THE CITY OF HICKORY ON THE _____ DAY OF _____, 2024, AND AN ORDINANCE WAS ADOPTED AND CERTIFIED AND THIS PLAT IS HEREBY ORDERED TO BE RECORDED IN ACCORDANCE WITH NC GS 160A-25.
BY: _____ MAYOR, CITY OF HICKORY
ATTEST: _____ CITY CLERK
DATE: _____

- LEGEND
- DB = Deed Book
 - PG = Page
 - EP = Existing Iron Pipe
 - ER = Existing Iron Rod
 - NEW = New Iron Rod
 - Dwg = Drawing
 - BLDG = Building
 - C/L = Center Line
 - R/W = Right of Way
 - CM = Concrete Marker
 - CP = Computer Point

Firm Panel 3710372400J
Date 2027-09-05



STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, _____ Notary Public of the County and State aforesaid, certify that _____, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT SHE IS CITY CLERK OF THE CITY OF HICKORY, A GOVERNMENT MUNICIPAL CORPORATION AND THAT BY AUTHORITY DULY GIVEN AND AS THE ACT OF THE CITY COUNCIL OF THE CITY OF HICKORY, SHE FORSAWED INSTRUMENT WAS DULY MADE AND BY HER HAND, SEALED WITH ITS CORPORATE SEAL, AND ATTESTED BY HER AS ITS CLERK.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS _____ DAY OF _____, 2024.
NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

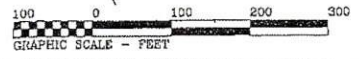
State of North Carolina: _____
County of: _____
I, _____ Review Officer of _____ County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
Review Officer: _____ Date: _____

Surveyor's Certificate of Accuracy and Assurances
I, **David S. Clark, PLS.**, certify that this map was drawn under my supervision from an actual survey made under my supervision (and description recorded in Book 289 page 25, etc.) (where) that the boundaries not surveyed are clearly indicated as drawn from information found in Book 11, page 17, that the ratio of precision as calculated is 1:1000 and that this plat was prepared in accordance with G.S. 47-20 as amended. Witness my original signature, registration number and seal this 4th day of **JUNE**, A.D., 2024
David S. Clark, PLS.
Surveyor, Registration Number L-2923



POTEET, MATTHEW
Deed Book/Page: J209/0311

CITY OF HICKORY
Deed Book/Page: 2024/0482
CITY OF HICKORY
Deed Book/Page: 2024/0482



Satellite Annexation by the City of Hickory
Known as the
LIMITED NC PROPERTIES LLC
KOOGL PARK RD NE HICKORY, NC 28601
Hickory Township, Catawba County, NC
Pin 372417222019
DB J703 pg 375
Zone R-2
Date June 4th, 2024
FB 171 pg 40
Drawn By DKB
Scale 1"=100'

David S. Clark
Surveyor, PA
1920 32nd St. NE, Hickory, NC 28601
www.clarksurveying.com 828-256-6400



RESOLUTION 24-____
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 August 20, 2024 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 Limited NC Properties, LLC, located on Kool Park Road NE, across from 24th Street NE, Hickory, containing 15.543-acres more or less, and identified as PIN 3724-17-22-2019.

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. 24-___

A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OF LIMITED NC PROPERTIES, LLC AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, Limited NC Properties, LLC is the owner of certain real property as described herein, which property is located on Kool Park Road NE, across from 24th Street NE, Hickory, containing 15.543-acres more or less, and identified as PIN 3724-17-22-2019.

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

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

NOW, THEREFORE BE IT RESOLVED by the Hickory City Council, sitting in open session this 6th day of August 2024, 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 August 20, 2024 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 maps entitled Limited NC Properties, LLC, Voluntary Non-Contiguous Annexation Map 1, Current City Boundary, subject property outlined in red; Limited NC Properties, LLC, Voluntary Non-Contiguous Annexation Map 2, Current Zoning, subject property outlined in red; Limited NC Properties, LLC, Voluntary Non-Contiguous Annexation Map 3 and Map 3a, Aerial Photography subject property outlined in red.

**Resolution No. 24-___
Resolution Determining Need For Annexation Of Property Owned by
Limited NC Properties, LLC
Directing Call For Public Hearing
August 2024
Page 1 of 2**

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

Done this 6th day of August 2024.

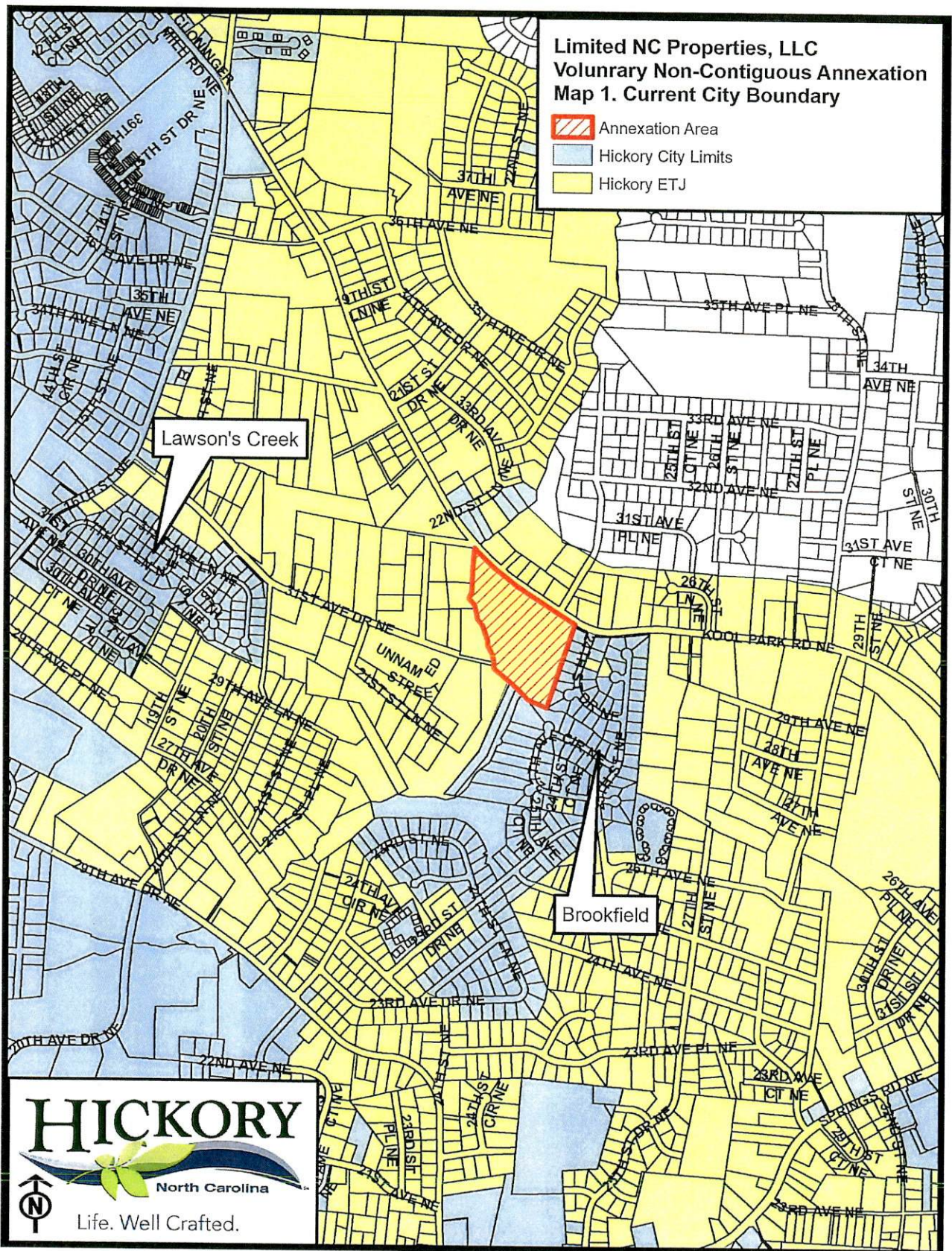
(SEAL)

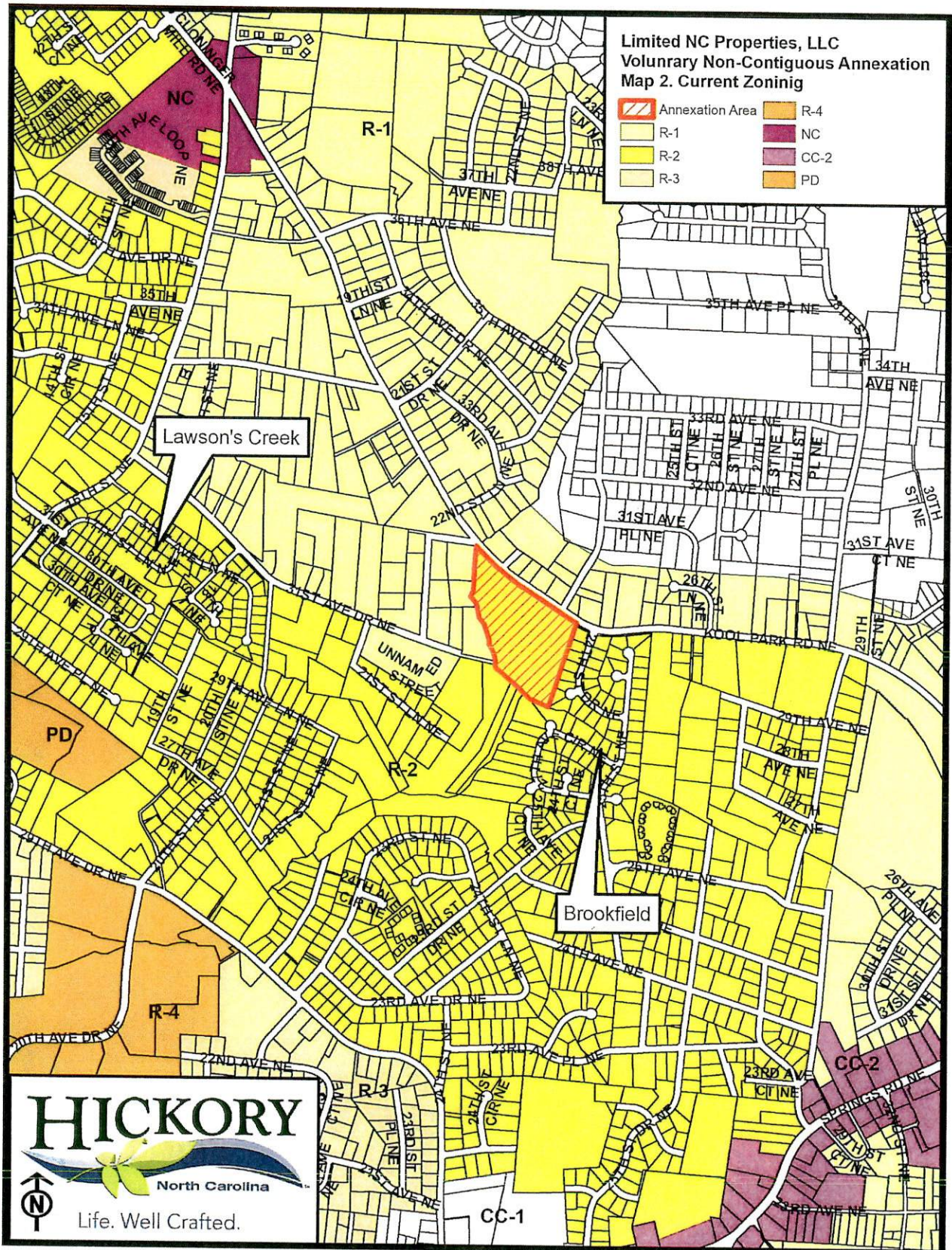
THE CITY OF HICKORY, A
North Carolina Municipal Corporation

Attest:

By: _____
Hank Guess, Mayor

Debbie D. Miller, City Clerk









6

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Office of Business Development, Planning Division

Contact Person: Cal Overby, Planning Manager

Date: July 25, 2024

Re: Voluntary satellite annexation of property owned by Futuro, LLC.

REQUEST

Call for public hearing, to be held on August 20, 2024, for the consideration of the voluntary satellite annexation of 17.57 acres of property located adjacent to 298 19th Avenue SE. This property is identified as PIN 370107675744.

BACKGROUND

The property is currently located within the City of Hickory's extraterritorial jurisdiction, and is being developed as the second and final phase of the Stonebrook residential subdivision. The property is zoned Planned Development, which was initially approved in the late 1990s, and consisted of several hundred single and multi-family homes. Through the years the plans have changed to where the development now consists of only single-family homes. The current approved plans for phase 2 of the development are 185 single-family lots.

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

ANALYSIS

The owner of the property is requesting annexation in order to gain access to city utilities. As previously noted, the property is currently being developed to provide 185 new residential lots.

Surrounding properties are zoned R-1 and R-2 Residential, as well as Planned Development. The surrounding areas consist of residences and vacant land.

The current tax value of the property is \$309,787. If annexed, the property would generate \$1,410 in additional tax revenues. This value does not consider any new lots or residences constructed upon them.

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

RECOMMENDATION

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

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier *BMF*
Initiating Department Head
7/25/2024
Date

Deputy City Attorney, A. Dula
Date

Robby Miller
Asst. City Manager R. Miller
7/30/24
Date

Paul Beasley
Asst. City Manager, R. Beasley
7/30/24
Date

M. Miller
Finance Officer, M. Miller
7/31/24
Date

Cameron McHargue
Deputy Finance Officer,
Cameron McHargue
7-31-24
Date

Yaidee Fox
Exe Asst City Manager Yaidee Fox
7/30/24
Date

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

Warren Wood
City Manager, Warren Wood

8/1/24
Date

VOLUNTARY SATELLITE ANNEXATION ANALYSIS

APPLICANT: Futuro, LLC

AGENT: Oscar Vasquez

PROPERTY LOCATION: Adjacent to 298 19th Avenue SE

PIN: Part of 370107675744

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

WARD: If annexed, this property will be located in Ward 4 (Councilman Freeman).

ACREAGE: 17.57 acres

DEVELOPMENT POTENTIAL: The property is currently located within the City of Hickory’s extraterritorial jurisdiction, and is being developed as the second and final phase of the Stonebrook residential subdivision. The property is zoned Planned Development, which was initially approved in the late 1990s, and consisted of several hundred single and multi-family homes. Through the years the plans have changed to where the development now consists of only single-family homes. The current approved plans for phase 2 of the development are 185 single-family lots.

TAX VALUE: The current tax value of the property is \$309,787.00. If annexed, the property would generate \$1,410.00 in additional tax revenues.

POPULATION INCREASES: The property is vacant, but is being developed for the location on 185 residential building lots. Upon completion, the residential development add an additional 437 new residents. This estimate is based upon the U.S. Census Bureau’s residential household size estimate for single-family dwellings in the city, which is 2.36 persons per household.

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

School Type	School District	Student Multiplier Per Dwelling	Number of Potential or Existing Dwelling Units	Potential Additional Students
Elementary	Longview / SW	0.20	185	37
Middle	Grandview	0.09	185	17
High	Hickory	0.10	185	19

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

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

- **North:** The properties are zoned R-2 Residential and Planned Development occupied by St. Stephens Lutheran church and school. These properties are occupied by residences, phase 1 of Stonebrook or vacant.
- **South:** The properties are zoned R-1 and R-2 Residential and occupied by residences or vacant.
- **East:** The property is zoned R-2 Residential and occupied by a residence.
- **West:** The properties are zoned Planned Development. These properties are vacant.

UTILITY SERVICE: Water and sewer are both available. The developer has installed part of the system, and will be required to finish installation before home construction begins. All work on the system will be at the cost of the developer.

ACCESS: Access to and from this phase of the development are through phase 1 and onto Catawba Valley Boulevard SE, which is maintained by the North Carolina Department of Transportation (SR 1170).

DISTANCE FROM CITY LIMITS (See Map 1): The property is located approximately 555 feet west of the current proper city boundary.

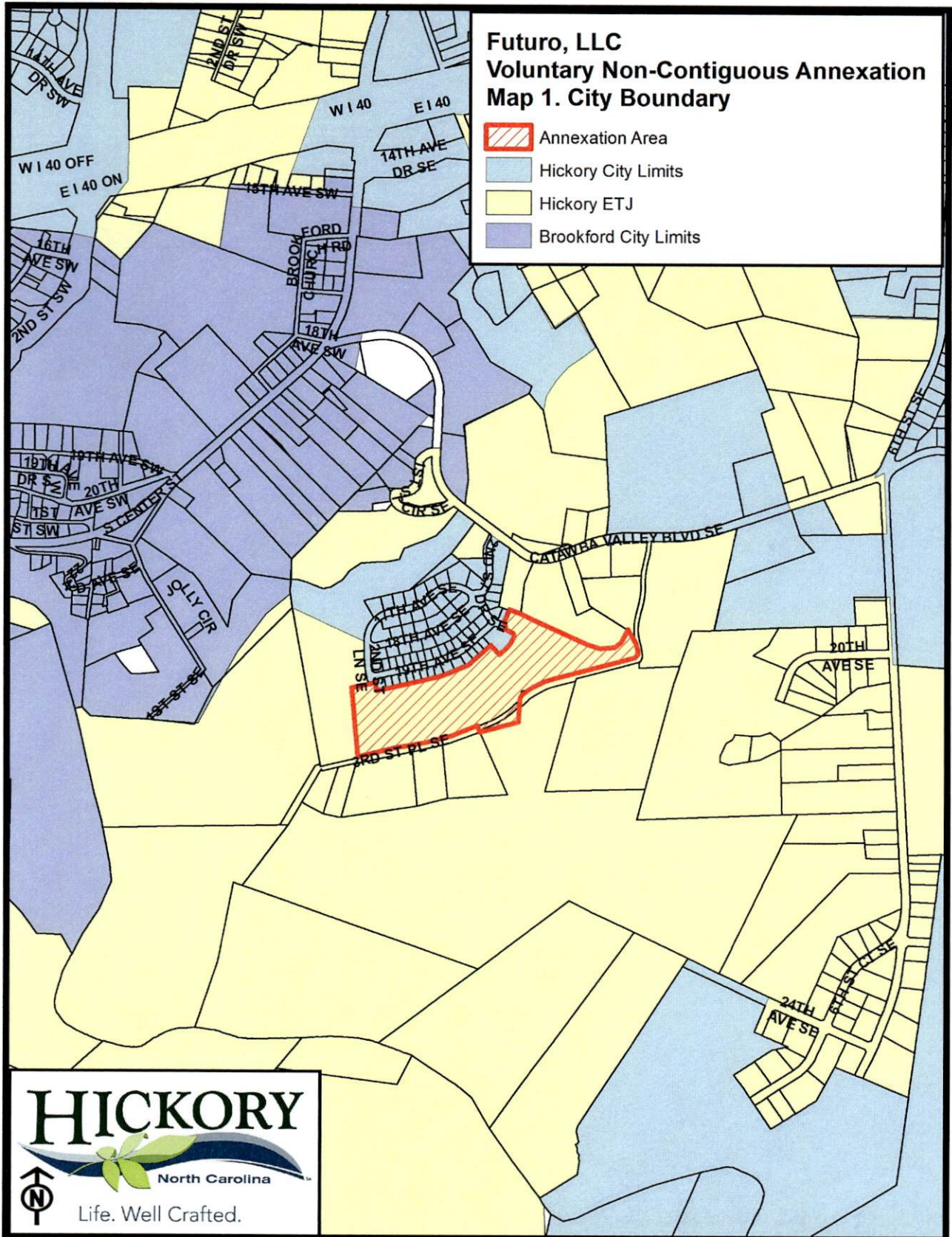
STAFF COMMENTS:

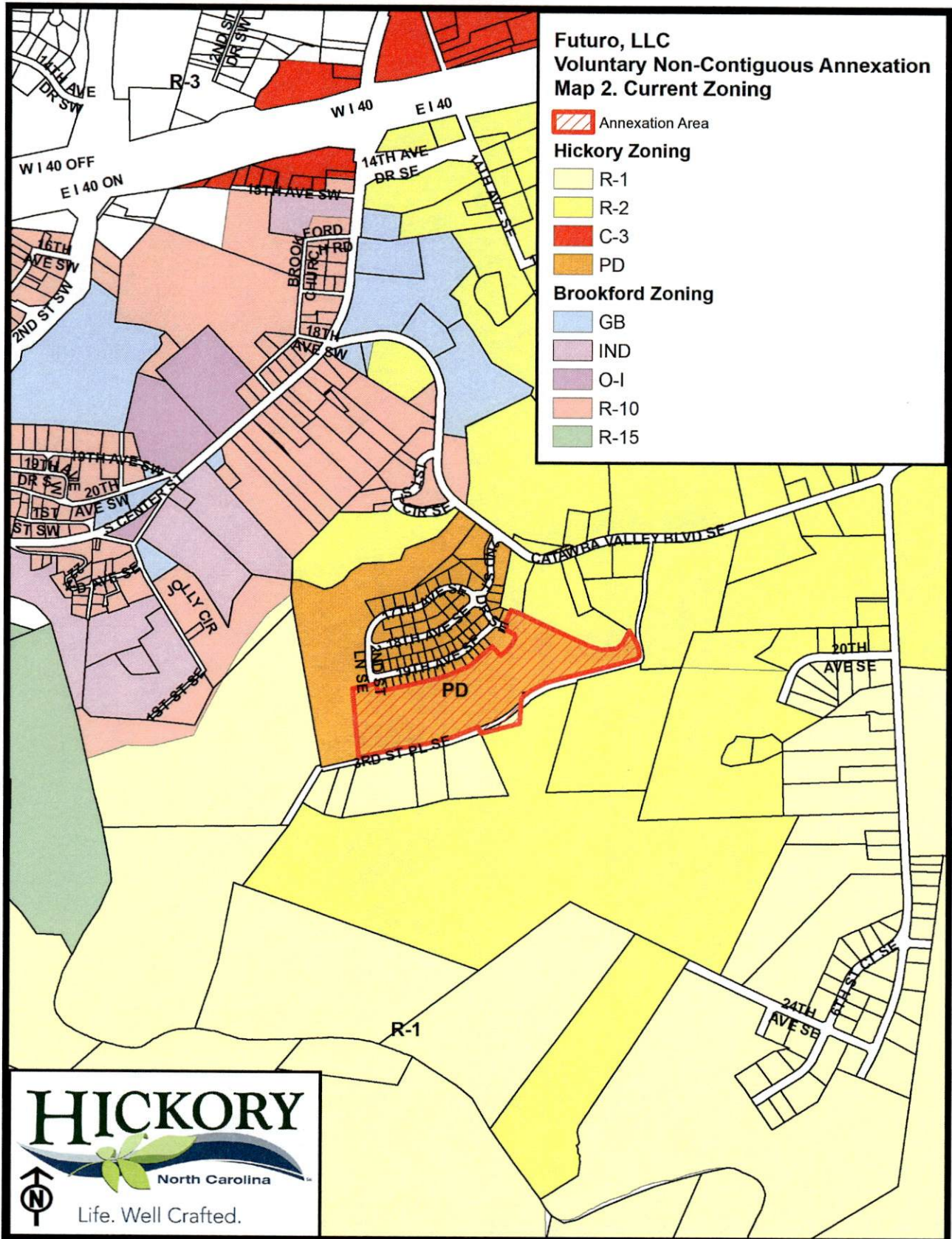
- **Fire:** The annexation of this property, which is currently adjacent to HFD Station 7's response area, would not adversely affect the fire department's operations.
- **Police Department:** Annexation would not adversely affect the police department. The property, upon annexation, will be in Charles PACT.
- **Engineering:** No objections.
- **Planning:** No objections.
- **Public Services:** No objections.
- **Public Utilities:** Water and sewer are both available. The developer has installed part of the system, and will be required to finish installation before home construction begins. All work on the system will be at the cost of the developer.
- **Legal:** No objections.
- **City Manager's Office:** No objections.

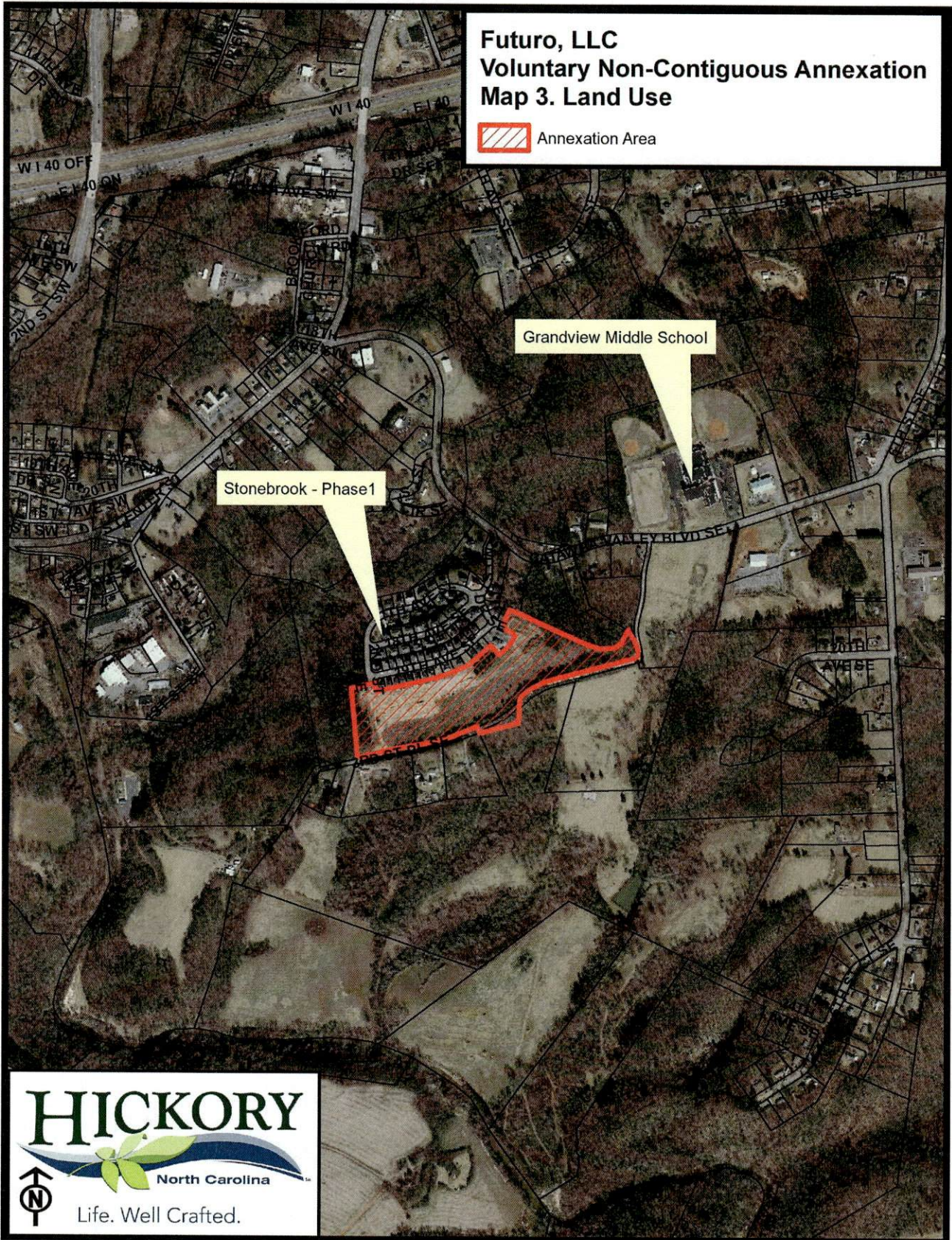
STAFF RECOMMENDATION: Upon evaluation staff has found the following:

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

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







RESOLUTION NO. 24-____
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 Futuro, LLC requesting annexation of an area described in a petition was received on July 18, 2024 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 Futuro, LLC, located adjacent to 298 19th Avenue SE, Hickory, containing 17.57-acres more or less, and identified as PIN 3701-07-67-5744.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 18th day of July 2024.



Debbie D. Miller

Debbie D. Miller, City Clerk

**CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION**

DATE SUBMITTED: 7-9-2024

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 2nd ST Ln SE
 between 3rd ST PL SE and Catawba Valley Blvd SE
 and is shown in more detail on the attached survey.

PIN NO. (S): Part of 3701-07-67-5744

2. Physical (Street) Address: None assigned

3. The property is owned by: (please print) FUTURO LLC

(Attach a copy of the most recent deed.)

4. Owner Information:

Name: FUTURO LLC

Address: 220 17th AVE NE, Hickory, NC 28601

Phone Number: 828 312 3765

5. The petition is submitted by: _____

Agent Information:

Name: Oscar Vasquez Member Manager

Address: P.O. Box 1468 Hickory NC 28603

Phone Number: 828 312 3765

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

5. WATER AND SEWER AVAILABILITY AND CONNECTIONS

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

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

6. 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.

Futuro LLC Printed Name of Property Owner(s) Oscar O Vasquez for Futuro LLC Signature of Property Owner(s)
220 17th ave NE Hickory NC 28601 Address of Property Owner(s) 828 312 3765 Telephone Number of Property Owner(s)

(Please choose the appropriate notary block)

~~State of North Carolina – County of Alexander~~

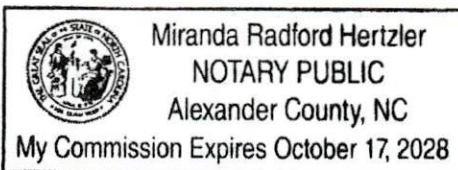
~~I, the undersigned Notary Public of the County and State aforesaid, certify that Oscar O Vasquez personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this 89 day of July, 2024.~~

~~My Commission Expires: _____ Notary Public~~

State of North Carolina – County of Alexander

I, the undersigned Notary Public of the County and State aforesaid, certify that Oscar O. Vasquez personally came before me this day and acknowledged the he / she is the member manager of Futuro LLC corporation / limited liability corporation / general partnership / limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 9 day of July, 2024.

My Commission Expires: October 17, 2028 Miranda Radford Hertzler Notary Public





LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: FUTURO, LLC

SECRETARY OF STATE ID NUMBER: 1222807 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2024

Filing Office Use Only
E - Filed Annual Report
1222807
CA202410708440
4/16/2024 09:30
<input type="checkbox"/> Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Vasquez, Oscar O

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

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

<u>220 17th Ave NE</u>	<u>220 17th Ave NE</u>
<u>Hickory, NC 28601 Catawba County</u>	<u>Hickory, NC 28601</u>

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Own And Manage Real Property

2. PRINCIPAL OFFICE PHONE NUMBER: (828) 312-3765 3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS 5. PRINCIPAL OFFICE MAILING ADDRESS

<u>220 17th Ave NE</u>	<u>220 17th Ave NE</u>
<u>Hickory, NC 28601</u>	<u>Hickory, NC 28601</u>

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

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

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: <u>Oscar Vasquez</u>	NAME: _____	NAME: _____
TITLE: <u>Manager</u>	TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____	ADDRESS: _____
<u>PO Box 1468</u>		
<u>HICKORY, NC 28603</u>		

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

<u>Oscar Vasquez</u>	<u>4/16/2024</u>
SIGNATURE	DATE

Form must be signed by a Company Official listed under Section C of This form.

<u>Oscar Vasquez</u>	<u>Manager</u>
Print or Type Name of Company Official	Print or Type Title of Company Official

This Annual Report has been filed electronically.

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

FILED Catawba County
on Feb 01, 2016 at 02:58:00 pm

Excise Tax \$0.00 (AT)

INST. # 01595

DONNA HICKS SPENCER,
Register of Deeds

BK 03327 Pg 0601-0607

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ -0-

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: John G. Fuller, Attorney at Law, 352 2nd Street NW, Hickory NC 28601

This instrument was prepared by: John G. Fuller, Attorney at Law, 352 2nd Street NW, Hickory NC 28601 -- DEED PREP ONLY

Brief Description for the Index: _____

THIS DEED made this 13th day of October, 2015 by and between .

GRANTOR	GRANTEE
<p>Oscar O. Vasquez P O Box 961 Granite Falls, NC 28630</p>	<p>FUTURO, LLC P O Box 961 Granite Falls, NC 28630</p>

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

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

SEE ATTACHED EXHIBIT A

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

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association - 1981

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3322, Page 1047 and Book 3323, Page 376.

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

0602

A map showing the above described property is recorded in Book _____, Page _____.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

Oscar Vasquez (SEAL)
Oscar Vasquez

STATE OF NORTH CAROLINA, COUNTY OF CATAWBA



I, Cheryl V. Ortega, the undersigned, a Notary Public of Catawba County and State aforesaid, certify that Oscar Vasquez, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 29th day of February, 2016.

Cheryl V. Ortega
Name of Notary Public: Cheryl V. Ortega
My commission expires: 6-17-2016

EXHIBIT A

0603

TRACT I:

BEING all of Lot number 84, 85, 86, 92, 93, 94, 95, 96, 97, 99, 100, 101, 102, 103, 104, and 105 of Oak Hill, as more fully described and depicted on that certain Final Plat of Oak Hill, a Planned Unit Development, as recorded in Plat Book 62, Page 32-34, Catawba County Registry, to which Plat reference is hereby made for a more complete description. Catawba County Parcel ID numbers 373318208793, 373318209757, 373318300719, 373318303868, 373318304819, 373318304971, 373318305998, 373318306922, 373318306759, 373318306698, 373318307612, 373318307537, 373318307560, 373318209538, 373318300508, and 373318209474.

Together with those certain townhome lots/pads labeled as "Future Bldg" 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 19 of Oak Hill, as more fully described and depicted on that certain Final Plat of Oak Hill, a Planned Unit Development, as recorded in Plat Book 62, Page 32-34, Catawba County Registry, to which Plat reference is hereby made for a more complete description. Catawba County Parcel ID numbers 373318305722, 373318304788, 373318303773, 373318302750, 373318301667, 373318301601, 373318301532, 373318302408, 373318302591, 373318304514, 373318305507, 373318305663, 373318305466, 373318304484, 373318303471, 373318302336, and 373318300232.

Together with all that certain Common Open Space, including specifically, but without limitation, Common Open Space Area 1, COS 2-A, COS 2-B, COS 2-C, COS 2-D, and COS 2-E, of Oak Hill, as more fully described and depicted on that certain Final Plat of Oak Hill, a Planned Unit Development, as recorded in Plat Book 62, Page 32-34, Catawba County Registry, to which Plat reference is hereby made for a more complete description. Catawba County Parcel ID number 373318303591.

And in addition thereto, Grantor does hereby convey and grant unto Grantee, without representation or warranty of any kind or nature whatsoever, all of its rights and interests, if any, as successor in interest to the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Oakhill Subdivision as recorded in Book 2859, Page 0001 of the Catawba County Registry.

For partial chain of title see Deed Book 3322, Page 1047, Catawba County Public Registry.

0604

**TRACT II:
PROPERTY DESCRIPTION:**

Beginning at a point, said point being set in the southern right of way margin of 16th Avenue Drive, Southeast and in the western line of Bobby Morrison's property (Deed Book 1089, Page 219), running thence from said Beginning point with Morrison's line south $11^{\circ} 09' 09''$ West 411 feet to a $3/4''$ iron pipe; continuing thence with the southern line of Morrison, South $69^{\circ} 09' 00''$ East 165.30 feet to a 1" iron pipe, said pipe marking a corner with Ivey F. Walker; running thence with the southern line of Ivey F. Walker the following calls and distances: South $65^{\circ} 00' 00''$ East 515.25 feet to a $3/4''$ iron pipe, South $73^{\circ} 04' 58''$ East 94.85 feet to a $3/4''$ iron pipe, North $85^{\circ} 57' 06''$ East 99.74 feet to a $1/2''$ iron rod, North $51^{\circ} 57' 06''$ East 58.84 feet to a $3/4''$ iron pipe, and North $27^{\circ} 51' 21''$ East 100.15 feet to a $3/4''$ rod set in the western line of Zelda H. Goodman's property (Deed Book 274, Page 144); running thence with Goodman's line, South $32^{\circ} 43' 16''$ East 100.00 feet to a $1/2''$ rod; running thence South $20^{\circ} 17' 17''$ East 60.00 feet to a $1/2''$ iron rod; running thence South $02^{\circ} 25' 17''$ East 69.00 feet to a $1/2''$ iron rod; and South $08^{\circ} 00' 49''$ East 5.91 feet to a $1/2''$ rod in the northern line of Sue Miller Goodman's property (Deed Book 344, Page 406); running thence with the northern line of Goodman, South $75^{\circ} 52' 00''$ West 458.00 feet to a $1/2''$ rod; running thence with Zelda H. Goodman's property (Deed Book 336, Page 612), the following calls and distances: South $75^{\circ} 52' 00''$ West 400.73 feet to a $1-1/2''$ angle iron; South $73^{\circ} 219' 46''$ West 180.37 feet to a $1/2''$ iron rod; South $82^{\circ} 59' 46''$ West 324.77 feet to a $1/2''$ rod; south $73^{\circ} 29' 46''$ West 180.37 feet to a $1/2''$ iron rod; south $82^{\circ} 59' 46''$ West 395.72 feet to a $1/2''$ iron rod; running thence South $74^{\circ} 59' 46''$ West 527.66 feet to a $3/4''$ iron rod being set in the eastern line of the City of Hickory's property (Deed Book 304, Page 240); running thence with the eastern line of the City of Hickory the following calls and distances: North $10^{\circ} 57' 23''$ West 515.28 feet to a $1/2''$ iron rod, North $08^{\circ} 30' 19''$ West 765.59 feet to a $1/2''$ iron rod, and North $04^{\circ} 30' 35''$ East 51.35 feet to a point set in the center of the creek; running thence following the center of the creek the following calls and distances: South $89^{\circ} 07' 28''$ East 58.24 feet, South $74^{\circ} 48' 49''$ East 57.90 feet, South $67^{\circ} 32' 16''$ East 129.33 feet, North $75^{\circ} 29' 38''$ East 58.25 feet, North $58^{\circ} 50' 58''$ East 92.76 feet, North $38^{\circ} 07' 35''$ East 81.43 feet, North $58^{\circ} 07' 12''$ East 95.97 feet, North $85^{\circ} 37' 05''$ East 107.47 feet, North $87^{\circ} 57' 56''$ East 79.11 feet, North $79^{\circ} 59' 44''$ East 83.82 feet, North $22^{\circ} 52' 39''$ East 84.15 feet, North $69^{\circ} 50' 14''$ East 171.74 feet, North $66^{\circ} 10' 26''$ East 74.60 feet, North $44^{\circ} 37' 52''$ East 89.81 feet, North $38^{\circ} 25' 48''$ East 96.91 feet, North $41^{\circ} 12' 51''$ East 49.01 feet to a point set in the southern line of 16th Avenue Drive, SE, and running thence with the southern line of 16th Avenue Drive, SE, South $52^{\circ} 59' 15''$ East 450.35 feet to the point and place of Beginning, containing 51.690 acres South of the right of way of 16th Avenue Drive, Southeast, in accordance with a survey dated January 21, 1991, entitled "Joyce Ann Goodman Turner," prepared by Kevin D. Hefner, Registered Land Surveyor #3045.

Being all of that property described in Book 2251 at Page 642 in the Catawba County Registry, LESS AND EXCEPT Lot 38 in Plat Book 58 at Page 18

0605

BEING that same property conveyed to Capital Bank, 333 Fayetteville Street, Suite 400, Raleigh, NC 28601, by that certain Trustee's Deed dated March 15, 2010, and recorded on March 16, 2010, in Book 3017 at Page 369, Catawba County Registry, LESS AND EXCEPT "TRACT ONE" being identified as Lot 38 as shown on that plat of survey in Plat Book 58 at Page 18 in the Catawba County Public Registry.

BARRING and EXCEPTING the following parcels:
 0.91 acre portion described in Book 2333, Page 1191; Common Areas described in Book 2342, Page 819; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 15A, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31 of Stonebrook, Phase One as shown on revised plat recorded in Plat Book 54, Page 113; also Lots 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 54, and 55 of Stonebrook, Phase Two as shown on plat recorded in Plat Book 58, Page 18; Catawba County Public Registry.

Subject property also known as the following Lot Numbers as recorded in Plat Book 58, Page 18, Catawba County Public Registry:

<u>Lot Number</u>	<u>Parcel ID Number</u>
32	3701-07-68-7206
33	3701-07-68-6252
34	3701-07-68-6118
35	3701-07-68-5175
36	3701-07-68-5131
47	3701-07-57-9975
48	3701-07-67-0802
49	3701-07-67-0853
50	3701-07-67-1804
51	3701-07-67-1855
52	3701-07-67-2807
53	3701-07-67-2858
56	3701-07-67-4911
57	3701-07-67-4963
58	3701-07-67-5905
59	3701-07-67-5958
60	3701-07-68-6010
61	3701-07-68-6054
62	3701-07-68-6097
63	3701-07-68-7121
64	3701-07-68-8134
65	3701-07-68-8361
66	3701-07-68-8313
67	3701-07-68-7398
68	3701-07-68-7494
69	3701-07-68-8409
33.44 A	3701-07-67-5744

**TRACT II:
DEED EXCEPTIONS:**

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IN ADDITION TO any reservation, condition or easement contained in this instrument, this conveyance is made subject to all easements, rights of way, and other matters of record and such matters that would be shown by a current survey or inspection of the Property, and any covenants or restrictions in this Deed.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining;

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, unto Grantee and Grantee's heirs, successors and assigns forever, and, subject to any limiting language contained in this instrument, Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN ADDITION TO THE LIMITED WARRANTY OF TITLE, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE ANY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY PETROLEUM HYDROCARBONS, RADON GAS OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES AS DEFINED BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS OR OTHERWISE PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY SOLID, TOXIC OR HAZARDOUS MATERIALS), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY (HEREIN COLLECTIVELY CALLED THE "DISCLAIMED MATTERS"), EXCEPT FOR

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THE LIMITED WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" "WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS".

BY ACCEPTANCE of this Limited Warranty Deed, Grantee (1) acknowledges the limited warranty and other limiting language set forth in this instrument, (2) agrees to and accepts all of the foregoing matters and (3) takes title subject to any unpaid property taxes for the current year or prior years and does hereby release and indemnify Grantor as to any claims made by Grantee or any third party (including but not limited to attorneys fees and costs) arising out of any disclaimed matters described in the preceding paragraph.

For partial chain of title see Deed Book 3323, Page 376, Catawba County Public Registry.

WEB

Non-Contiguous Annexation
by the City of Hickory
of the Futuro, LLC property

That certain parcel or tract of land lying and being about 2.25 miles south southeast of the center of the City of Hickory. Bounded on the north by the lands of the following: existing City of Hickory city limits as shown in Plat Book 51 at Page 112 and Plat Book 58 at Page 110, Futuro, LLC as described in Deed Book 3327 at Page 601, the 45' right-of-way of 2nd Street Lane SE, Robert J. Weiss as described in Deed Book 3543 at Page 440, Brandon E. Smith as described in Deed Book 3691 at Page 985, Lam P. Bui as described in Deed Book 3504 at Page 186, Shea Robert Pennington as described in Deed Book 3663 at Page 1624, Xuan Thi Kim Phan as described in Deed Book 3503 at Page 1077, Ho P. Bui as described in Deed Book 3513 at Page 487, Linda Parsley as described in Deed Book 3857 at Page 1036, Dhaval Patel as described in Deed Book as described in 3196 at Page 1933 and Deed Book 3336 at Page 1370, Rachel Manuel O'Hara as described in Deed Book 3390 at Page 987, Seyed Nader Nazemi as described in Deed Book 3481 at Page 167, Lam Bui as described in Deed Book 3428 at Page 36, Shaku H. Patel as described in Deed Book 3731 at Page 993, Hung Tran as described in Deed Book 3421 at Page 121, Futuro, LLC as described in Deed Book 3327 at Page 601, Futuro, LLC as described in Deed Book 3327 at Page 601, the 45' right-of-way of 2nd Street Drive SE, Futuro, LLC as described in Deed Book 3327 at Page 601, T. Mae Morrison as described in Deed Book 3621 at Page 1393; on the east by the lands of Blueberry Farms, LLC as described in Deed Book 3497 at Page 1092; on the south by the lands of Blueberry Farms, LLC as described in Deed Book 3497 at Page 1092, Loretta Evans Carpenter as described in Deed Book 2510 at Page 567, Henry Clay Evans as described in Deed Book 1215 at Page 47, Rose Ann Evans as described in Deed Book 3421 at Page 1804; on the west by the lands of Futuro, LLC as described in Deed Book 3327 at Page 601 and more particularly described as follows, to wit.

Beginning at 5/8" rebar, the easternmost corner of the lands of T. Mae Morrison as described in Deed Book 3621 at Page 1393 in the west line of Blueberry Farms, LLC as described in Deed Book 3497 at Page 1092 and running thence, with the west line of Blueberry Farms, LLC and as new City of Hickory city limits lines the following calls: South 33 degrees 20 minutes 25 seconds East 100.13 feet to a 1/2" rebar; thence South 20 degrees 53 minutes 18 seconds East 59.98 feet to a 1/2" rebar; thence South 02 degrees 59 minutes 51 seconds East 68.98 feet to a 1/2" rod; thence, with the north line of Blueberry Farms, LLC the following calls: South 75 degrees 17 minutes 01 seconds West 457.90 feet to a 1/2" rod; thence South 75 degrees 21 minutes 08 seconds West 400.04 feet to a T fence post; thence South 04 degrees 51 minutes 59 seconds West 215.23 feet to a stone; thence South 75 degrees 11 minutes 49 seconds West 325.13

feet, passing the northeast corner of the Loretta Evans Carpenter lands as described in Deed Book 2510 at Page 567, to a ½" rod in the north line of Carpenter; thence, continuing with the north line of Carpenter, South 72 degrees 58 minutes 42 seconds West 180.42 feet to a ½" rod, the northeast corner of Henry Clay Evans as described in Deed Book 1215 at Page 47; thence, with the north line of Evans, South 82 degrees 23 minutes 34 seconds West 395.72 feet, passing the northeast corner of the Rose Ann Evans lands as described in Deed Book 3421 at Page 1804, to a ½" rebar; thence, continuing with the north line of Evans, South 74 degrees 23 minutes 27 seconds West 152.87 feet to a ½" rebar in the north line of Evans, said rebar located North 74 degrees 23 minutes 27 seconds East 374.51 feet from a ½" rod; thence, crossing the Futuro, LLC lands as described in Deed Book 3327 at Page 601, North 14 degrees 46 minutes 56 seconds West 465.53 feet to a ½" rebar; thence North 75 degrees 13 minutes 04 seconds East 100.00 feet to a ½" rebar, the southwest corner of the southern terminus of 2nd Street Lane SE; thence, crossing said terminus, North 75 degrees 12 minutes 58 seconds East 45.00 feet to a ½" rebar, the southeast corner of the aforementioned terminus and in the west line of the Robert J. Weiss lands as described in Deed Book 3543 at Page 440; thence, with the west line of Weiss, South 14 degrees 47 minutes 02 seconds East 59.13 feet to a ½" rebar, the southwest corner of Weiss and the southwest corner of the existing City of Hickory city limits as shown in Plat Book 58 at Page 110; thence as existing city limits the following calls: North 76 degrees 55 minutes 08 seconds East 463.39 feet to a ½" rebar in the south line of the Dhaval Patel lands as described in Deed Book 3336 at Page 1370; thence North 67 degrees 01 minutes 12 seconds East 210.75 feet to a ½" rebar in the south line of the Lam Bui lands as described in Deed Book 3428 at Page 36; thence North 48 degrees 13 minutes 09 seconds East 205.77 feet to ½" rebar, the southeast corner of the Futuro, LLC lands as described in Deed Book 3327 at Page 601 in the west line of other Futuro, LLC as described in Deed Book 3327 at Page 601; thence, with the line of Futuro, LLC, South 41 degrees 51 minutes 33 seconds East 90.00 feet to a ½" rebar; thence North 48 degrees 08 minutes 27 seconds East 57.62 feet to a ½" rebar; thence, with a curve to the left, said curve having a radius of 227.50 feet and a chord bearing and distance of North 36 degrees 20 minutes 40 seconds East 93.02 feet to a ½" rebar; thence North 24 degrees 22 minutes 40 seconds East 10.40 feet to a ½" rebar; thence, with a curve to the left, said curve having a radius of 25.00 feet and a chord bearing and distance of North 20 degrees 37 minutes 24 seconds West 35.36 feet to a ½" rebar; thence North 65 degrees 37 minutes 24 seconds West 47.56 feet to a ½" rebar, the southeast corner of the eastern terminus of 2nd Street Drive SE; thence, crossing said terminus, North 14 degrees 26 minutes 51 seconds West 57.92 feet to a ½" rebar at the northwest corner of aforementioned terminus, the southwest corner of the Futuro, LLC lands as described in Deed Book 3327 at Page 601; thence, with the east line of Futuro, LLC, North 24 degrees 17 minutes 45 seconds East 93.67 feet to a ½" rebar in the south line of the T. Mae Morrison as described in Deed Book 3621 at Page 1393, said rebar located South 69 degrees 35 minutes 42 seconds East 83.10 feet from a ½" rebar; thence leaving the existing city limits as new City of Hickory city limits and with the south line of Morrison

the following calls: South 69 degrees 35 minutes 42 seconds East 82.25 feet to a 1" pipe; thence South 65 degrees 36 minutes 35 seconds East 515.22 feet to a ¾" pipe; thence South 73 degrees 39 minutes 54 seconds East 94.82 feet to a ¾" pipe; thence North 85 degrees 23 minutes 36 seconds East 99.78 feet to a ½" rod; thence North 51 degrees 20 minutes 58 seconds East 58.79 feet to a ¾" pipe; thence North 27 degrees 10 minutes 23 seconds East 100.13 feet to the point of beginning. Containing 17.57 acres, more or less.

This description was drawn from a plat by Bunton Surveying and Mapping, PA entitled "Non-Contiguous Annexation by the City of Hickory known as Futuro, LLC" and dated April 17, 2024.

RESOLUTION 24-____
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 August 20, 2024 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 Futuro, LLC, located adjacent to 298 19th Avenue SE, Hickory, containing 17.57-acres more or less, and identified as PIN 3701-07-67-5744.

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. 24-___

A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OF FUTURP, LLC AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, Futuro, LLC is the owner of certain real property as described herein, which property is located adjacent to 298 19th Avenue SE, Hickory, containing 17.57-acres more or less, and identified as PIN 3701-07-67-5744.

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

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

NOW, THEREFORE BE IT RESOLVED by the Hickory City Council, sitting in open session this 6th day of August 2024, 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 August 20, 2024 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 maps entitled Futuro, LLC, Voluntary Non-Contiguous Annexation Map 1, City Boundary, subject property outlined in red; Futuro, LLC, Voluntary Non-Contiguous Annexation Map 2, Current Zoning, subject property outlined in red; Futuro, LLC, Voluntary Non-Contiguous Annexation Map 3 Land Use 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 6th day of August 2024.

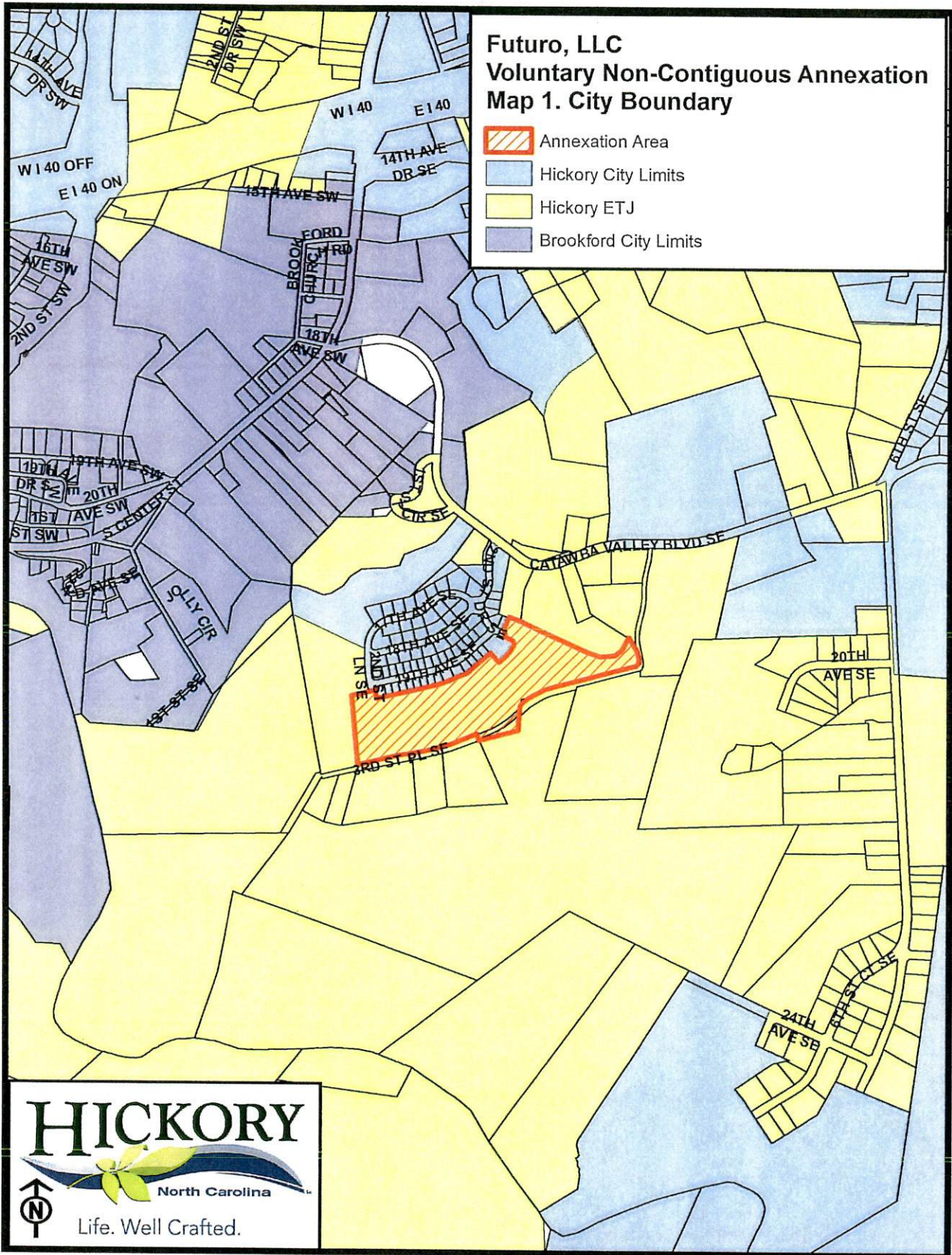
(SEAL)

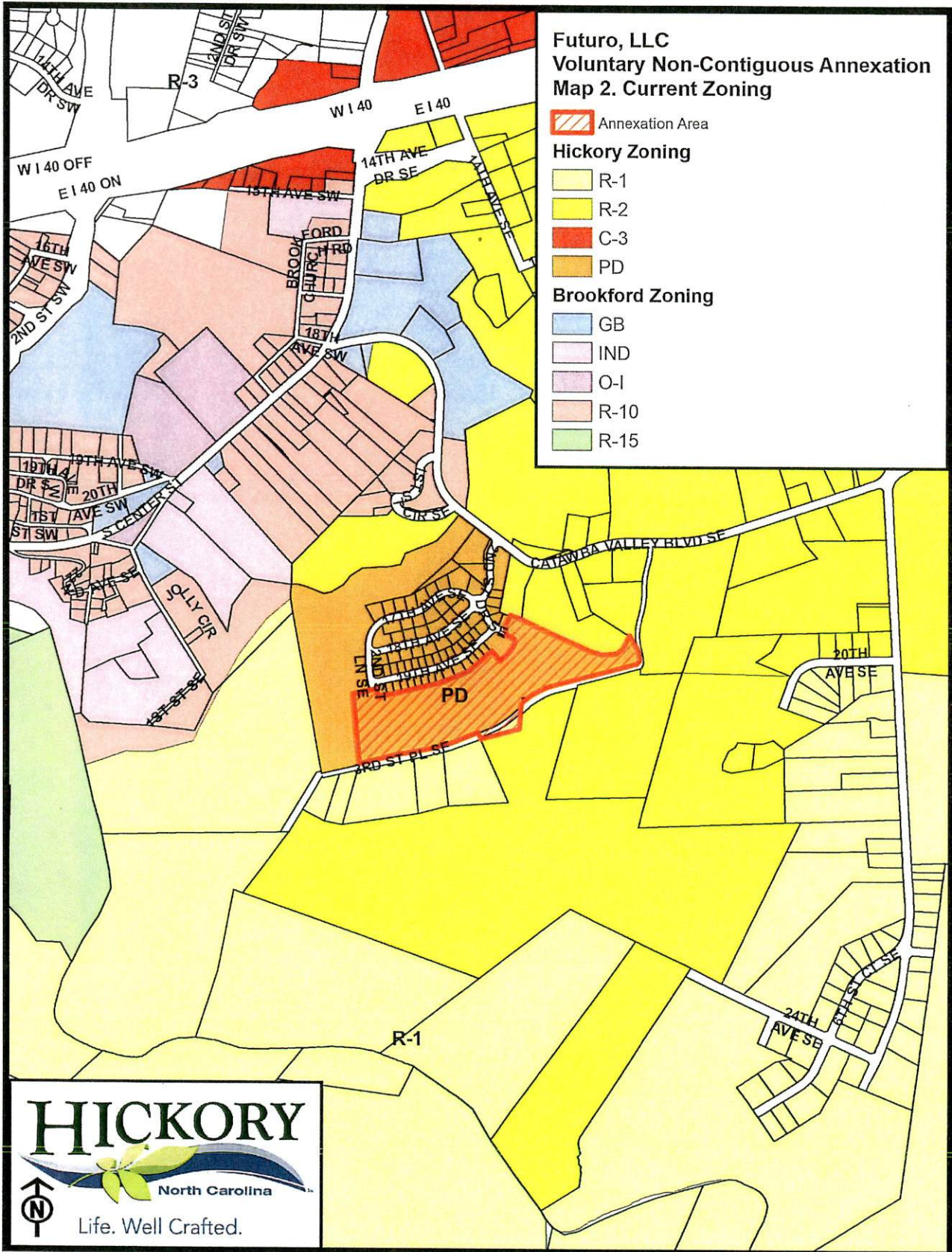
THE CITY OF HICKORY, A
North Carolina Municipal Corporation

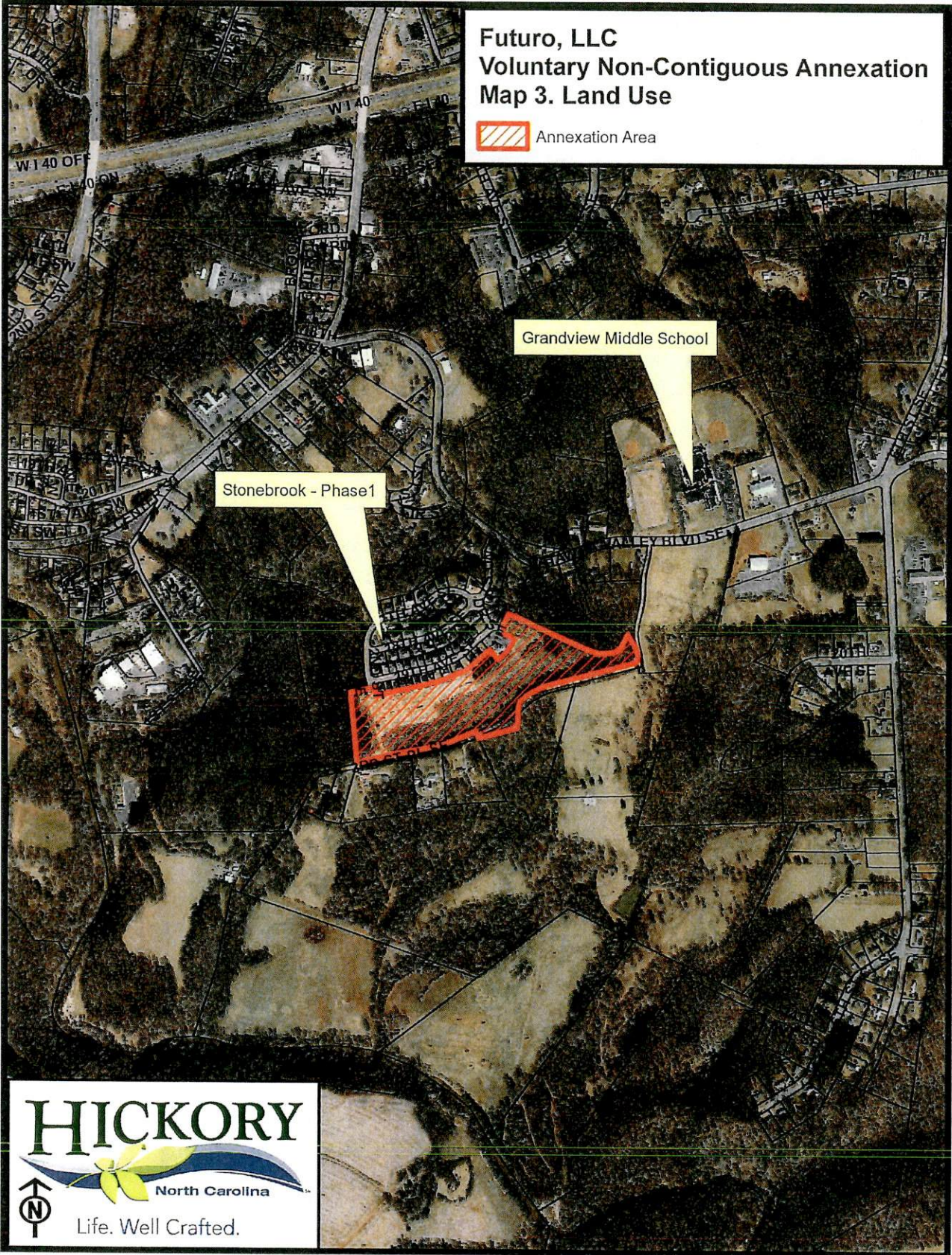
Attest:

By: _____
Hank Guess, Mayor

Debbie D. Miller, City Clerk







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COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Will Hamblin – Public Utilities Director

Contact Person: Will Hamblin – Public Utilities Director

Date: August 6, 2024

Re: Asset Transfer Agreement – Catawba County

REQUEST

Staff requests Council approval of an Asset Transfer Agreement between City of Hickory and Catawba County for water and sewer facilities and utility easements.

BACKGROUND

In 2008 Catawba County constructed water and sewer facilities along NC Highway 10, Hickory Lincolnton Hwy and Rocky Ford Road to serve County owned property. The facilities consist of a 12" water line, a sewer pump station, and 6" sewer force main.

The City of Hickory and Catawba County are seeking the asset transfer in order for the City of Hickory to provide water and sewer service to Microsoft Corporation at 3820 Hickory Lincolnton Hwy. Along with the water and sewer facilities, associated utility easements will also be transferred.

ANALYSIS

The Asset Transfer is pursuant to the Annexation Agreement with the City of Newton, adopted at the July 19, 2022 Council meeting, to provide water and sewer services to drive economic development.

The consideration for the Asset Transfer includes the City agreeing to accept and treat landfill leachate generated by Blackburn Landfill at the County's current disposal rate.

The City of Hickory is currently designing extensions the City's existing infrastructure to connect to the facilities in the Asset Transfer Agreement.

RECOMMENDATION

Staff recommends Council approval of an Asset Transfer Agreement between City of Hickory and Catawba County for water and sewer facilities and utility easements.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Will Hamblin *WA* 07/25/2024
 Initiating Department Head Date
[Signature] 7/30/24
 Asst. City Manager, Rodney Miller Date
[Signature] 7/31/24
 Finance Officer, Kari Dunlap Date
[Signature] 7/30/24
 Asst. City Manager, Yaidee Fox Date

Deputy City Attorney, A. Dula
 Date
[Signature] 7/30/24
 Asst. City Manager, R. Beasley Date
[Signature] 7-31-24
 Deputy Finance Officer, Date
 Cameron McHargue

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

W. Wood
 City Manager, W. Wood
8/1/24
 Date

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (the "Agreement"), is made and entered into as of this the ____ day of June, 2024, by and among City of Hickory, a body politic, organized and existing under the laws of North Carolina ("City"), and Catawba County a body politic and corporate political subdivision of the State of North Carolina ("County"). City and County may hereinafter be referred to individually as a "party" and collectively as the "parties."

Background

A. County owns certain underground water and sewer facilities ("Facilities"), constructed for the provision of water and sewer service to County owned property in the area of the Blackburn Landfill and generally located along NC 10 HWY west of the intersection of Stover Court to the intersection of NC 10 HWY and Hickory Lincolnton Highway; thence south along Hickory Lincolnton Highway and Rocky Ford Road to an existing pump station adjacent to Gregory Wood Products, located at 2800 Woodtech Drive ("the Gregory Wood Pump Station"), more fully as represented on the Preliminary Drawings prepared by W.K. Dickson attached hereto as **Exhibit A** and incorporated herein by reference.

B. County has constructed the Facilities to the specifications and standards required by the City of Newton, in accordance with the approved plans prepared by McGill Associates, sealed by Mark D. Cathey, dated 7/31/2006, and as represented in the Record Drawings prepared by Camp Dresser & McKee, dated April 2008, and the Facilities have successfully passed final inspection.

C. County desires to convey to City, and City desires to accept, the Facilities, as defined herein, along with perpetual easements ("Utility Easement"), as more fully set forth in **Exhibit B** attached hereto and incorporated herein by reference, for the purposes of maintaining, improving, constructing, repairing or removing the Facilities, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I. TRANSFER OF ASSETS

1.01 Assets to Be Conveyed. Upon the terms and subject to the conditions set forth in this Agreement, County shall convey, assign and transfer to City, and City shall acquire, free and clear of any Encumbrance, a perpetual Utility Easement, as more fully set forth in **Exhibit B**, for purposes of accessing, maintaining, improving, constructing, repairing or removing the Facilities along with all of County's right, title and interest in and to the Facilities, consisting of the existing Gregory Wood Pump Station, the existing 6" force main and existing 12" water line from the Gregory Wood Pump Station to Rocky Ford Road and thence running along Rocky Ford Road and Hickory Lincolnton Highway to, (Water) the point of division located near the intersection of NC

10 HWY and Hickory Lincolnton Highway; and (Sewer) an existing manhole, the point of transition from force main sewer to gravity sewer, located near Stover Court, (collectively the "Assets") as represented on Exhibit A attached hereto and incorporated herein by reference, as well as the following:

(a) to the extent related to the Assets, all documents, records, electronic and other data and other compilations of information in any form, including, cost records, blueprints, surveys, permits, plans, warranties, engineer and as-built drawings, records, bills of materials, service and warranty records, maintenance records, operating logs, depreciation schedules of the County with respect to the Assets; and

(b) all causes of action of County against third parties for claims arising out of any contractor's, manufacturers' or vendors' warranties issued for the benefit of County with respect to the Assets.

1.02 Excluded Assets. Notwithstanding anything to the contrary contained in Section 1.01 or elsewhere in this Agreement, all assets other than the Assets, specifically the existing Catawba County Landfill Leachate Force Main and any Facilities past the point of division (water) or point of transition (sewer), as depicted on Exhibit A (collectively, the "Excluded Assets"), are not part of the transfer contemplated hereunder, are excluded from the Assets, and will remain the properties and assets of County.

1.03 Reserved.

1.04 Consideration. The consideration for transfer of the Assets shall include the City hereby agreeing to accept and treat landfill leachate generated by the Blackburn Landfill from County at the rate of \$0.0022/gallon ("Leachate Disposal Rate"). City further agrees that the Leachate Disposal Rate shall not increase for a term of ten (10) years and that any subsequent increase shall not exceed 100% of the then current rate on a year to year basis.

1.05 Reserved.

1.06 Closing. Subject to the terms and conditions of this Agreement, the consummation of the conveyance provided for in this Agreement (the "Closing") will take place as promptly as practical or on such other date as City and County shall agree (the "Closing Date"). The Closing will take place via the electronic exchange of executed documents on the Closing Date or at such other time or place as City and County shall agree.

1.07 Reserved.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF THE COUNTY

County represents and warrants to City as of the date hereof and as of Closing as follows:

2.01 Organization and Corporate Power. County is a body politic and corporate political subdivision of the State of North Carolina, with full power and authority to conduct its business as

it is now being conducted, to own or use the properties and assets that it purports to own or use and to execute and deliver this Agreement and perform its obligations hereunder.

2.02 Authorization; No Breach.

(a) This Agreement constitutes the legal, valid and binding obligation of County, enforceable against County in accordance with its terms. County has all requisite authority to execute and deliver this Agreement and the Exhibits to which it is a party and to perform its respective obligations under this Agreement. The execution and delivery of this Agreement and the Exhibits and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by all necessary action by County.

(b) Neither the execution and delivery of this Agreement or any County Closing Document, nor the consummation or performance of the transactions contemplated thereby will, directly or indirectly give any person the right to prevent, delay or otherwise interfere with any of the transactions contemplated by this Agreement.

2.03 Assets.

(a) County owns and has good title to the Assets, free and clear of Encumbrances. All Assets are in the possession of County. County will convey the Assets pursuant to the Bill of Sale attached hereto as Exhibit C.

(b) The Assets are being sold "AS-IS" and "WHERE IS" with no warranty except those expressly set forth herein.

(c) County also assigns, transfers and conveys all warranties and guarantees related to construction and installation of the Assets or any components or parts thereof to the extent they are assignable. County shall obtain all third party consents necessary to effectuate the assignment, transfer or conveyance of all such warranties and guarantees.

2.04 Reserved.

2.05 Legal Proceedings; Orders.

(a) There are no Orders outstanding, rules, regulations or proceedings pending or, to the knowledge of County, threatened (i) by or against County that relate to, or may materially affect, the Assets after the Closing, or (ii) that challenge, or that may have the effect of preventing, impairing or delaying the ability of a County to consummate the transactions contemplated by, or perform its respective obligations under, this Agreement, the Easement Agreements, or the Exhibits to which it is a party.

2.06 Permits. Solely to the extent that any failure by County to possess a permit will materially affect the operations of the Facilities after the Closing, and without any representation as to any Permits that may be required for the Facilities after the Closing, City acknowledges that the County does not possess any permits required to operate the Facilities and is not transferring any permits to City.

2.07 Environmental Matters.

(a) The operations of County with respect to the Assets are currently and have been in compliance with all Environmental Laws in all material respects. County has not received from any Person, with respect to the Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date. To County's knowledge, there are no circumstances that may prevent or interfere with compliance with all Environmental Laws in the future.

(b) County makes no representation or warranty regarding any Environmental Permits City might require after the Closing.

(c) Reserved.

(d) To the extent related to the Assets, County has not retained or assumed, by contract or operation of law, any liabilities or obligations of third parties under Environmental Law.

2.08 Brokers or Finders. Neither County nor any of its officers, directors, employees, or agents has incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with the sale of the Assets or the transactions contemplated hereby.

2.09 No Untrue Statement. Neither this Agreement nor any written statement furnished or to be furnished by County to City in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of material fact. City and County agree that a "material fact" for this purpose must relate to the current operation of the Assets by the County, and that County undertakes no obligation to disclose any fact solely affecting the use of the Assets by City after the Closing. County agrees to furnish to City copies of any notice, claim or demand received by County during the pendency of this Agreement which would materially change any representation given by County herein.

**ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF CITY**

City represents and warrants to County as of the date hereof and as of Closing as follows:

3.01 Organization and Corporate Power. City is a body politic, organized and existing under the laws of North Carolina, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use and to execute and deliver this Agreement and perform its obligations hereunder.

3.02 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with their respective terms. City has the authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action has been duly authorized by all necessary corporate action by City.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the transactions contemplated hereby or thereby by City will give any Person the right to prevent, delay or otherwise interfere with any of the transactions contemplated by this Agreement.

(c) City must obtain approval of the Hickory City Council prior to the execution and delivery of this Agreement or the consummation of the Transfer.

3.03 Legal Proceedings; Orders. There are no proceedings pending or, to the knowledge of City, threatened against City that challenge, or that may have the effect of preventing, impairing or delaying the ability of City to consummate the transactions contemplated by, or perform its respective obligations under, this Agreement. There are no Orders outstanding against City that challenge, or that may have the effect of preventing, impairing or delaying the ability of City to consummate the transactions contemplated by, or perform its respective obligations under, this Agreement.

3.04 Reserved.

3.05 Reserved.

3.06 Brokers or Finders. Neither City nor any of its officers, directors, employees, agents or Affiliates has incurred any liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with the transactions contemplated hereby, except for The Hunter Group, whose commission will be paid by City.

3.07 No Untrue Statement. Neither this Agreement nor any written statement furnished or to be furnished by City to County in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of material fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

ARTICLE IV.

RESERVED

ARTICLE V. TERMINATION

5.01 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement and the obligations of the parties hereunder may be terminated on or prior to Closing as follows:

(a) By County (i) in the event the transactions contemplated by this Agreement have been prohibited or enjoined by reason of any final, unappealable judgment, decree, or order entered or issued by a court of competent jurisdiction in litigation or proceedings involving any of the parties hereto that was not entered at the request or with the support of County and if County shall

have used commercially reasonable efforts to prevent the entry of such order; (ii) in the event City breaches a representation or warranty of City contained in this Agreement which has not been cured and is not capable of being cured prior to the earlier of (A) the expiration of thirty (30) days after notice of such breach is given by County to City or (B) the Termination Date; or (iii) if City fails to perform in any material respect any of its covenants contained in this Agreement required to be performed prior to the Closing and does not cure such failure prior to the earlier of (A) thirty (30) days after written notice of such failure is given in writing to City by County and (B) the Termination Date.

(b) By City (i) in the event the transactions contemplated by this Agreement have been prohibited or enjoined by reason of any final, unappealable judgment, decree or order entered or issued by a court of competent jurisdiction in litigation or proceedings involving any of the parties hereto that was not entered at the request or with the support of City and if City shall have used commercially reasonable efforts to prevent the entry of such order; (ii) in the event County breaches a representation or warranty of County contained in this Agreement which has not been cured and is not capable of being cured prior to the earlier of (A) expiration of thirty (30) days after written notice of such breach is given by City to County and (B) the Termination Date; or (iii) if County fails to perform in any material respect any of its covenants contained in this Agreement required to be performed by County prior to the Closing and County does not cure such failure prior to the earlier of (A) thirty (30) days after written notice of such failure is given in writing to County by City and (B) the Termination Date.

(c) City and County may terminate this Agreement at any time by mutual written consent.

5.02 Notice and Effect of Termination. On termination of this Agreement pursuant to Section 5.01 above, the transactions contemplated herein shall forthwith be abandoned and all continuing obligations of the parties under or in connection with this Agreement shall be terminated and of no further force or effect; provided, however, that nothing herein shall relieve any party from liability for any misrepresentation, breach of warranty or breach of covenant contained in this Agreement prior to such termination. If this Agreement has terminated due to the breach of any party, such party shall remain liable for any damages arising from such breach.

ARTICLE VI. ADDITIONAL AGREEMENTS

6.01 Payment of Costs Resulting from Sale of Assets by County. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be the responsibility of the City.

6.02 Retention and Access to Books and Records. From and after the Closing, the County and the City agree that each of them shall preserve and keep, or cause to be preserved and kept, all pre-Closing books and records (collectively, "Records") held by them related to the Assets for the period required under the appropriated North Carolina records retention schedule.

6.03 Capital Lease Obligations. None of the assets are subject to any capital leases.

6.04 Best Efforts. Each of County and City will use its reasonable best efforts to cause the conditions in Article III to be satisfied.

6.05 Further Assurances. Following the Closing, subject to the terms of this Agreement, each of the parties shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable to consummate the transactions contemplated under this Agreement, including execution and delivery such additional documents, instruments, conveyances and assurances, and to take such further actions as may be reasonable required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

6.06 Survival. All representations, warranties, covenants, and obligations in this Agreement, and any other certificate or document attached hereto will survive the Closing

ARTICLE VII. GENERAL PROVISIONS

7.01 Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of its representatives.

7.02 Assignment; No Third-Party Beneficiaries. No party may assign any of its rights or delegate any of its obligations under this Agreement prior to Closing without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to this Section 7.02.

7.03 Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, or received by certified mail, return receipt requested, or sent by reputable overnight courier service (charges prepaid) to the recipient at the address indicated below or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder (i) when delivered personally to the recipient, (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (iii) upon machine-generated acknowledgment of receipt after transmittal by facsimile or electronic mail if so acknowledged to have been received before 5:00 p.m. on a Business Day at the location of receipt and otherwise on the next following Business Day, provided, that such notice, demand or other communication is also deposited within twenty-four (24) hours thereafter with a reputable overnight courier service (charges prepaid) for delivery to the same Person.

If to City: City of Hickory
Attn: City Manager
76 North Center Street
Hickory, NC

with a copy to: Timothy D. Swanson
City Attorney
P.O. Drawer 2428
Hickory, NC 28603
Email: timothys@hickorylaw.com

If to County: Catawba County, North Carolina
Attn: County Manager
25 Government Drive
PO Box 389
Newton, North Carolina 28658

with a copy to: Catawba County, North Carolina
25 Government Drive
PO Box 389
Newton, North Carolina 28658
Attn: County Attorney
Email: JStewart@CatawbaCountyNC.gov

7.04 Entire Agreement; Modification. This Agreement, together with any Annexes, Exhibits and Schedules attached to this Agreement and the other documents delivered pursuant to this Agreement, constitute the entire agreement among the parties and supersede all prior agreements, whether written or oral, between the parties with respect to the subject matter hereof and thereof. This Agreement may not be amended except by a written agreement signed by each of the parties to this Agreement.

7.05 Waiver. Neither the failure nor any delay by any party in exercising any right under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

7.06 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause is so significant as to materially affect the expectations of the parties regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the parties with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

7.07 Headings; Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All Annexes, Exhibits and Schedules to this Agreement are incorporated into and constitute an integral part of this Agreement as if fully set forth herein. All words used in this Agreement will be construed to be of such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. The parties acknowledge that each party has reviewed this Agreement and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Agreement.

7.08 Execution of Agreement; Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

7.09 Governing Law. This Agreement, and any claims that arise out of or result from this Agreement, will be governed by and construed under the laws of the State of North Carolina ("Applicable Law") without regard to any conflicts of laws principles that would require the application of any other law. Venue will be set in Catawba County, North Carolina.

7.10 Dispute Resolution. In the event of any dispute, controversy or claim after the Closing between any of the parties hereto arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (including the validity, scope and enforceability of this dispute resolution provision) (the "Dispute"), the parties shall attempt to resolve such Dispute among themselves within thirty (30) calendar days from the date either party sends written notice of such Dispute to the other party.

7.11 Submission to Jurisdiction; Waiver of Jury Trial.

(a) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, MAY BE INSTITUTED IN THE COURTS OF THE STATE OF NORTH CAROLINA LOCATED IN CATAWBA COUNTY, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7.12 Enforcement of Agreement. Each party hereto acknowledges and agrees that the other parties hereto would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms, and that any breach of this Agreement

by such party could not be adequately compensated by monetary damages. Accordingly, each party hereto agrees that, in addition to any other right or remedy to which such party may be entitled, at law or in equity, such party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of the provisions of this Agreement, without posting any bond or other undertaking.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, each of the parties has executed this Asset Transfer Agreement as of the date first above written.

COUNTY:

Catawba County, North Carolina

By: Mary Furtado
Name: Mary Furtado
Title: Manager, Catawba County

State of North Carolina
County of Catawba

I, Dale R. Stiles, a Notary Public for the State of North Carolina, do hereby certify that Mary Furtado, Manager of Catawba County, a body corporate and politic, personally appeared before me this day, and executed the foregoing instrument by or on behalf of Catawba County, pursuant to authority given and as an act of the Board of Commissioners of Catawba County, North Carolina.

Witness my hand and official stamp or seal, this 13th day of June, 2024

Dale R. Stiles
Signature of Notary Public

Dale R. Stiles
Printed Name of Notary Public

My Commission Expires: 10-02-2025



THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: 6/25/24

Mary Morrison

Mary Morrison, Chief Financial Officer

Account Number:

Amount:

Source: Federal ___ State ___ Local ___

Grant Name & Number (if applicable):

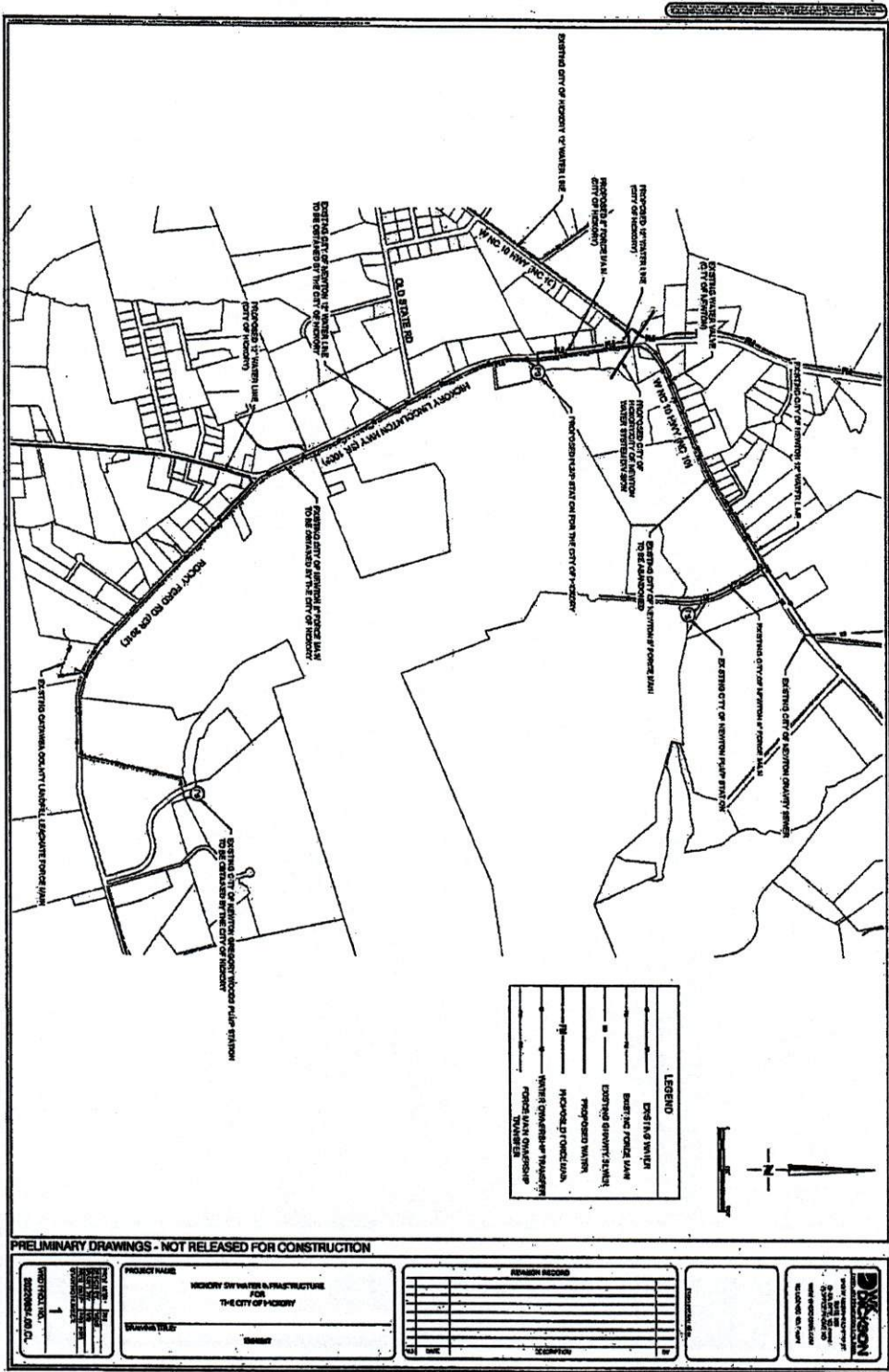
Date Grant Approved by BOC: _____

APPROVED AS TO FORM

Date: 6/25/24

Joshua Teague
Joshua Teague, Assistant County Attorney

EXHIBIT A PRELIMINARY DRAWING



**EXHIBIT B
UTILITY EASEMENTS TRANSFERRED**

**Catawba County
Pump Station and
Sewer Force Main Easements**

Recorded at:

Current Owner Last Name	PIN	Area/ Linear Ft. of Pipe CL	Book	Page
Catawba County	3618-04-52-2134	0.111 Ac ± Pump Station Easement		
Catawba County	3618-04-52-2134	1520		
Catawba County	3618-03-44-7176	257		
Catawba County	3608-03-44-1000	84		
Johnson	3618-02-77-1687	519	3146	0371
Warlick	3618-01-16-5427	414	2743	0598
Microsoft Corporation	3618-01-18-7760	1545	3136	1012
Microsoft Corporation	3618-01-08-7291	449	2749	2119
Rhoney's Methodist Church	3618-01-08-5604	146	2752	0158
Rhoney's Chapel AME Zion Church	3618-01-08-5369	21.5	2752	0155
Whisnant	3618-01-08-2312	358	2744	1019
Romanczuk	3618-01-09-3849	39	2744	1031
Justice	3619-03-00-4240	193	2744	1027
Hernandez	3619-03-00-2270	290	2743	0601
Whisnant	3618-01-19-0901	379	2743	0599
Mitchem	3619-03-10-0473	457	2742	0420
TKC CCXLIX LLC	3619-03-20-5632	2209	2742	0414
TKC CCXLIX LLC	3619-03-20-5632	2209	2730	0389

EXHIBIT C
BILL OF SALE

THIS BILL OF SALE is made to be effective as of this ___ day of April, 2024, by Catawba County a body politic and corporate political subdivision of the State of North Carolina (“County” or “County”), to and in favor of City of Hickory, a body politic, organized and existing under the laws of North Carolina (“City”).

County, pursuant to that certain Asset Transfer Agreement between County and City dated as of _____ (the “Transfer Agreement”), in consideration of the sum of [\$ _____] and other good and valuable consideration received from City, hereby grants, bargains, sells, transfers, assigns, and delivers to the City the Assets (as defined in the Transfer Agreement. County further assigns to City, to the extent assignable, all warranties given by a manufacturer, distributor, dealer, and installer relating to the Assets.

County hereby represents and warrants to City that County owns the Assets, has full and complete right and authority to sell and convey the Assets to City, and the Assets are free and clear of all liens, claims, and encumbrances. County does hereby covenant that County will warrant and defend the Assets against the lawful claims of all person whomsoever claiming by, through or under County, but no others.

County acknowledges and confirms that this Bill of Sale is made pursuant to the Transfer Agreement and that this Bill of Sale is subject to the mutual rights and obligations set forth in the Transfer Agreement. Capitalized terms used and not defined herein have the meanings assigned to them in the Transfer Agreement. If there is any conflict or inconsistency between the terms of this Bill of Sale and the Asset Transfer Agreement, the terms of the Transfer Agreement shall govern.

COUNTY:

Catawba County, North Carolina

By: _____
Name: Mary Furtado
Title: Manager, Catawba County

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Anna Beth Walker, Community Development Specialist

Contact Person: Anna Beth Walker, Community Development Specialist

Date: July 24, 2024

Re: Microenterprise Grant Agreement with Jamie Stephens – Owner Golden Rule Music School

REQUEST

Approve microenterprise grant agreement with Golden Rule Music School, LLC.

BACKGROUND

In its 2020-2024 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This includes a program to provide microenterprise grants to businesses looking for funding necessary to take their business to the next level. The 2024 Community Development Block Grant (CDBG) Annual Action Plan has \$4,000 allocated towards assistance for entrepreneurial activities more than \$60,000 remaining from previous plan years. According to the US Department of Housing and Urban Development, a microenterprise is a business that has fewer than five employees, one of whom is the owner of the business. The program offers grants of up to \$4,000 for low to moderate income business owners for business property, inventory, necessary fixed assess, marketing and business promotion, or other improvements approved by the Business Development Committee. Applicants are required to submit a business plan and have a counseling session with a local business support organization.

ANALYSIS

Jamie Stephens has applied for a Microenterprise Grant to support and enhance his existing small business, Golden Rule Music School. Golden Rule Music School is a local Music School that offers private guitar, bass, piano, ukulele, mandolin, banjo, drum, and percussion lessons. The Business Development Committee reviewed the application and recommended approval of the grant in the amount of \$4,000. The grant funds will be used to purchase equipment and for marketing and promotion. More information can be found in the attached agreement, which contains the original application.

RECOMMENDATION

Staff recommends that City Council approve the Microenterprise Grant agreement with Golden Rule Music School, LLC.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

059-1535-558.38-85 Small Business Assistance Program

Reviewed by:

Dave Leonetti

[Signature]

7/24/2024

Date

Deputy City Attorney, A. Dula

Date

Initiating Department Head

[Signature]
Asst. City Manager Rodney Miller

7/30/24

Date

[Signature]
Asst. City Manager, R. Beasley

7/30/24

Date

[Signature]
Finance Officer, Kari Dunlap

7/31/24

Date

[Signature]
Deputy Finance Officer,
Cameron McHargue

7-31-24

Date

[Signature]
Asst. City Manager Yaidee Fox

7/30/24

Date

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

[Signature]
City Manager, W. Wood

8/1/24
Date

PREPARED BY: Legal Department, City of Hickory
PO Box 398, Hickory, NC 28603

STATE OF NORTH CAROLINA

**CDBG MICROENTERPRISE
GRANT PERFORMANCE
AGREEMENT**

COUNTY OF CATAWBA

THIS AGREEMENT, made and entered into this ____ day of _____, 202_, 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 Golden Rule Music School LLC hereinafter referred to as the "Recipient" and having a mailing address of 118 3rd Ave. NW, Hickory, NC 28601.

WITNESSETH

THAT WHEREAS, as part of its 2020-2024 Consolidated Plan for Housing and Community Development, the City has identified increasing entrepreneurial opportunities in the community as a priority; and

WHEREAS, to fulfill this priority, the CITY has created the Community Development Block Grant Microenterprise Grant Program ("CDBG Microenterprise Grant Program" or "Program") to provide grants to qualifying business owners upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained the parties agree as follows:

1. The City shall provide a grant to the Recipient for the sum of \$4,000.00, which the City shall disburse in accordance with the schedule set forth in Exhibit B. The City shall not be obligated to disburse any grant funds until the Recipient complies with all disbursement prerequisites set forth in this Agreement for all or any part of the grant funds.
2. The Recipient agrees to utilize the grant funds for the purposes set forth in: to fulfill that project as described in the CDBG Microenterprise Grant Program Guidelines and Application Materials attached hereto as Exhibit "A." Said guidelines and application materials are made a part of this Agreement and incorporated herein by reference as if more fully set forth.
3. Projects funded in whole or in part must meet all applicable regulations of the CDBG program, including environmental review requirements. The purpose of the environmental review process is to identify if the project will have a significant impact on the quality of the human environment. The grant agreement for an approved grant cannot be executed until this process has been completed.

4. The Recipient shall ensure that the grant is used for permitted purposes only and shall be responsible for any misuse of grant funds by any of its officers, members, employees, or agents.
5. The grant is payable in accordance with the funding schedule which will be developed by the City of Hickory's Business Development Committee, hereinafter referred to as the "BDC." The funding schedule is made a part of this Agreement as Exhibit B and incorporated herein by reference as if more fully set forth.
6. Grant disbursements shall be for expenses incurred as set forth in the Application only. The City shall require itemized documentation of project expenses.
7. Strict compliance by the Recipient with all of its obligations imposed by this Agreement is an express condition of the Recipient's obligation to make any portion of the grant funds available. No degree of partial performance by the Recipient shall deprive the City of its right to require complete performance prior to its disbursement of grant funds.
8. 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.
9. The RECIPIENT shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of the CITY.
10. By executing this Agreement/Contract, Jamie Stephens certify/certifies Golden Rule Music School, LLC is/are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Golden Rule Music School, LLC shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated at least every 180 days.
11. This Agreement may be terminated and the City may withhold grant monies upon the Recipient's breach of or failure to perform any of the terms of this agreement. The City shall give the Recipient notice in writing of any potential breach of this Agreement, after which the applicant shall have thirty (30) calendar days in which to cure said breach. The thirty (30) calendar day cure period shall not apply to any of the time requirements described in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed upon the day and year first written above.

CITY OF HICKORY

By: _____
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 pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Kari Dunlap, Financial Officer

Recipient

By: 

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 _____, 202_.

(Seal) _____
Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, Charity F. Nash, a Notary Public of Catawba County, North Carolina, do hereby certify that Jamie Stephens, owner of Golden Rule Music School, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal this 26th day of July, 2024.



Charity F. Nash
Notary Public

My Commission Expires: 10-31-2026

The City of Hickory

CDBG Microenterprise Grant Program

In its 2020-2024 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This led to the creation of a program to provide microenterprise grants to businesses looking for funding necessary to take their business to the next level.

What is a microenterprise?

According to the US Department of Housing and Urban Development, a microenterprise is a business that has five or fewer employees, one of whom is the owner of the business.

Since the project will be funded with CDBG funds, all applicants will need to have a household income of less than 80% of the area median income. That is currently \$62,500 for a family of four. The table below indicates the current HUD income limits. (All limits are subject to change as HUD updates their information.)

Persons in Family	Maximum Income
1	\$43,750
2	\$50,000
3	\$56,250
4	\$62,500
5	\$67,500
6	\$72,500
7	\$77,500
8	\$82,500

Award Ceiling

The award range will be from \$1,000 to \$4,000. The maximum funding will be based on needs presented in the business plan.

Use of Funds

Grant funds may be used for the following purposes:

- Business Equipment
- Inventory
- Necessary Fixed Assets
- Marketing and business promotion
- Other necessary business improvements as approved by the Business Development Committee

Exhibit A Page 2 of 11

Grant funds may not be used for real property improvements. Funds may not be used for expenses that were incurred prior to final approval of the funding agreement by the Hickory City Council.

Additional Requirements

The following additional requirements apply to all recipients.

- The business must be located in the Hickory City Limits.
- The business must be in compliance with all applicable City of Hickory regulations including the Land Development Code.

Funding Eligibility Exclusions

The following uses are not eligible for funding:

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

Application Requirements

- Completed application form
- Business Plan (template included)
- Financial Projections
- Counseling appointment with one of the following three agencies: the CVCC Small Business Center, LRU Center for Social and Commercial Entrepreneurship, or the Small Business Technology Development Center.
- Letter of Recommendation from one of the above counseling agencies
- Income verification information to include prior year tax returns for all household members. Additional information may be required to meet HUD income verification requirements. The City of Hickory uses the Internal Revenue Service Form 1040 method of calculating income.

Scoring Criteria

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

- Number of jobs created
- Length of time business has been in existence (priority will be given to startups)
- Growth potential
- General quality of the business plan
- Other funding secured
- Social return on investment

Exhibit A Page 3 of 11**Grant Payment Schedule and Other Required Activities**

- After consulting with the counseling organization, the Business Development Committee will approve a project schedule detailing implementation milestones and objectives. This schedule will be part of the funding agreement. Funding will generally be paid in at least two equal installments based upon meeting required milestones.
- Recipients will be required to check in with the Business Development Committee at least once during project execution to provide updates on the business.
- Recipients will also be required to have periodic meetings with the counseling organization. The frequency of these meetings will be described in the funding agreement. Generally, one additional meeting during project execution will be required.

Conflicts of Interest

No member of the City Council of the City of Hickory and no other official, employee, or agent of the City, nor their families shall be eligible to receive any assistance under this program. This prohibition will continue for a period of one year from the date their affiliation ceases. Immediate family members include: parents, spouses and domestic partners, siblings, and children regardless of age.

General Disclaimer

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

Exhibit A Page 4 of 11

CITY OF HICKORY MICROENTERPRISE GRANT APPLICATION

Applications should be submitted to the Department of Planning and Development. For more information, please contact David Leonetti at (828) 323-7422.

APPLICANT INFORMATION

Business Name: Golden Rule Music School LLC

Mailing Address: 118 3rd Ave NW Street Address: 118 3rd Ave NW

City: Hickory State: NC Zip: 28601

Telephone: (828) 302-2719 FAX: _____ E-Mail: goldenrulemusicschool@gmail.com

Business Project Manager Name and Title (if different than above.): _____

Project Manager Organization Name: _____

Date Business Established: 2-1-2024 Tax ID or Social Security Number: _____

PROJECT INFORMATION

Amount Requested: \$ _____ Project Title: _____

Address of Building: _____ Zoning of the Parcel: _____

Proposed Use: _____

INCOME INFORMATION

Total Household Income of Business Owner: \$ 6,737 Number of Persons in Household: 1

- | | Name | Date of Birth |
|----|----------------------------------|------------------|
| 1. | <u>Jamie Stephens</u> | <u>7-15-1981</u> |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | (Add additional lines as needed) | |

Current HUD Income Limits*	Income Limits for FY 2022							
	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low (30%)	\$ 14,150	\$ 18,310	\$ 23,030	\$ 27,750	\$ 32,470	\$ 37,190	\$ 41,800	\$ 44,500
Very Low (50%)	\$ 23,600	\$ 27,000	\$ 30,350	\$ 33,700	\$ 36,400	\$ 39,100	\$ 41,800	\$ 44,500
Low (80%)	\$ 37,750	\$ 43,150	\$ 48,550	\$ 53,900	\$ 58,250	\$ 62,550	\$ 66,850	\$ 71,150

****TO QUALIFY FOR THE MICROENTERPRISE GRANT YOUR INCOME AND HOUSEHOLD SIZE MUST MEET THE ABOVE INCOME LIMITS****

Exhibit A Page 5 of 11

PROPOSED FINANCING SOURCES FOR PROJECT:

BANK LOAN	AMOUNT \$ _____	% OF TOTAL _____
GRANT	AMOUNT \$ <u>4,000.00</u>	% OF TOTAL <u>100</u>
APPLICANT/EQUITY	AMOUNT \$ _____	% OF TOTAL _____
OTHER	AMOUNT \$ _____	% OF TOTAL _____
TOTAL	AMOUNT \$ <u>4,000.00</u>	% OF TOTAL <u>100.0</u>

PROJECT NARRATIVE:

Provide a brief narrative description of business, proposed project and reason for grant:

I aim to expand my business. Marketing tools such as a website, promotional banners, displays, a permanent sign, and social media marketing. This will help reach new clients which will bolster the school's growth. That will allow me to hire teachers to fulfill demand. In order to accommodate more teachers I will need more equipment for the lesson rooms. Pianos, Guitars, Basses, Amps, PA systems, cables, microphones, desks, chairs, etc. The goal is to have all six rooms fully equipped to allow for uninterrupted lessons at maximum capacity.

PROPOSED USE OF PROJECT FUNDS:

BUSINESS EQUIPMENT	\$ <u>2,500.00</u>
INVENTORY	\$ _____
MARKETING AND BUSINESS PROMOTION	\$ <u>1,500.00</u>
OTHER* (_____)	\$ _____

*MUST BE APPROVED BY BUSINESS DEVELOPMENT COMMITTEE

REQUIRED ATTACHMENTS

All applications must include the following information:

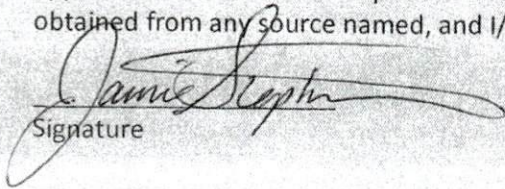
- Completed application form
- Business Plan (template included)
- Financial Projections (template included)

Exhibit A Page 6 of 11

- Confirmation of completed counseling appointment with one of the following three agencies: the CVCC Small Business Center, LRU Center for Social and Commercial Entrepreneurship, or the Small Business Technology Development Center.
- Letter of Recommendation from one of the above counseling agencies
- Income verification information to include prior year tax returns for all household members. Additional information may be required to meet HUD income verification requirements. The City of Hickory uses the Internal Revenue Service Form 1040 method of calculating income.

Applicant's Certification:

I/We certify that all information in this application and all information furnished in support of this application are true and complete to the best of my/our knowledge and belief. Verification can be obtained from any source named, and I/we agree to submit to personal and business credit checks.


Signature

7.8.2024
Date

Signature

Date

Signature

Date

City of Hickory Microenterprise Grant Program Business Plan Template

Applicant Name: Jamie Acpton **Date:** 7.8.2024

Describe the fundamental elements of your business. Describe what business you are in, why you are in it, and what you hope to accomplish. List and describe the products or services you will offer.

-Golden Rule Music School is an all around music education experience. There is one-on-one instruction with dedicated curriculum to find a students level of competence on their individual instrument. This is so the student can accurately be placed in an ensemble class to help them further their skill and provide an all around musical environment in which to better grow and perform on the instrument. My business is a facility for music education. I started this business to share my love of musical expression and the joy it has given me. Not only do you gain experience in musical situations, it also translates into life situations and experiences. Golden Rule Music School offers Private lessons, Group Classes, Summer Camps, Early Childhood Musical Development, Performance Classes, and Workshops.

Describe the qualifications and experience of your management team and any other key employees. Also describe any outside professional services (accountants, attorneys, etc.) you have or plan to engage.

-Musically, I have over 20yrs experience playing and performing in various groups across the country. I have been a session player at Westlake Studios in Los Angeles for a number of recording artists.

I have my Journeyman and Professional Certificates from Musician's Institute in Hollywood CA. As an educator, I have 15yrs experience teaching in person lessons in Los Angeles and Chicago. In 2010 I was a founding member of the Rock House, a school started by a former Nashville recording artist and four Chicago musicians, myself included. Working and managing the school for 10yrs has helped showed me what works and what does not work in a performance based school. The school was a success and eventually bought by an investor and changed to Twelve Tone Music School. I taught and was a manager at that school from 2018-2021.

Describe the customers you will serve and the geographic territory to be targeted with your marketing efforts. Describe the advertising, marketing techniques, pricing strategies, and tools you will use to promote your business.

-I am looking for dedicated students who want to learn to play an instrument or already play an instrument but think they are not talented, they are too old, or have taken lessons in the past and did not get the results they expected. I want students of all ages and abilities because no matter where they are in their musical journey they can play with similar skilled students and make music in an enjoyable environment. That alone will encourage growth and confidence. The geographic territory I plan to market is the city of Hickory initially. I already serve some of the surrounding areas but I will eventually market the entire Catawba County. I want to market the Golden Rule Music School brand and philosophy. The proof is in doing and by doing I want to show the results and they will speak for themselves. Students of all ages playing various styles of music, multiple instruments, and various age groups all accomplishing their goals and what they set out to do, play music on their instrument. As a bonus they get to do it with other people. Usually an accomplishment they thought they were incapable of doing initially. My pricing strategy is to have one set price or subscription that includes all a person would need to start their

Exhibit A Page 8 of 11

musical journey. Word of mouth, social media, and a website to direct all the traffic will be the biggest influence on spreading the mission of Golden Rule Music School, however proper signage around the building will also be necessary.

List those firms you have identified as primary competitors in your market(s). Identify their strengths and weaknesses. What advantages does your company have as compared with this primary competitors?

-Hickory Music Factory, Music and Arts, Hickory Arts, and Larry's Music are my primary competitors. Hickory Music Factory's strengths are that they have name/brand recognition. They are non-profit so they get funding from businesses as tax write-offs. Their weakness is that they are a big entity so they lose the personal touch. They operate at such a volume they cannot give individual attention. Music and Arts is a huge corporate conglomerate so they have marketing funds dedicated to the lesson aspect of the corporation. They operate on sheer volume and the policies are very rigid and corporate so there is very little room for the personal touch. Hickory Arts is very small and they barely advertise. The only strength they have is their teachers are top notch but they are also very busy doing their own pursuits. Larry's Music also has a strength in their longevity in Hickory. Many people know they exist but they are more of a retail store rather than a dedicated lesson provider. They also have limited offerings. Golden Rule Music School is a very hands on experience that offers many formats to allow students reach their goal. The school is dedicated to music education and performance with many opportunities to further your individual skills.

Describe your plans for growth or expansion. Include the impact on working capital needs, equipment, and/or your current facility or building.

-My plan for growth and expansion starts with advertising and marketing. Once I can get the word out on a large scale and let the public know about the school, they can learn what Golden Rule Music School is all about and see for themselves that this is the best way to learn an instrument and get accountability to practice and actually get better. This will in turn allow me to hire other dedicated and driven teachers to accommodate the influx of growth. For this I will need more instruments and office equipment to outfit each room so all teachers and students can have an equal experience that I give all my students.

Describe in detail your plan for financing your business. Please specify how much money you can put towards the project, and how much money you can borrow.

-I am financing my business by continuing to work and grow every day. I have savings, stocks, and mutual funds that I can draw from if I come up short on capital or if I need to make a big investment in the business. Any and all money I have to invest or to borrow against is my own personal money.

Attach additional pages with any additional information.

Exhibit A Page 9 of 11

PROFIT AND LOSS PROJECTIONS

	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	TOTALS	%	YEAR 2	%	YEAR 3	%
Cash Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%				
Sales - Lessons & Sessions	140	300	160	665	1,215	2,866	3,000	3,200	3,400	3,600	3,800	4,000	26,346	96.81%	\$60,000	41.67%	\$72,000	48.61%
Total Sales	140	300	160	665	1,215	2,866	3,000	3,200	3,400	3,600	3,800	4,000	26,346	96.81%	\$60,000	41.67%	\$72,000	48.61%
Cost of Sales	0	0	0	0	0	0	120	128	136	144	152	160	840	4.00%	\$2,400	4.00%	\$2,880	4.00%
Gross Profit	140	300	160	665	1,215	2,866	2,880	3,072	3,264	3,456	3,648	3,840	25,506	96.81%	\$57,600	96.00%	\$69,120	96.00%
Expenses																		
Non Production Labor (other than owner's)													\$0	0.00%		0.00%		0.00%
Owner's Draw/Salary													\$0	0.00%	\$25,000	41.67%	\$35,000	48.61%
Auto & Travel			21	67	100	50	50	50	50	50	50	50	\$538	2.04%	\$600	1.00%	\$600	0.83%
Payroll Taxes - Self Employment													\$0	0.00%	\$3,825	6.38%	\$5,355	7.44%
Workers Comp													\$0	0.00%		0.00%		0.00%
Operating Supplies	1,595	931	575	781	379	0	25	25	25	25	25	25	\$4,411	16.74%	\$500	0.83%	\$500	0.69%
Laundry													\$0	0.00%				
Utilities													\$0	0.00%		0.00%		0.00%
Telephone													\$0	0.00%		0.00%		0.00%
Office Expense	0	32	57	114	191	13	40	0	0	0	52	0	\$500	1.90%	\$500	0.83%	\$500	0.69%
Repair & Maint	0	0	180	0	0	0	0	0	0	0	0	0	\$180	0.68%	\$500	0.83%	\$500	0.69%
Internet/Web Site	0	0	0	0	319	5							\$324	1.23%	\$300	0.50%	\$300	0.42%
Advertising	0	0	29	55	238	25							\$347	1.32%	\$500	0.83%	\$500	0.69%
Marketing	0	0	400	0	0	177							\$577	2.19%	\$500	0.83%	\$500	0.69%
Rent	4,950	2,475	2,475	2,475	2,475	2,475	2,475	2,475	2,475	2,475	2,475	2,475	\$32,175	122.12%	\$20,625	34.38%	\$20,625	28.65%
Business Taxes													\$0	0.00%		0.00%		0.00%
Licenses - NC Secty of State													\$0	0.00%	\$200	0.33%	\$200	0.28%
Insurance	436												\$436	1.65%	\$500	0.83%	\$500	0.69%
Accounting	30	30	15	15	15	36							\$141	0.54%	\$250	0.42%	\$250	0.35%
Bank Charges	10	10	10	0	0	0	0	0	0	0	0	0	\$30	0.11%	\$50	0.08%	\$50	0.07%
Depreciation Expense													\$0	0.00%		0.00%		0.00%
Interest Expense													\$0	0.00%		0.00%		0.00%
Other Admin Expenses	10	34	39	198	28	16							\$325	1.23%		0.00%		0.00%
Total Expenses	7,031	3,512	3,801	3,705	3,745	2,797	2,590	2,550	2,550	2,550	2,602	2,550	\$39,983	151.76%	\$53,850	89.75%	\$65,380	90.81%
Profit Before Taxes	-6,891	-3,212	-3,641	-3,040	-2,529	69	290	522	714	906	1,046	1,290	-\$14,476	-54.95%	\$3,750	6.25%	\$3,740	5.19%

Exhibit A Page 10 of 11

FORECAST OF PROFIT AND CASH FLOW

	Start-Up	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Beginning Cash Position		\$ 10,000	\$ 3,109	\$ (103)	\$ (3,743)	\$ (6,784)	\$ (9,313)	\$ (9,245)	\$ (8,955)	\$ (8,433)	\$ (7,719)	\$ (6,813)	\$ (5,767)
Income (cash received)													
Cash Sales		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Collection from Lessons/Sessions		\$ 140	\$ 300	\$ 160	665	1,215	2,866	3,000	3,200	3,400	3,600	3,800	4,000
Equity Investment (Owners)	\$ 10,000												
Proceeds of Loan													
Other (cash injections)													
Total Cash Inflows	\$ 10,000	\$ 140	\$ 300	\$ 160	\$ 665	\$ 1,215	\$ 2,866	\$ 3,000	\$ 3,200	\$ 3,400	\$ 3,600	\$ 3,800	\$ 4,000
Disbursements (cash used)													
Loan Repayment (Principal)													
Cost of Sales (3% Merch Fee inc.)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120	\$ 128	\$ 136	\$ 144	\$ 152	\$ 160
Total Expenses (Before Dep.)		\$ 7,031	\$ 3,512	\$ 3,801	\$ 3,705	\$ 3,745	\$ 2,797	\$ 2,590	\$ 2,550	\$ 2,550	\$ 2,550	\$ 2,602	\$ 2,550
Capital Expenditures													
Total Disbursements (cash used)	\$ -	\$ 7,031	\$ 3,512	\$ 3,801	\$ 3,705	\$ 3,745	\$ 2,797	\$ 2,710	\$ 2,678	\$ 2,666	\$ 2,694	\$ 2,754	\$ 2,710
Cash Flow Monthly	\$ 10,000	\$ (6,891)	\$ (3,212)	\$ (3,641)	\$ (3,040)	\$ (2,530)	\$ 69	\$ 290	\$ 522	\$ 714	\$ 906	\$ 1,046	\$ 1,290
Ending Cash Position (Cumulative)	\$ 10,000	\$ 3,109	\$ (103)	\$ (3,743)	\$ (6,784)	\$ (9,313)	\$ (9,245)	\$ (8,955)	\$ (8,433)	\$ (7,719)	\$ (6,813)	\$ (5,767)	\$ (4,477)

Information for highlighted cells must be manually entered

Other rows connected to P&L Projections

June 3, 2024

Dave Leonetti
Business and Community Development Manager
Business Development Programs – City of Hickory
76 N Center St
Hickory NC 28601

Re: Letter of Recommendation for Jamie Stephens/Golden Rule Music School

Dear Mr. Leonetti,

Let this letter serve as a recommendation for Jamie Stephens and his company, Golden Rule Music School. Our Small Business Center office has worked with Mr. Stephens in several capacities and areas of his new business – from initial startup to recent grand opening.

From the outset, Mr. Stephens has demonstrated an understanding of the needs and requirements to start a new business with the intentions of succeeding. His plans and vision for the business would be a welcome, dynamic asset for the business community of Hickory NC. Based on our experiences, I support his efforts in participating in the City of Hickory’s Business Development Programs.

Please feel free to contact me at creese147@cvcc.edu or 828-327-7000 (x 4635) if you need any further information. Thank you for your consideration and support of our local small businesses

Sincerely,

Chris Reese
Director
Small Business Center – CVCC
2664 US Hwy 70SE
Hickory NC 28602

Exhibit B

Microenterprise Grant Funding Schedule – Jamie Stephens- Golden Rule Music School

The grant will be paid in three installments.

Payment 1: \$1750 payable after marketing and/or business equipment expenses incurred and completion of first meeting with counseling center. This must occur within four months of grant approval. Receipts must be provided showing at least \$1750 in eligible costs incurred. If progress is not shown during this time period, the grant shall expire and no funds will be paid.

Payment 2: \$1750 payable after marketing and/or business equipment expenses incurred and completion of second meeting with counseling center. This must occur within 12 months of grant approval. Receipts must be provided showing at least \$1750 in eligible costs incurred.

Payment 3: \$500 payable after final check-in session with Business Development Committee. Receipts must be provided showing at least \$500 in eligible costs incurred. This must occur within 12 months of grant approval. **Note that the Business Development Committee only meets monthly. Arrangements should be made in time to ensure that a meeting with the committee will take place prior to contract expiration.**

12

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: John Marshall, Transportation Planning Manager

Contact Person: John Marshall, Transportation Planning Manager

Date: August 6, 2024

Re: 17th Street NW Extension - Project HL-0004 – Rummel, Klepper, & Kahl, LLP (RK&K) - Construction Engineering and Inspection (CEI) Services

REQUEST

Staff requests Council approval and acceptance of an Agreement for Professional Services with Rummel, Klepper, & Kahl, LLP (RK&K) for CEI Services related to the 17th Street NW Extension (HL-0004) in the amount of \$626,814.67, contingent on NCDOT concurrence.

BACKGROUND

The City of Hickory received \$6M from a Surface Transportation Block Grant – Direct Attributable Award from the Greater Hickory Metropolitan Planning Organization (MPO) to extend 17th Street NW from 9th Avenue NW to Clement Blvd NW. This new connector will serve as an alternative to US 321 for local traffic and provide additional access for the newly planned Appalachian State University Campus.

ANALYSIS

A Construction Engineering and Inspections firm is needed for construction services for 17th Street NW Extension, including a multi-use path, from 9th Avenue NW to Clement Blvd NW. The extension would provide a continuous route from US 70 to Clement Blvd NW and could provide a parallel alternative to US 321. The connection from the 17th Street NE Extension would also provide a safer route for cyclist to reach Aviation Walk that includes a bicycle and pedestrian bridge over US 321 north of Clement Blvd.

Rummel, Klepper, & Kahl, LLP (RK&K) was selected based on qualifications-based proposals and was concurred with by NCDOT. RK&Ks fees were negotiated by City of Hickory staff and NCDOT staff. Fees are eligible for reimbursement with NCDOT funds at the same ratio of 80% NCDOT (\$501,451.74) and 20% City of Hickory (\$125,362.93).

CE&I services include the following:

- Construction Inspections
- Construction Materials Testing
- Construction Administration

RECOMMENDATION

Council approval of an Agreement for Professional Services with Rummel, Klepper, & Kahl, LLP (RK&K) for CEI Services related to the 17th Street NW Extension (HL-0004) in the amount of \$626,814.67, contingent on NCDOT concurrence.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

546018
061-5460-577.09-02

Reviewed by:

John Marshall

Initiating Department Head

[Signature]

7/25/2024

Date

City Attorney, T. Swanson

Date

Asst. City Manager Rodney Miller

[Signature]

7/30/24

Date

Asst. City Manager, R. Beasley

7/30/24

Date

Finance Officer, Kari Dunlap

[Signature]

7/31/24

Date

Deputy Finance Officer,
Cameron McHargue

7-31-24

Date

Asst. City Manager Yandee Fox

[Signature]

7/30/24

Date

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

Wanner Wood

City Manager, W. Wood

8/1/24

Date



City of Hickory

Contract Number: _____
Project Name: _____

**CONTRACT BETWEEN CITY OF HICKORY AND
Rummel, Klepper & Kahl, LLP. (CONSULTANT)
FOR PROFESSIONAL SERVICES**

City of Hickory
Mailing Address:

PO Box 398
Phone Number: 828-323-7412

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

CONSULTANT: Rummel, Klepper & Kahl, LLP
Mailing Address:
10150 Mallard Creek Road, Suite 300
Phone Number: 704-438-3752

Contact: Greg Jones
City: _____ State: _____ Zip: _____
Charlotte NC 28262
Email: gjones@rkk.com

The Contract is made and entered into on the last date executed below, by and between the City of Hickory and
Rummel, Klepper & Kahl, LLP, hereinafter referred to as "CONSULTANT".

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



City of Hickory

Contract Number: _____
Project Name: _____

IMPORTANT INFORMATION AND INSTRUCTIONS

SECTIONS WITHIN THIS AGREEMENT:

[Contact Information](#)

[Important Information and Instructions](#)

[Professional Services Contract Provisions](#)

[Special Conditions](#)

[General Contract Provisions Under Federal Awards](#)

[Professional Services Contract Provisions Under Federal Awards](#)

[General Contract](#)

[Exhibit A](#)

[Exhibit B](#)

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



City of Hickory

 Contract Number: _____
 Project Name: _____

PROFESSIONAL SERVICES CONTRACT PROVISIONS

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



City of Hickory

 Contract Number: _____
 Project Name: _____

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



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



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

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



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

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

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

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

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

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

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

35. **PAYMENT/INVOICING:**

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

36. **PARTIAL PAYMENTS:**



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



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

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SPECIAL CONDITIONS

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

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GENERAL CONTRACT PROVISIONS UNDER FEDERAL AWARDS

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



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



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

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



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



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

ii.

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



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



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

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



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

j. Certification of eligibility

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

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

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



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

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



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

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

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

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PROFESSIONAL SERVICES CONTRACT PROVISIONS UNDER FEDERAL AWARDS

1. **REPORTING REQUIREMENTS:** CONSULTANT agrees to submit all reports, certifications or other documents required by any of the provisions in the General Contract Provisions Under Federal Awards or Professional Service Contract Provisions Under Federal Awards sections of the Contract to the City of Hickory for transmission to the DEPARTMENT or other Federal agency as required.
2. **RELEASE OF PATENTS AND COPYRIGHTS:** CONSULTANT agrees to relinquish ownership and exclusive rights to the City of Hickory for any patents and/or copyrights for any process, discovery, invention, design or document which arises or is developed in the course of the Contract. All plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials that are produced by CONSULTANT as part of the Contract, with the exception of those documents that constitute standard details, specifications, and/or other data and/or materials that are regularly used by CONSULTANT and/or the professional design industry in the normal course of business, shall be deemed to be the property of the City of Hickory. Any reuse or modification of such documents for purposes other than those intended by CONSULTANT shall be at the City of Hickory's sole risk and without liability to CONSULTANT.
3. **ACCESS TO RECORDS**
 - c) CONSULTANT agrees to provide, upon request, the City of Hickory, the DEPARTMENT, the FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - d) CONSULTANT agrees to permit any of the foregoing parties to reproduce records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. **RETENTION OF RECORDS:** CONSULTANT agrees to retain all required records pertaining to the Contract for no less than three (3) years after final payment is made and all other pending matters are closed.
5. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCE:** The newest version of the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.
 - a. The Contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [U.S. DOT published final rule, "Disadvantaged Business Enterprise: Program Improvements," 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.

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



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

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



City of Hickory

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GENERAL CONTRACT

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

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

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


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

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

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

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

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



SIGNATURE OF AUTHORIZED AGENT

Miriam Kronisch, PE, CCM / Partner

PRINT/TYPE NAME/TITLE



City of Hickory

Contract Number: _____
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EXHIBIT A

INSERT EXHIBIT A BEHIND THIS PAGE

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Responsible Party	Date/Phase	Task Description
City of Hickory	TBD	Notice to Proceed to RK&K for CEI Services
City of Hickory & RK&K	Project Start Up	Kickoff Meeting with City to confirm services, scope, and fees for Agreement
City of Hickory & RK&K	Project Start Up	Preconstruction Conference
RK&K PM	Project Start Up	Project Coordination Meeting with Adjacent Projects/Stakeholders
RK&K PM and Technicians	Project Start Up	Project Documentation Scope Meeting
Lead Technician	Project Start Up	Documentation of pre-construction site conditions through video recording, site
RK&K PM	Project Start Up	Analyze the Contractor's schedule(s) for compliance with contract documents
RK&K PM	Project Start Up	Provide a written review of the schedule to the City.
RK&K PM	Project Start Up	Review and/or facilitate review by responsible party (City of Hickory) all necessary submittals, shop drawings, plans, and final certifications
Lead Technician	Construction	Document workzone sign/device installation
Lead Technician	Construction	Inspect installation of initial erosion and sediment control devices, and red-line as-built
Lead Technician and Contractor Representative	Construction	Establish NPDES records and maintain throughout project
Lead Technician	Construction	Confirm contractor is self-monitoring erosion and sediment control throughout project
Lead Technician	Construction	Video record project site conditions for each project phase
Lead Technician	Construction	Perform inspections, materials testing, data collection, and monitoring of the entire project
Lead Technician	Construction	Maintain detailed accurate records of Contractor's daily operations and significant events
Lead Technician	Construction	Photo document project daily
RK&K PM	Construction	Observe and monitor the Contractor's work to determine progress and quality
Lead Technician	Construction	Identify discrepancies during Contractor's performance of the work
RK&K PM	Construction	Inform the City in a timely manner of any omissions, defects, or deficiencies
Lead Technician	Construction	Verify Contractor's Quality Control activities
Lead Technician	Construction	Produce reports, verify quantity calculations, and perform field measurements for payment purposes. Document pay items in hard-copy Pay Record Books.
RK&K PM	Construction	Conduct monthly progress meetings
RK&K PM	Construction	Assist the City with being proactive in keeping the community aware of project status and
Lead Technician	Construction	Perform traffic control and worksite safety audits as necessary
Lead Technician	Construction	Observe and record all proof-rolling activities, undercut, retaining wall construction,
RK&K PM	Construction	Address any disputes in inspections or defective work
RK&K PM	Construction	Address or provide written recommendations for disputed items of work during the project until final acceptance by City of Hickory
RK&K PM	Construction	Recommend related inspection and testing services during construction necessary for
RK&K PM	Construction	Prepare and track necessary correspondence to the City (field order, work change
RK&K PM	Construction	Review and recommend acceptance of monthly progress/payment invoices from
RK&K PM	Construction	Conduct interim inspections as needed with stakeholders
RK&K PM	Construction	Erosion and Sediment Control/Permit Meetings
Lead Technician	Construction	Track Materials Received Reports in support of contract pay items; pay special attention to
Lead Technician	Construction	Conduct Wage Rate Interviews
RK&K PM	Construction	Submission of required documentation to City of Hickory to meet reimbursement
RK&K PM and Lead Technician	Project Close Out	Final walkthrough and punch list creation
RK&K PM	Project Close Out	Final NCDENR closeout inspection
Lead Technician	Project Close Out	Confirm all punch list items have been addressed
RK&K PM and Lead Technician	Project Close Out	Review final quantities and final invoice and hold quantity closeout and any required project warranty meeting
RK&K PM and Lead Technician	Project Close Out	Provide as-built plans for all items of construction
RK&K PM	Project Close Out	Recommend payment to City PM for final invoice from contractor
RK&K PM	Project Close Out	Claims review (if needed)
RK&K PM	Project Close Out	Provide final project report to City
RK&K PM	Project Close Out	Conduct FHWA records review

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES MANAGEMENT UNIT

Quantities of work
Indicated in the above
Estimate Sheets as indicated by
"Take Over Scope."

Construction Engineering and Inspection (CEI)
City of Hickory 17th St. Est. (H1-0004)
ENGINEERING AND INSPECTION TECHNICIANS

Subcontractor Name	Prime Contractor Overhead Applied - FIELD	Fielder Direct Labor
Subcontractor 1 Technicians	\$ 114,12%	\$ 132,443.72
Subcontractor 1 Overhead Applied - FIELD	\$ -	\$ 151,144.77
Subcontractor 2 Technicians	\$ -	\$ -
Subcontractor 2 Overhead Applied - FIELD	\$ -	\$ -
Subcontractor 3 Technicians	\$ -	\$ -
Subcontractor 3 Overhead Applied - FIELD	\$ -	\$ -
Subtotal	\$ -	\$ 283,588.49
Operating Margin (Fixed Fee Ratio) (Usualy 9%)	9.00%	25,322.96
Subtotal	\$ -	\$ 309,111.45
TOTAL PREMIUM LABOR - Prime Contractor	\$ -	\$ 627,165
TOTAL PREMIUM LABOR - Subcontractor 1	\$ -	\$ -
TOTAL PREMIUM LABOR - Subcontractor 2	\$ -	\$ -
TOTAL PREMIUM LABOR - Subcontractor 3	\$ -	\$ -
TOTAL DIRECT SALARY COST CEI TECHNICIANS	\$ -	\$ 315,133.10

PROJECT MANAGEMENT/CONTRACT ADMINISTRATION

Subcontractor Name	Prime Contractor Overhead Applied - FIELD	Direct Labor
Subcontractor 1 Technicians	\$ 148.59%	\$ 78,839.92
Subcontractor 1 Overhead	\$ -	\$ 117,913.79
Subcontractor 2 Technicians	\$ -	\$ -
Subcontractor 2 Overhead	\$ -	\$ -
Subcontractor 3 Technicians	\$ -	\$ -
Subcontractor 3 Overhead	\$ -	\$ -
Subtotal	\$ -	\$ 196,743.71
Operating Margin (Fixed Fee Ratio) (Usualy 9%)	9.00%	17,706.83
TOTAL DIRECT SALARY COST PM/CA	\$ -	\$ 214,450.54

Subcontractor Name	Prime Contractor Overhead Applied - FIELD	Prime PM/CA Fee Cost
Subcontractor 1 Technicians	\$ -	\$ -
Subcontractor 1 Overhead	\$ -	\$ -
Subcontractor 2 Technicians	\$ -	\$ -
Subcontractor 2 Overhead	\$ -	\$ -
Subcontractor 3 Technicians	\$ -	\$ -
Subcontractor 3 Overhead	\$ -	\$ -
Subtotal	\$ -	\$ -
TOTAL DIRECT SALARY COST	\$ -	\$ 17,706.83

APPENDIX D (continued)

Subcontractor Name	Prime Contractor Overhead Applied - FIELD	Direct Labor
Subcontractor 1 Technicians	\$ 0.000%	\$ -
Subcontractor 1 Overhead	\$ -	\$ -
Subcontractor 2 Technicians	\$ -	\$ -
Subcontractor 2 Overhead	\$ -	\$ -
Subcontractor 3 Technicians	\$ -	\$ -
Subcontractor 3 Overhead	\$ -	\$ -
Subtotal	\$ -	\$ -
TOTAL DIRECT SALARY COST	\$ -	\$ -

Subcontractor Name	Prime Contractor Overhead Applied - FIELD	Prime PM/CA Fee Cost
Subcontractor 1 Technicians	\$ -	\$ -
Subcontractor 1 Overhead	\$ -	\$ -
Subcontractor 2 Technicians	\$ -	\$ -
Subcontractor 2 Overhead	\$ -	\$ -
Subcontractor 3 Technicians	\$ -	\$ -
Subcontractor 3 Overhead	\$ -	\$ -
Subtotal	\$ -	\$ -
TOTAL DIRECT SALARY COST	\$ -	\$ -

Subcontractor Name	Prime Contractor Overhead Applied - FIELD	Direct Labor
Subcontractor 1 Technicians	\$ 176.13%	\$ 176.13
Subcontractor 1 Overhead	\$ -	\$ -
Subcontractor 2 Technicians	\$ -	\$ -
Subcontractor 2 Overhead	\$ -	\$ -
Subcontractor 3 Technicians	\$ -	\$ -
Subcontractor 3 Overhead	\$ -	\$ -
Subtotal	\$ -	\$ 176.13
TOTAL DIRECT SALARY COST CEI TECHNICIANS & PM/CA	\$ -	\$ 176.13
TOTAL DIRECT AND NON-DIRECT SALARY COST CEI TECH & PM/CA	\$ -	\$ 529,709.87
Contingency	\$ -	\$ -
TOTAL AGREEMENT AMOUNT	\$ -	\$ 628,814.67

Subcontractor Name	Prime Contractor Overhead Applied - FIELD	Prime PM/CA Fee Cost
Subcontractor 1 Technicians	\$ -	\$ -
Subcontractor 1 Overhead	\$ -	\$ -
Subcontractor 2 Technicians	\$ -	\$ -
Subcontractor 2 Overhead	\$ -	\$ -
Subcontractor 3 Technicians	\$ -	\$ -
Subcontractor 3 Overhead	\$ -	\$ -
Subtotal	\$ -	\$ -
TOTAL DIRECT SALARY COST	\$ -	\$ -

Subcontractor Name	Prime Contractor Overhead Applied - FIELD	Direct Labor
Subcontractor 1 Technicians	\$ 353.14%	\$ 539,709.87
Subcontractor 1 Overhead	\$ -	\$ -
Subcontractor 2 Technicians	\$ -	\$ -
Subcontractor 2 Overhead	\$ -	\$ -
Subcontractor 3 Technicians	\$ -	\$ -
Subcontractor 3 Overhead	\$ -	\$ -
Subtotal	\$ -	\$ 539,709.87
TOTAL DIRECT SALARY COST	\$ -	\$ 539,709.87

Subcontractor Name	Prime Contractor Overhead Applied - FIELD	Prime PM/CA Fee Cost
Subcontractor 1 Technicians	\$ -	\$ -
Subcontractor 1 Overhead	\$ -	\$ -
Subcontractor 2 Technicians	\$ -	\$ -
Subcontractor 2 Overhead	\$ -	\$ -
Subcontractor 3 Technicians	\$ -	\$ -
Subcontractor 3 Overhead	\$ -	\$ -
Subtotal	\$ -	\$ -
TOTAL DIRECT SALARY COST	\$ -	\$ -



City of Hickory

Contract Number: _____
Project Name: _____

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

CITY OF HICKORY,

A North Carolina Municipal Corporation

(SEAL)

Hank Guess, Mayor

Attest:

Debbie D. Miller, City Clerk

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

Melissa Miller, Finance Officer

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

~~Arnita M. Dula, Deputy City Attorney~~

TIMOTHY SWANSON



City of Hickory

Contract Number: _____
Project Name: _____

EXHIBIT B

INSERT EXHIBIT B BEHIND THIS PAGE

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



City of Hickory

Contract Number: _____
Project Name: _____

**CITY OF HICKORY
E-VERIFY EMPLOYER COMPLIANCE STATEMENT**

E-Verify for Public Contracts: HB 786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with the City of Hickory.

Employer affirms that if the answer to question B below is "yes" then after hiring an employee to work in the United States it shall verify the work authorization of said employee through E-Verify in accordance with North Carolina General Statute §64-26(a).

Employer acknowledges that a subcontractor that transacts business in the State of North Carolina and employs 25 or more employees in this State must comply with E-Verify.

Employer will ensure that any subcontractor subsequently hired by Contractor will comply with E-Verify.

Below check with the type of employer and complete the information.

A) Employer with less than 25 employees, not required to use E-verify: _____

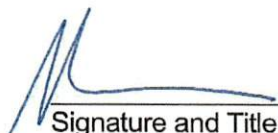
Company Name Signature and Title Date

OR:

B) Employer with 25 or more employees required by NCS.L.213-418 to use E-verify:

Yes, we comply: _____

Rummel, Klepper & Kahl, LLP
Company Name

 /Partner
Signature and Title

07/01/2024
Date

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Matt Hutchinson, Fire Chief
Contact Person: Matt Hutchinson
Date: July 25, 2024
Re: Public Fireworks Display

REQUEST

To obtain approval to issue a pyrotechnic display permit to Contracted Pyrotechnics for fireworks displays at the Lenoir-Rhyne University during the 2024 football season for the below listed dates.

BACKGROUND

Justin Hay, Deputy Athletic Director for External Relations at Lenoir-Rhyne University, has submitted a request to obtain permission to conduct public fireworks displays on the following dates:

Saturday, September 7, 2024
Saturday, September 14, 2024
Saturday, September 28, 2024
Saturday, October 12, 2024
Saturday, October 26, 2024
Saturday, November 2, 2024
Saturday, November 16, 2024

There are no rain dates requested.

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

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Maria Helena

Initiating Department Head

7-25-24

Date

Rodney Miller

Asst. City Manager Rodney Miller

7/30/24

Date

Rail Beasley

Asst. City Manager, R. Beasley

7/30/24

Date

Kari Dunlap

Finance Officer, Kari Dunlap

7/31/24

Date

C. McHargue

Asst. Finance Officer, C. McHargue

7-31-24

Date

Yandrea Acorn

7/30/24

Date

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

W. Wood

City Manager, W. Wood

8/1/24

Date

Date: July 22, 2024

To: Hickory City Council

This letter is to grant permission to Contracted Pyrotechnics for multiple fireworks displays at Lenoir-Rhyne's Moretz Stadium during the 2024 football season. The pyro used by Contracted Pyrotechnics for this event would be minor, short shots through the game, off of the videoboard. We have signed a contract with Contracted Pyrotechnics. Let me know if you need anything else from us and we appreciate your assistance!

A handwritten signature in black ink that reads "Justin Hay". The signature is written in a cursive style with a large, sweeping flourish at the end of the word "Hay".

Justin Hay

Deputy Athletic Director for External Relations

14

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Karen Dickerson, Infrastructure Grants Manager

Contact Person: Karen Dickerson, Infrastructure Grants Manager

Date: July 24, 2024

Re: Great Trail State Grant Program Application

REQUEST

Staff requests the Council's approval to apply for the Great Trail State Program Grant funded by the State of North Carolina.

BACKGROUND

Staff wishes to apply for the Great Trail State Program Grant funded by the State of North Carolina. For fiscal year 2025, the state of NC allocated \$25 million for trail development throughout the state, including new trail development and the extension of existing trails anywhere in the state. This includes paved trails or greenways, natural surface trails, biking trails, equestrian trails, and any other type of trail recognized by the Department of Natural and Cultural Resources.

ANALYSIS

City staff wish to apply for this \$500,000 grant to reconstruct the elevated boardwalk at Glenn C. Hilton, Jr. Memorial Park. The grant, coupled with a 2:1 local match (\$250,000) for a total of \$750,000, will partially fund the reconstruction of approximately 2,200 feet (0.42 miles) of elevated boardwalk through a tree-shaded wetland area adjacent to the park.

The proposed reconstruction project is a significant enhancement to our community's trail infrastructure and a critical step in ensuring equitable access to natural spaces for all residents, including those with disabilities. The reconstruction will traverse a known wetland and floodplain, areas that present unique environments and opportunities to explore nature. Enhancing the City's trail network with an updated elevated boardwalk will offer a safe, accessible, and enjoyable natural setting for residents and visitors alike. The benefits of an elevated boardwalk in a natural environment are immense, particularly for individuals with disabilities. The reconstructed stable surface of the boardwalk will allow easy movement through a beautiful, wooded area, offering an immersive nature experience that might otherwise be inaccessible. This project aligns with the broader City goals of inclusivity and accessibility, ensuring that everyone, regardless of physical ability, can enjoy the serenity and beauty of our natural landscapes.

City Staff are working with the engineering firm McGill and Associates on improvements to designs and cost determinations. The application for this grant is due on September 3, 2024. This project has been deemed necessary for the overall benefit of Glenn C. Hilton, Jr. Memorial Park and the overall trail system for the city of Hickory.

RECOMMENDATION

Staff recommends that the Council approve the City's application for the Great Trail State Grant Program in the amount of \$500,000 with a 2:1 local match of \$250,000 for a grand total of \$750,000.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

KAD
Initiating Department Head

7-24-2024
Date

Deputy City Attorney, A. Dula

Date

[Signature]
Asst. City Manager Rodney Miller

7/30/24
Date

[Signature]
Asst. City Manager, R. Beasley

7/30/24
Date

[Signature]
Finance Officer, Melissa Miller

7/31/24
Date

[Signature]
Deputy Finance Officer,
Cameron McHargue

7-31-24
Date

[Signature]
Asst. City Manager Yaidee Fox

7/30/24
Date

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

W. Wood
City Manager, W. Wood

8/1/24
Date

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Yaidee Fox, Assistant City Manager

Contact Person: Yaidee Fox

Date: July 31, 2024

Re: Approval of Ordinance to Amend the Parking Enforcement Provisions of the City of Hickory Code of Ordinances.

REQUEST

Staff requests approval of amending the parking enforcement provisions of the City of Hickory Code of Ordinances

BACKGROUND

City Council has determined that it is necessary to amend the following parking enforcement provisions of the City of Hickory Code of Ordinances to better serve the community's needs and enhance public safety.

ANALYSIS

The City of Hickory shall amend Section 11-47 and Section 18 of the Hickory Code of Ordinances. This introduces new provisions for parking enforcement related to fire lanes and general enforcement procedures. The changes are intended to ensure more effective enforcement and compliance with parking regulations. The Ordinance shall become effective upon adoption.

RECOMMENDATION

Staff recommends Council approval to amend the parking enforcement provisions of the City of Hickory Code of Ordinances.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

[Signature] 8/1/24
Initiating Department Head Date

[Signature] 8/1/24
Asst. City Manager, Rodney Miller Date

[Signature] 8/1/24
Finance Officer, Kari Dunlap Date

[Signature] 8/1/24
Asst. City Manager, Yaidee Fox Date

Asst. City Manager, R. Beasley Date

[Signature] 8-1-24
Deputy Finance Officer, Cameron McHargue Date

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

[Signature]
City Manager, W. Wood

8.01.24
Date

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF HICKORY
AMENDING THE PARKING ENFORCEMENT PROVISIONS OF THE CITY OF
HICKORY CODE OF ORDINANCES**

WHEREAS, City Council has determined that it is necessary and will serve the public interest to amend the following parking enforcement provisions of the City of Hickory Code of Ordinances.

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

1. Section 11-47(d) of the Hickory Code of Ordinances shall be amended and Section 11-47(e) shall be added to the Hickory Code of Ordinances to read as follows:

Sec. 11-47. - Fire lanes.

(d) Any person who shall park in a fire lane shall be subject to a civil penalty issued either by the office of the fire marshal or by the police department in accordance to the fee schedule as is set from time to time by the city council. Each violation and any delinquent penalty are not subject to the penalty provisions of N.C.G.S., sec. 14-4, but instead constitute civil penalties to be recovered by the city in a civil action in the nature of a debt when the violator does not pay the penalty within the prescribed period of time, pursuant to N.C.G.S., sec. 160A-175(c). With respect to any parking violation under any provision of this article, the registered owner of a vehicle that is found to be in violation shall be prima facie responsible for such violation and subject to the penalty therefor.

(e) Notwithstanding subsection (d) of this section, the registered owner of a leased or rented vehicle shall not be prima facie responsible for a violation if, within 30 days of actual notification of the issuance of a civil penalty, the owner provides sworn evidence that the vehicle was, at the time of the violation, leased or rented to another person, along with the name and address of the person who leased or rented the vehicle, in which case the person who leased or rented the vehicle shall be prima facie responsible for the violation. Furthermore, if notification was first given to the owner of a vehicle that was, at the time of the violation, leased or rented to another person, after 90 days have elapsed from the date of the violation, the owner is not required to provide the name and address of the lessee or renter, and the owner shall not be held responsible for the violation.

2. Section 18-121 of the Hickory Code of Ordinances shall be amended to read as follows:

Sec. 18-121. - Violations.

(a) Any person violating any provision of this article shall be subject to a civil penalty in accordance to the fee schedule as is set from time to time by the city council. Each violation and any delinquent penalty are not subject to the penalty provisions of N.C.G.S., sec. 14-4, but instead constitute civil penalties to be recovered by the city in a civil action in the nature of a debt when the violator does not pay the penalty within the prescribed period of time, pursuant to N.C.G.S., sec. 160A-175(c). With respect to any parking violation under any provision of this article, the registered owner of a vehicle that is found to be in violation shall be prima facie responsible for such violation and subject to the penalty therefor.

(b) Notwithstanding subsection (a) of this section, the registered owner of a leased or rented vehicle shall not be prima facie responsible for a violation if, within 30 days of actual notification of the issuance of a civil penalty, the owner provides sworn evidence that the vehicle was, at the time of the violation, leased or rented to another person, along with the name and address of the person who leased or rented the vehicle, in which case the person who leased or rented the vehicle shall be prima facie responsible for the violation. Furthermore, if notification was first given to the owner of a vehicle that was, at the time of the violation, leased or rented to another person, after 90 days have elapsed from the date of the violation, the owner is not required to provide the name and address of the lessee or renter, and the owner shall not be held responsible for the violation.

3. Section 18-122 of the Hickory Code of Ordinances shall be amended to read as follows:

Sec. 18-122. - Enforcement, generally; payment to satisfy violation.

Each police employee charged with the duty of enforcing this article shall note any vehicle which is over-parked, the vehicle tag number, the specific violations charged and the time during which such vehicle is parking in violation of this article. He shall attach to the vehicle a notice to the owner thereof that such vehicle has been parked in violation of a provision of this article and instructions to such owner when and where to report with reference to such violation. Each owner or operator may, within 48 hours of the time when such notice was attached to such vehicle, pay to the properly designated official as a civil penalty for and in full satisfaction of such violation. If the penalty is not paid within 48 hours after the time such notice was attached to such vehicle, the penalty for the violation shall be enforced as provided in section 18-121. Nothing in this section shall apply to provisions of Article VII of this chapter, Parking for Handicapped Persons.

4. Section 18-212(e) of the Hickory Code of Ordinances shall be deleted.
5. Section 18-213 of the Hickory Code of Ordinances shall be amended to read as follows:

Sec. 18-213. - Special parking places restricted to handicapped.

Whenever on any street or in any public parking lot within the city the area has been set aside and marked by appropriate signs and markings that it is restricted for the use of handicapped, such space shall be occupied only by a vehicle displaying the distinguishing license plate, placard, or other evidence of handicap or visual impairment, as referred to in this article.

6. Section 18-214 of the Hickory Code of Ordinances shall be amended to read as follows:

Sec. 18-214. - Privileges extended to non-handicapped operator.

The privileges of parking beyond restricted periods of time and of parking in a handicapped person's space shall be extended to a non-handicapped person who is operating a vehicle for the purpose of providing transportation for a handicapped person, as well as handicapped persons operating such motor vehicle.

7. Section 18-215 of the Hickory Code of Ordinances shall be amended to read as follows:

Sec. 18-215. - Penalty for violation.

(a) This article is enforceable in all public vehicular areas as provided for in G.S. 20-37.6(f)(1)-(4). Any person violating any provision of this article shall be subject to a civil penalty in accordance to the fee schedule as is set from time to time by the city council. Each violation and any delinquent penalty are not subject to the penalty provisions of N.C.G.S., sec. 14-4, but instead constitute civil penalties to be recovered by the city in a civil action in the nature of a debt when the violator does not pay the penalty within the prescribed period of time, pursuant to N.C.G.S., sec. 160A-175(c). With respect to any parking violation under any provision of this article, the registered owner of a vehicle that is found to be in violation shall be prima facie responsible for such violation and subject to the penalty therefor.

(b) Notwithstanding subsection (a) of this section, the registered owner of a leased or rented vehicle shall not be prima facie responsible for a violation if, within 30 days of actual notification of the issuance of a civil penalty, the owner provides sworn evidence that the vehicle was, at the time of the violation, leased or rented to another person, along with the name and address of the person who leased or rented the vehicle, in which case the person who leased or rented the vehicle shall be prima facie responsible for the violation. Furthermore, if notification was first given to the owner of a vehicle that was, at the time of the violation, leased or

rented to another person, after 90 days have elapsed from the date of the violation, the owner is not required to provide the name and address of the lessee or renter, and the owner shall not be held responsible for the violation.

8. This Ordinance shall become effective upon adoption.

ORDAINED BY City Council for Hickory, North Carolina, this ____ day of _____, 2024.

CITY OF HICKORY,
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: _____
Hank Guess, Mayor

Debbie Miller, City Clerk

BUDGET REVISION # 2

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, 2025 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the General Fund within the FY 2024-25 Budget Ordinance, the expenditures shall be amended as follows:			
	FUNCTIONAL AREA	INCREASE	DECREASE
	Contingency		9,931
	Culture & Recreation	171,226	
	Other Financing Uses	213,123	
	Public Safety	27,195	
	General Government		125,363
	TOTAL	411,544	135,294
To provide funding for the above, the General Fund revenues will be amended as follows:			
	FUNCTIONAL AREA	INCREASE	DECREASE
	Miscellaneous	27,495	
	Other Financing Sources	172,005	
	Restricted Intergovernmental	76,750	
	TOTAL	276,250	-

SECTION 2. To amend the Trivium Corporate Center (#B1B01) Capital Project Ordinance, the expenditures shall be amended as follows:			
	FUNCTIONAL AREA	INCREASE	DECREASE
	General Capital Projects	87,760	
	TOTAL	87,760	-
To provide funding for the above, the Trivium Corporate Center (#B1B01) revenues will be amended as follows:			
	FUNCTIONAL AREA	INCREASE	DECREASE
	Other Financing Sources	87,760	
	TOTAL	87,760	-

SECTION 3. To establish the 17th Street Northwest Extension (#54618) Capital Project, the expenditures shall be amended as follows:			
	FUNCTIONAL AREA	INCREASE	DECREASE
	General Capital Projects	626,815	
	TOTAL	626,815	-
To provide funding for the above, the 17th Street Northwest Extension (#54618) revenues will be amended as follows:			
	FUNCTIONAL AREA	INCREASE	DECREASE
	Restricted Intergovernmental	501,452	
	Other Financing Sources	125,363	
	TOTAL	626,815	-

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

Adopted this ____ day of _____, 2024

Mayor

Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Office of Business Development – Planning and Development

Contact Person: Cal Overby, Planning Manager

Date: July 25, 2024

Re: Consideration of Text Amendment 24-01

REQUEST

Conduct a public hearing to consider Petition 24-01.

BACKGROUND

The City's Land Development Code serves as the City's regulatory document dealing with development activities within its jurisdiction. The document is intended to change from time to time to reflect changes in development concepts and present day trends. Annually, staff reviews the document to identify updates of modification needed to comply with relevant statutes and conform to new development trends.

ANALYSIS

The proposed amendments are intended to meet two goals. First, to modify sections that didn't work as intended. Secondly, bringing forward amendments needed to provide greater flexibility in dealing with current development trends.

The current amendments in their entirety are outlined within the accompanying staff report.

RECOMMENDATION

Staff conducted a review of the Hickory Land Development Code, and has found the proposed amendments necessary to continue the document's purpose as an implementation tool for the Hickory By Choice 2030 Comprehensive Plan.

The Hickory Regional Planning Commission conducted a public hearing on July 24, 2024, to consider the proposed amendments. During the public hearing, no one spoke in favor or opposition of the proposed amendments.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the amendments consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously (8-0) to recommend approval of the amendments. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

CITIZEN INPUT

As of July 25, 2023, staff has not any inquiries regarding this petition.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier 7/25/2024
Initiating Department Head Date

Deputy City Attorney, A. Dula _____
Date

R. Miller 7/31/24
Asst. City Manager Date

R. Beasley 7/30/24
Asst. City Manager Date

M. Miller 7/31/24
Finance Officer Date

Cameron McHargue 7-31-24
Deputy Finance Officer, Date

Yadée Fox 7/30/24
Asst. City Manager Date

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

Warren Wood
City Manager, Warren Wood

8/1/24
Date



To: Hickory City Council

From: Office of Business Development, Planning and Development Division

Re: 2024 Land Development Code Update - Text Amendments (TA) 24-01

Annually, Planning and Development staff conducts a review of the City's Land Development Code to identify modifications needed or required to maintain the document's legality and effectiveness. The following are the recommended revisions.

Article 2 – Development Review Procedures

Section 2.1.7, 2.18 – Revised text to make a blanket reference as hearings, rather than public hearings, as not all hearings are the same.

Section 2.1.13 – Notice matrix revised to accurately reflect what notices and types of hearings are required for each type of planning action. (NCGS 160D 406(b)).

Section 2.1.17 – Revised to delete development agreements. Development agreements are project specific and can be determined by the Hickory City Council.

Section 2.4.5 – Revised approval criteria for Special Use Permits. Revisions were made to delete requirements. As outlined in the 4th Edition of Land Use Law in North Carolina by David Owens (PG 274), in the case of *Kenan V. Board of Adjustment*, the NC Court of Appeals approved the use of four general criteria in ruling upon special use permits.

Section 2.4.8 – Revised to indicate applicant should consent to any conditions while under oath at the hearing.

Various sections were revised to change public hearing to hearing, as the NC General Statutes refer to hearings rather than public hearings.

Article – 3 Base Zoning Districts

Section 3.1.2 – Reference to manufactured homes in R-4 was deleted, as new manufactured homes are not permitted within R-4 districts.

Section 3.5 – Revised to include language specific to the appearance of parking garages in the Central Business District (C-1), as well as specifically stating when off-street parking or loading is provided, these areas shall comply to all city design standards. Existing section basically requires any surface parking to be enclosed by a wall or similar feature.

Article 4 – Overlay and Special Purpose Districts

Section 4.2.5 – Revised to indicate parking may be reduced but not mandatorily required to do so. Revisions also including verbiage parking reductions are only applicable to non-residential development.

Article 6 – Use Regulations

Section 6.1 – Use Table was revised as follows:

- Family Care Homes within NC, CC-1 and CC-2 districts was changed from special use to permitted use.
- Nursing and Convalescent Homes were removed as special uses in R-1, R-2, R-3, R-4 and NC districts.
- Industrial Service and Manufacturing and Production were removed as special uses in CC-1 and C-1 districts.
- Public Facilities were changed from special use to permitted use in R-1, R-2, R-3, R-4 and NC districts.
- Schools were changed from special use to permitted use in residential districts. Additional site design standards were also added.
- Open storage as principal was changed from special use to permitted use in Industrial districts.

Section 6.2.17 – Reference to thoroughfare plan was removed, as street classifications are not always indicated within a thoroughfare plan. If absent a classification can be determined by an appropriate engineering professional.

Section 6.2.18 – Revised to state open storage with industrial parks does not require screening, unless visible from outside the park.

Section 6.2.20 – Require schools be sited where access is gained from a collector or arterial street.

Section 6.2.21 – Revised to permit temporary sales on lots where the business is not located.

Section 6.2.24 – Clarified language concerning telecommunication tower fall zone reports and property line setbacks.

Section 6.2.30 – Addition of section establishing site and operational design standards for recreational vehicle parks.

6.3.4 – Revised to state open storage within industrial parks does not require screening, unless visible from outside the park.

6.4.7 – Revised to modify standards regarding the location and operation of food trucks.

Article 7 – Intensity, Dimensional and Design Standards

Section 7.1 – Revised to reduce minimum front (street) building setback for accessory buildings in residential districts to be the same as those for homes.

Section 7.1 – Revised note [3] to clarify accessory structures of a certain size must meet different building setbacks.

Section 7.3 – Addition of footnote [8]. Said footnote to explain attached residences and attached commercial buildings do not individually have specific dimensional requirements. The overall development would be required to comply with such standards.

Article 8 – Subdivision Standards

Section 8.5.2 – Deleted limits on street block lengths.

Section 8.7 – Revised to clarify lots created by major subdivisions that front on existing streets shall be required to have sidewalks along the frontages of the lots.

Article 9 – Standards of General Applicability

Section 9.2.2 – Revise required parking requirements for specific residential uses.

Section 9.2.9– Deleted parking lots layout diagram. Diagram will be updated and added to the Hickory Engineering Manual of Practice.

Section 9.10.1 – Deleted section as it is already found in the city’s general code of ordinances.

Section 9.13.5 – Added uses to the land use group table that is used in determining required screening.

Article 10 – Signs

Section 10.6 – Added section regulating the location, type and approval process for murals placed on buildings.

Article 12 - Nonconformities

Section 12.2.5 – Revised to provide the opportunity for manufactured homes to be replaced with new unit in districts where manufactured home unit are no longer permitted.

Section 12.6.2 – Revised to require landscaping and other improvements when a non-conforming use is changed to a different use.

Article 14 – Definitions

Section 14.1 Revised to add several definitions for terms used that weren’t previously defined.

The actual verbiage of the above outlined amendments can be found in Exhibit A, which accompanies this report.

Findings and Recommendation

Staff finds Text Amendment 24-01 to be consistent with the Hickory by Choice 2030 Comprehensive Plan, and recommends the following:

1. The Hickory Regional Planning Commission conducted a public hearing on July 24, 2024, to consider the petition. During the public hearing, no one spoke in favor or opposition to the proposed rezoning.
2. Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition’s consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted (8-0) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

Citizen Input: As of July 25, 2024, staff has not received any inquiries regarding this petition.

EXHIBIT A

2.1.3 Form of Application

Applications required under this Land Development Code must be submitted in a form and in such numbers as noted on the application as required by the official responsible for accepting the application. Application forms and checklists of required submittal information are available from the official responsible for accepting the application.

2.1.4 Application Filing Fees (TA 18-01)

Applications must be accompanied by the required fee amount as established by the City of Hickory Annual Fee Schedule available from the Planning Department. Fees are not required with applications initiated by a city department or by review of decision-making bodies. Unless otherwise expressly stated in this Land Development Code, application fees are nonrefundable.

2.1.5 Application Completeness

An application will be considered complete if it is submitted in the required number and form, includes all requested information and is accompanied by the applicable fee. A determination of application completeness shall be made within 10 days of application filing. If an application is determined to be incomplete, the official responsible for accepting the application shall provide written notice to the applicant along with an explanation of the application's deficiencies. No further processing of the application shall occur until the deficiencies are corrected.

2.1.6 Application Deadlines

Each year, staff shall prepare a calendar of application deadlines. Applications shall be submitted prior to the deadline and determined to be complete within the prescribed period. Any application submitted after the deadline or found to be incomplete within the prescribed time frame shall be held until the next deadline.

2.1.7 Notices (TA 14-01)

Content. Notices required under subsections (1) and (3) below shall: (1) indicate the date, time and place of the public hearing or date of action that is the subject of the notice; (2) describe the property involved in the application by street address, by Property Identification Number (PIN) or by legal description; (3) describe the nature, scope and purpose of the application or proposal; and (4) indicate where additional information on the matter can be obtained.

Types.

- (1) **Newspaper Notice (N) (TA 23-02).** When the provisions of this Land Development Code require that "Newspaper Notice" be provided, the official responsible for accepting the application shall ensure that notice is published as required by NCGS 160D. Prior to final action on the application, the official responsible for accepting the application shall certify that notices have been published.
- (2) **Posted Notice (P) (TA 18-01) (TA 21-01) (TA23-02).** When the provisions of this Land Development Code require that "Posted Notice" be provided, the official responsible for accepting the application shall post notice on the subject property. Such posted notice shall be in the form of official signs provided by the Planning Department and be done in a manner that makes the notice clearly visible to neighboring residents and passers-by from each public street bordering the subject property. The official responsible for accepting the application shall post this notice as required by NCGS 160D.

words ““Zoning Decision”” or ““Subdivision Decision”” or similar language for other determinations in letters at least 6 inches high and shall identify the means to contact a City of Hickory local government staff member for information about the determination. Posting of signs is not the only form of constructive notice. Any such posting shall be the responsibility of the landowner, applicant, or person who sought the determination. Verification of the posting shall be provided to the staff member responsible for the determination. Absent an ordinance provision to the contrary, posting of signs under this subsection shall not be required.

2.1.8 Continuation of Public Hearings.

Whenever the provisions of this Land Development Code require that a review or decision-making body take action on an application, the review or decision-making body shall be authorized to postpone action on the matter until a later date. A public hearing for which proper notice was given may be continued to a later date without again complying with the notice requirements of this Land Development Code, provided that the continuance is set for a date and time certain which is announced in open session during the originally noticed meeting. If a public hearing is tabled or deferred for an indefinite period of time or postponed more than 6 months from the date of the originally scheduled public hearing, new public notice shall be required prior to the rescheduled public hearing. The cost of such re-notification shall be borne by the party requesting the postponement.

2.1.9 Action by Decision-Making Bodies.

Unless otherwise expressly stated in this Land Development Code, decision-making bodies may take any action on an application that is consistent with any notice given, including, but not limited to, approving such application, approving the application with modifications or conditions or denying the application. The decision-making body may impose conditions on the application or allow amendments to the pending application if the effect of the conditions or amendments is to allow a less intensive use or zoning district than indicated in the application or to reduce the impact of the development or to reduce the amount of land area included in the application. Decision-making bodies may not approve of a greater density of development; a more intensive use or a more intensive zoning district than was indicated in any required notice.

2.1.10 Burden of Proof or Persuasion.

In all cases, the applicant shall have the burden of establishing that an application complies with applicable review or approval criteria of this Land Development Code.

2.1.11 Conditions of Approval. (TA 21-01)

In approving development applications for Special Use Permits, decision-making bodies shall be authorized to impose such conditions upon the premises benefited by the approval as outlined within Chapter 2. In approving development applications for conditional zoning districts or planned developments, conditions shall be imposed only in accordance with Sec. 2.2.8 and Sec. 5.1. the decision making body has the authority enter into mutually agreed upon conditions. The applicants / landowners must consent in writing to such conditions.

2.1.12 Inaction by Review/Decision-Making Bodies.

When a review or decision-making body fails to take action on an application within any time frame that is specified in this chapter or by statute, such inaction shall be interpreted as a recommendation of approval without conditions or approval of the application without conditions, respectively. Time frames for action may be extended if the applicant consents to the extension. When a review body fails to take action on an application within the time required, the decision-making body shall

be free to proceed with its own action on the matter without further awaiting the recommendation of the review body.

2.1.13 Summary of Procedures. (TA 14-01) (TA18-01) (TA 23-02)

The following table provides a summary of the procedures in this chapter. In the event of conflict between this summary table and the detailed procedures in this chapter, the detailed procedures shall govern.

Procedure	Decision-Making Authority [1]						Notice [2][4]
	Staff	PD	HRPC	BOA	HPC	City Council	
Text Amendments	R	-	R	-----	-	<DM>	N
Zoning Map Amendments	R	-	R	-----	-	<DM>	N, P, M
Subdivision Plats							
Minor Subdivision							
Preapp. Conf./Sketch Plan	R	-	-	-	-	-	-
Final Plat	R	DM	-	A	-	-	-
Major Subdivision							
Preapp. Conf./Sketch Plan	R	-	-	-	-	-	-
Preliminary Plat	R	DM	-	A	-	-	-
Final Plat	R	DM	-	A	-	-	-
Procedure	Staff	PD	HRPC	BOA	HPC	City Council	Notice
Special Uses	R	-	<DM> DM	-	-	-	P, M
Alternative Sign Plans	R	DM	-	-	-	-	-
Certificates of Appropriateness							
Minor	DM	-	-	A	-	-	-
Major	R	-	-	A	<DM> DM	-	P, M
Sign Permits/Common Sign Plan	DM [3]	-	-	-	-	-	-
Zoning Compliance Permits	DM [3]	-	-	-	-	-	-
Zoning Compliance Certificates	DM [3]	-	-	-	-	-	-
Variances	R	-	-	<DM> DM	-	-	P, M
Appeals of Admin. Decisions	-	-	-	<DM> DM	-	-	P, M

Notes: PD = Planning Director • HRPC = Planning Commission • BOA = Board of Adjustment • HPC = Historic Preservation Commission • <> = Public Hearing Required (TA 18-01)

When no local appellate body is specified, appeals are taken to the Superior Court.

[1] R = Review Body (Responsible for Review and Recommendation); DM = Decision-Making Body (Responsible for Final Decision to Approve or Deny); A = Authority to hear and decide appeals of Decision-Making Body's action.

[2] Notices required for public hearings: N = Newspaper (published); P = Posted (signs); M = Mailed (See Sec. 2.1.7)

[3] Appeals processed as "Appeals of Administrative Decisions."

[4] Notices are only required for hearings held by elected or appointed bodies who have final decision making authority. Decisions by administrative staff do not require such notices.

2.1.16 Quasi-Judicial Procedure Generally. (TA 21-01)

- A. **Process Required.** Boards shall follow quasi-judicial procedures in determining appeals of administrative decisions, special use permits, certificates of appropriateness, variances, or any other quasi-judicial decision. All quasi-judicial proceedings shall comply with NCGS 160D-406, this ordinance, and any applicable rules of procedure of the decision-making board.
- B. **Notice of Hearing.** Notice of a quasi-judicial hearing shall be provided in accordance with Sec. **2.1.7-2.1.13.**
- C. **Continuing a Hearing; Quorum of the Board.** The board may continue a quasi-judicial hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.
- D. **Administrative Materials.** The administrator or staff to the decision-making board shall transmit to the board all applications, reports, and written materials relevant to the matter being considered. The administrative materials may be distributed to the members of the board prior to the hearing if at the same time they are distributed to the board a copy is also provided to the appellant or applicant and to the landowner if that person is not the appellant or applicant. The administrative materials shall become a part of the hearing record. The administrative materials may be provided in written or electronic form. Objections to inclusion or exclusion of administrative materials may be made before or during the hearing. Rulings on unresolved objections shall be made by the board at the hearing.
- E. **Presentation of Evidence.** The applicant, the City, and any person who would have standing to appeal the decision under NCGS 160D-1402(c) shall have the right to participate as a party at the evidentiary hearing. Other witnesses may present competent, material, and substantial evidence that is not repetitive as allowed by the decision-making board.
- F. **Objections.** Objections regarding jurisdictional and evidentiary issues, including, but not limited to, the timeliness of an appeal or the standing of a party, may be made to the board. The board chair shall rule on any objections, and the chair's rulings may be appealed to the full board. These rulings are also subject to judicial review pursuant to NCGS 160D-1402. Objections based on jurisdictional issues may be raised for the first time on judicial review.
- G. **Appearance of Official; New Issues.** The official who made the decision or the person currently occupying that position, if the decision maker is no longer employed by the City, shall be present at the evidentiary hearing as a witness. The appellant shall not be limited at the hearing to matters stated in a notice of appeal. If any party or the City would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the board shall continue the hearing.
- H. **Oaths.** The chair of the board or any member acting as chair and the clerk to the board are authorized to administer oaths to witnesses in any matter coming before the board. Any person who, while under oath during a proceeding before the board determining a quasi-judicial matter, willfully swears falsely is guilty of a Class 1 misdemeanor.
- I. **Subpoenas.** The chair of the board making a quasi-judicial decision or, in the chair's absence, anyone acting as chair may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, the applicant, the City, and any person with standing under NCGS 160D-1402(c) may make a written request to the chair explaining why it is necessary for certain witnesses

decision is effective or after a written copy thereof is given in accordance with G.S. 160D-406(j). When first-class mail is used to deliver notice, three days shall be added to the time to file the petition.

2.1.17 Duration of Development Approval. (TA 21-01)

Unless a different period is specified by this ordinance or a different period is provided by a quasi-judicial development approval, ~~or a development agreement~~, or a development approval issued pursuant to this ordinance shall expire one year after the date of issuance if the work authorized by the development approval has not been substantially commenced. Unless otherwise provided by this ordinance, a quasi-judicial development approval, ~~or a development agreement~~, if after commencement the work or activity is discontinued for a period of 12 months, the development approval shall immediately expire. The time periods set out in this section shall be tolled during the pendency of any appeal. No work or activity authorized by any development approval that has expired shall thereafter be performed until a new development approval has been secured. Nothing in this section shall be deemed to limit any vested rights secured pursuant to this ordinance or common law.

2.2 Land Development Code Text and Zoning Map Amendments

2.2.1 Amendments in general. (TA 21-01)

Amendments to the text of this ordinance or to the zoning map shall be made in accordance with the provisions of this section.

Conditional district zoning requests shall be made in accordance with the provisions of section 2.2.8. The review process for an amendment to the text of this ordinance or to the zoning map shall include:

- (1) Planning department staff review;
- (2) Planning Commission review and recommendation in accordance with Section 2.2.5; and
- (3) City Council review and action.

2.2.2 Initiation and Application Filing. (TA 21-01)

Any person or organization may petition the City Council to amend this ordinance, with the exception that only the property owner or authorized agent may petition for rezoning. The petition shall be filed with the Planning Director and shall include:

- (1) The name, address, and phone number of the applicant;
- (2) A scaled map of the land affected by the amendment if a change in zoning district classification is proposed; and
- (3) Description of the proposed map change or a summary of the specific objective of any proposed change in the text of this ordinance.

Petitions for amendments shall be submitted to the Planning Director by the established deadline for the Planning Commission meeting at which the petition will be reviewed.

2.2.3 Public Hearing Notice.

Notice shall be provided in accordance with Sec. ~~2.1.7~~ 2.1.13.

2.2.4 Staff Review/Report

The Planning Director shall review each proposed Land Development Code and Zoning Map amendment in light of the Review Criteria of Sec. 2.2.7 and, if deemed necessary, distribute the proposed amendment to other agencies and reviewers. Based on the results of those reviews, the

Planning Director shall provide a report on the proposed amendment to the Planning Commission and City Council.

2.2.5 Planning Commission's Review/Recommendation (TA 21-01)

The Planning Commission shall review each proposed Land Development Code and Zoning Map amendment in light of the Review Criteria of Sec. 2.2.7 and recommend that the City Council approve, approve with modifications or deny the proposed amendment. The Planning Commission shall make its recommendation to the City Council within no more than two consecutive meetings. If no written report is received from the Planning Commission within thirty days of referral of the amendment to that board, the City Council may proceed in its consideration of the amendment without the Planning Commission report. The City Council is not bound by the recommendations, if any, of the Planning Commission. The Planning Commission shall advise and comment on whether the proposed action is consistent with the city's adopted comprehensive plan and any other officially adopted plan that is applicable. The Planning Commission shall provide a written recommendation to the City Council that addresses plan consistency and other matters as deemed appropriate by the Planning Commission, but a comment by the Planning Commission that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the City Council. If a zoning map amendment qualifies as a "large-scale rezoning" under NCGS 160D-602(b), the Planning Commission statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the recommendation made.

2.2.6 City Council Hearing and Decision (TA 18-01) (TA 21-01)

After receiving the Planning Commission's recommendation or after having allowed the time required for the Planning Commission's consideration, the City Council shall hold at least one public hearing to review each proposed Land Development Code and Zoning Map amendment in light of the Review Criteria of Sec. 2.2.7. Following the public hearing (at the same or subsequent meeting), the City Council shall take action to approve, approve with modifications or deny the proposed amendment.

When adopting or rejecting any zoning text or map amendment, City Council shall approve a brief statement describing whether its action is consistent or inconsistent with the city's adopted comprehensive plan. The requirement for a plan consistency statement may also be met by a clear indication in the meeting minutes that at the time of action on the amendment city council was aware of and considered the Planning Commission's recommendations and any relevant portions of the adopted comprehensive plan. If the amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment shall have the effect of also amending any future land use map in the adopted plan, and no additional requests or application for plan amendment shall be required. A plan amendment and zoning amendment may be considered concurrently. The plan consistency statement is not subject to judicial review. If a zoning map amendment qualifies as a "large-scale rezoning" under NCGS 160D-602(b), the City Council statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the actions taken.

When adopting or rejecting any petition for a zoning map amendment, a brief statement explaining the reasonableness of the proposed rezoning shall be approved by City Council. The statement of reasonableness may consider, among other factors: (1) the size, physical conditions, and other attributes of any area proposed to be rezoned; (2) the benefits and detriments to the landowners, neighbors, and the surrounding community; (3) the relationship between the current actual and permissible development and the development permissible under the proposed amendment; (4) why the action taken is in the public interest; and (5) any changed conditions warranting the

officials shall review the Sketch Plan. Following their review, the reviewing officials shall confer with the applicant to discuss any matters that will assist the applicant in preparing a Preliminary Plat. ~~No review fee shall be required for Pre-application Conferences or Sketch Plans.~~

Preliminary Plats (TA 21-01)

- (1) **Application.** A complete application for Preliminary Plat approval shall be submitted to the Planning Director on forms available in the Planning Department.
- (2) **Notice.** Each application for Preliminary Plat approval shall contain the name and address of the person who is to receive all notices pertaining to the application.
- (3) **Staff Review.** Subdivision plans shall go through plan review, which consist of review by all relevant city departments and required external entities. Completion of the review shall be deemed as preliminary plat approval.
- (4) **Relevant Intergovernmental Coordination.**
 - a. The Planning Director may provide copies of all applications for Major Subdivision preliminary plat approval to the Superintendent of the public school system for which the subject property is located for their review and comment.
 - b. The Planning Director shall give the District Highway Engineer the opportunity to make recommendations concerning proposed State streets, State highways, and related drainage systems.
 - c. The Planning Director shall give the County Health Director or local public utility, as appropriate, the opportunity to make recommendations as to proposed water or sewerage systems.
- (5) **Notice of Decision.** Within 10 days after a Preliminary Plat decision is made, copies of the decision shall be sent to the applicant and filed in the office of the Planning Director
- (6) **Effect of Approval.** Approval of the Preliminary Plat shall constitute approval of the submitted construction drawings for all required infrastructure and improvements.
- (7) **Land Development Permit.** After approval of the Preliminary Plat and prior to submittal of the Final Plat, the subdivider shall work directly with the City Engineer so any and all inspections are conducted during the installation of any required improvements and infrastructure.

Final Plats

- (1) **Improvements or Financial Guarantees.** Prior to approval of a Final Plat, the subdivider shall install all required improvements or post a financial guarantee of performance, in accordance with this Land Development Code.
- (2) **Applicant Notice.** Each application for Final Plat approval shall contain the name and address of the person who is to receive all notices pertaining to the application.
- (3) **Planning Director's Review/Action.** The Planning Director shall review the Final Plat to determine if it complies with the approved Preliminary Plat, the standards of Chapter 8 and all other applicable requirements of this Land Development Code. Final Plats shall be approved only when the Planning Director determines that all of the following criteria have been met:
 - (a) The Final Plat conforms substantially to the approved Preliminary Plat and conforms to all other standards and requirements lawfully established under this Land Development Code;
 - (b) All required improvements shall be completed by the applicant or his agents and inspected and approved by appropriate public officials or agencies or a financial

Terms and Conditions of Acceptance

The acceptance of any lands and facilities through resolution of the City Council shall be subject to the following terms and conditions:

- (1) The subdivider shall guarantee all materials and workmanship for a period of 18 months from the date of official acceptance by the City Council;
- (2) The acceptance by the City Council shall not be interpreted in any way to relieve any developer, contractor, subcontractor, insurance company, owner, or other person of his individual or several obligations under any ordinance, policy, or contract or to otherwise reduce or eliminate the rights of the city, its agents and employees against any other party connected with or in any way related to the development of the subdivision and facilities. The acceptance shall not be interpreted as a waiver of any defense or immunities that the city, its agencies or employees may assert or be entitled to;
- (3) All rights, privileges and warranties of whatsoever nature and kind, for equipment, supplies, materials, goods, and services shall be assigned to the city and any and all benefits derived there from shall inure to the city, its agents, and employees. The acceptance of the lands and facilities shall be conditioned upon the owners covenanting and warranting that they are lawfully seized and possessed of all the lands and facilities dedicated to the public; that they have good and lawful authority to dedicate the same to the public for the stated purpose; that the lands and facilities are free and clear of any deed of trust, mortgage, lien or assessments and that the dedicators for their heirs, successors, executors, administrators, and assigns, covenant that they will warrant and defend the dedication of such land and facilities against any and all claims and demands whatsoever;
- (4) Acceptance of dedication of lands and facilities shall not obligate the city to construct, install, maintain, repair, replace, extend, improve, build or operate any public facilities or utilities which are not in existence as of the date of the acceptance of the lands and facilities. Such acceptance shall not obligate the city to construct any main, line, pipe, lateral, or other extension or permit connection to the city's water, sanitary sewer, storm sewer, drainage or other public utilities systems.

2.4 Special Uses

Special uses are those uses that require, because of their inherent nature, intensity, and external effects, special care in the control of their location, site design and methods of operation.

2.4.1 Application Filing

Special Use applications shall be submitted to the Planning Director on forms available in the Planning Department. Incomplete applications shall not be fully evaluated until all necessary items outlined on the application have been submitted as prescribed.

2.4.2 Public Hearing Notice

~~Newspaper, posted and mailed notice.~~ Notice of the **Planning Commission's** hearing shall be provided in accordance with Sec. 2.1.7-2.1.13. Written notice shall also be mailed to the applicant.

2.4.3 Staff Review/Report

The Planning Director shall review each proposed Special Use application in light of the Review Criteria of Sec. 2.4.5. Based on the results of those reviews, the Planning Director shall provide a report on the proposed special use to the Planning Commission.

2.4.4 Planning Commission Hearing and Decision

After receiving the Planning Director's recommendation, the Planning Commission shall hold a public hearing on the proposed Special Use. Following the public hearing (at the same or subsequent meeting), the Planning Commission shall take action to approve, approve with modifications or deny the proposed Special Use. The Planning Commission's decision shall be based on the Review Criteria of Sec. 2.4.5. In order to approve any special use petition a majority of the members of the Planning Commission must vote in favor of the petition. For the purposes of this section, vacant positions on the Commission and members who are disqualified from voting on a quasi-judicial matter shall not be considered "members of the Commission" for calculating the requisite majority.

2.4.5 Review Criteria (TA 21-01)

Special Use applications shall be approved by the Planning Commission, upon demonstration by the applicant, that they have found all of the following criteria have been met:

- (a) The use does not materially danger the health or public safety;
- (b) The use meets all required standards and conditions;
- (c) The use will not be noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas; and
- (d) The use will be in harmony with the area in which it is located and in general conformity with the Hickory by Choice 2030 Comprehensive Plan.
- (e) The proposed use is consistent with the Hickory by Choice 2030 Comprehensive Plan and the stated Purpose and Intent of this Land Development Code
- (f) The proposed use complies with all applicable provisions of this Land Development Code;
- (g) The proposed use is compatible with adjacent uses in terms of scale, site design, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);
- (h) Any significant adverse impacts on neighboring properties and/or the natural environment resulting from the use will be mitigated or offset;
- (i) The proposed use will not cause substantial diminution in value of other property in the neighborhood in which it is to be located;
- (j) Public safety, transportation and utility facilities and services will be available to serve the subject property while maintaining sufficient levels of service for existing development; and
- (k) Adequate assurances of continuing maintenance have been provided;

2.4.6 Conditions of Approval (TA 21-01)

The Planning Commission may impose such reasonable and appropriate conditions, as it deems necessary (so long as the conditions do not conflict with existing state or federal law) to address the impacts of the proposed development on:

- (a) surrounding property;
- (b) the existing natural and man-made features of the site;
- (c) off site and on site traffic flow;
- (d) public utilities; and
- (e) such other public services or goals of the Land Use and Transportation Plan that may be negatively impacted by the proposed development.

Where appropriate, such conditions may include requirements that street and utility rights-of-way be dedicated to the public and that provision be made for recreational space and facilities. Conditions and safeguards imposed under this subsection shall not include requirements for which

the City of Hickory does not have authority under statute to regulate nor requirements for which the courts have held to be unenforceable if imposed directly by the City, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land.

2.4.7 Quasi-judicial Hearing

The public hearing in front of the Planning Commission to consider the Special Use shall be a quasi-judicial hearing and shall proceed as provided in Sec. 2.1.16 and in the Planning Commission's Rules of Procedure.

2.4.8 Written Decision; Acceptance of Conditions (TA 21-01)

After the public hearing has been closed, but not necessarily at the same meeting, the Planning Commission shall within a reasonable time render a written decision in accordance with Sec. 2.1.16 and the Planning Commission's Rules of Procedure. Should conditions be recommended or placed upon the approval a Special Use Permit, the applicant at the hearing, while under oath, shall acknowledge their consent to such conditions.

~~Within 30 days after the approval of Special Use Permit, the permit applicant, or the applicant's agent, shall sign a form provided by the City of Hickory that acknowledges that all conditions to the Special Use Permit were consented to by the applicant. If the consent form is not timely executed, the Special Use Permit shall automatically be void and of no effect without further action by the Planning Commission.~~

2.4.9 Notice of Decision; Effective Date (TA 21-01)

Within 10 days after the Planning Commission adopts its written decision, (i) copies of the decision shall be delivered by personal delivery, electronic mail or first-class mail to the applicant, landowner, and any person who has submitted a written request for a copy prior to the date the decision becomes effective and (ii) and shall be filed in the office of the Planning Director, where it shall be available for public inspection during regular office hours.

2.4.10 Withdrawal of Application

An applicant may withdraw the application at any time by written notice to the Planning Director. Any withdrawal of an application after the giving of the first public hearing notice shall be considered a denial of the application.

2.4.11 Successive Applications

When the Planning Commission denies an application or the applicant withdraws an application after the first public hearing notice has been published in the newspaper, the Planning Commission shall not consider another application for the same or Special Use affecting the same property or a portion of it until the expiration of a 1-year period, extending from the date of denial by the Planning Commission or withdrawal by the applicant.

When the Planning Commission denies an application, the applicant may not submit another application for the same or similar Special Use affecting the same property, unless the applicant can demonstrate that either changes in the applicable ordinances or material changes in site conditions or conditions near the property would support new findings of facts and conclusions by the Planning Commission.

2.4.12 Appeals (TA 21-01)

Nothing in this section shall be construed to prevent, in an emergency, the immediate restoration of existing above-ground utility structures without the approval of the Historic Preservation Commission.

2.5.4 Application Filing

Applications for Certificates of Appropriateness shall be submitted to the Planning Director on forms available in the Planning Department.

2.5.5 Staff Review/Report (TA 21-01)

The Planning Director shall review each proposed Certificate of Appropriateness in light of the Review Criteria of Sec. 2.5.8 and, if deemed necessary, distribute the application to other agencies and reviewers. Based on the results of those reviews, the Planning Director shall provide a report on the Certificate of Appropriateness to the Historic Preservation Commission. Upon completion of the staff review, the Planning Director may determine that such work is ordinary maintenance and repair work or minor work as defined in the Historic Preservation Commission's Design Review Standards. In such cases the Planning Director may issue the Certificate of Appropriateness without further consideration of the Historic Preservation Commission, provided that no application may be denied without formal action of the commission. Should the Planning Director find that the work constitutes major work, as defined by the Historic Preservation Commission's Design Review Standards the procedures below shall be followed.

2.5.6 Public Hearing Notice (TA 18-01) (TA 21-01)

Prior to taking action on a Certificate of Appropriateness for major work, the Historic Preservation Commission shall hold a public hearing on the application. Notice shall be provided in accordance with Sec. 2.1.7-2.1.13. Written notice of the hearing shall also be mailed to the applicant.

2.5.7 Historic Preservation Commission's Decision (TA 21-01)

Applications for Certificates of Appropriateness shall be considered by the Historic Preservation Commission at its next regular meeting, provided a complete application has been filed by the established deadline. Otherwise, consideration shall be deferred until the following meeting.

The Historic Preservation Commission shall conduct its hearing in accordance with Sec. 2.1.16 and any rules of Procedure adopted by the Commission. The Commission shall review each proposed Certificate of Appropriateness in light of the Review Criteria of Sec. 2.5.8 and take action to approve, approve with modifications or deny the proposed Certificate of Appropriateness.

The Historic Preservation Commission shall make written findings of fact, based on the Review Criteria of Sec. 2.5.8, indicating the extent to which the application is or is not compatible with the historic aspects of the district in which it is located and any applicable standards, and the Commission shall then issue a written determination in accordance with Sec. 2.1.16.

If the Historic Preservation Commission fails to take final action upon any application within 90 days after the complete application is submitted to the Planning Director, the application shall be deemed to be approved without conditions. This time limit can be extended by mutual agreement between the applicant and the Historic Preservation Commission.

2.5.8 Review Criteria (TA 21-01)

It is the intention of these regulations to ensure, insofar as possible, that buildings or structures in H-O districts shall be in harmony with other buildings or structures located therein. However, it is not the intention of these regulations to require the reconstruction or restoration of individual or original buildings or prohibit the demolition or removal of them or to impose architectural styles from particular historic periods. In considering new construction, the Historic Preservation

- (1) Issuance of a zoning compliance permit shall in no case be construed as waiving any provisions of this Land Development Code;
- (2) The Planning Director shall not grant any exceptions to the actual meaning of any clause, standards, or regulation contained in this Land Development Code to any person making application to excavate, construct, move, alter or use buildings, structures or land;
- (3) the Planning Director shall not make any changes to this Land Development Code or vary the terms of this Land Development Code;
- (4) the Planning Director shall issue a permit when the imposed conditions of this Land Development Code are complied with by the applicant regardless of whether the use of the permit would violate contractual or other arrangements (including, but not by way of limitation, restrictive covenants) among private parties.
- (5) The zoning compliance permit shall include a determination that plans, specifications and the intended use of such structure and land do, in all respects, conform to the provisions of this Land Development Code. Prior to the issuance of a Zoning Compliance Permit, the Planning Director shall consult with all applicable departments.

If the proposed activity is not in conformity with the provisions of this Land Development Code, the Planning Director shall not issue a zoning compliance permit. If an application for a zoning compliance permit is disapproved, the Planning Director shall state in writing the cause of such disapproval and provide written notice to the applicant.

2.6.6 Lapse of Approval (TA 21-01)

Expiration of a zoning compliance permit shall be governed by subsection 2.1.17.

2.7 Zoning Compliance Certificates

No building, structure or zoning lot for which a zoning compliance permit has been issued shall be used or occupied until the Planning Director has, after final inspection, issued a certificate of zoning compliance indicating compliance has been made with all the provisions of this Land Development Code. The issuance of a certificate of zoning compliance shall in no case have the effect of nor be construed as waiving the provisions of this Land Development Code.

2.8 Variances

2.8.1 Applicability

This section sets out the procedure for gaining approval of variances from the zoning-related standards of this Land Development Code. Variances are intended to address practical difficulties or unnecessary hardships resulting from strict application of zoning standards. The variance procedures of this section shall not be used to permit a use in a zoning district that is not otherwise allowed in that district, nor shall the procedures of this section be used to vary or waive the subdivision standards of this Land Development Code.

2.8.2 Application Filing

Applications for zoning variances shall be submitted to the Planning Director on forms available in the Planning Department.

2.8.3 Public Hearing Notice

~~Newspaper, posted and mailed~~ Notice of the Board of Adjustment hearing shall be provided in accordance with Sec. ~~2.1.7-2.1.13~~. Written notice of the hearing shall also be mailed to the applicant.

2.8.4 Board of Adjustment's Review and Decision

The Board of Adjustment shall hold at least one public hearing on the proposed zoning variance. Following the hearing (at the same or subsequent meeting), the Board of Adjustment shall take action to approve, approve with modifications or deny the proposed zoning variance. An affirmative vote of a least 4/5 of the total membership of the Board of Adjustment shall be required to approve any zoning variance. For the purposes of this section, vacant positions on the board and members who are disqualified from voting shall not be considered "members of the board" for the calculation of requisite supermajority if there are no qualified alternates to take the place of such members.

2.8.5 Approval Criteria (TA 14-01) (TA 21-01)

Zoning variances may be approved only when the Board of Adjustment finds substantial evidence in the official record and the application to support all the following findings:

- A. Unnecessary hardship would result from the strict application of this Land Development Code. It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;
- B. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the area or the general public, may not be the basis for granting a variance;
- C. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance is not a self-created hardship; and
- D. The requested variance is consistent with the spirit, purpose and intent of the Land Development Code, such that public safety is secured, and substantial justice is achieved.

Conditions. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance.

Quasi-judicial Hearing

The Board of Adjustment's public hearing to consider the application shall be a quasi-judicial hearing and shall be conducted in accordance with Sec. 2.1.16 and as provided in the Planning Commission's Rules of Procedure.

2.8.6 Written Decision (TA 21-01)

All decisions on zoning variances shall be supported by an affirmative finding of fact on each of the approval criteria of Sec. 2.8.5, and a written decision shall be rendered in accordance with Sec. 2.1.16.

2.8.7 Notice of Decision (TA 14-01) (TA 21-01)

Within 30 days after a final zoning variance decision is made by the Board of Adjustment, copies of the written decision shall be sent to the applicant and others as provided in Sec. 2.1.16 and filed in the office of the Planning Director, where it shall be available for public inspection during regular office hours.

2.8.8 Appeals (TA 21-01)

decision certifies to the board after notice of appeal has been filed that, because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or, because the violation is transitory in nature, a stay would seriously interfere with enforcement of the development regulation. In that case, enforcement proceedings are not stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an expedited hearing of the appeal, and the board shall meet to hear the appeal within 15 days after the request is filed.

Notwithstanding any other provision of this subsection, appeals of decisions granting a development approval or otherwise affirming that a proposed use of property is consistent with the development regulation does not stay the further review of an application for development approvals to use the property; in these situations, the appellant or local government may request and the board may grant a stay of a final decision of development approval applications, including building permits affected by the issue being appealed.

2.10.4 Record of Administrative Decision (TA 14-01) (TA 21-01)

The official whose decision is being appealed shall transmit to the Board of Adjustment all documents and exhibits constituting the record upon which the action appealed is taken. The official shall also provide copies of the record to the appellant and to the owner(s) of the property that is subject of the appeal if the appellant is not the owner.

2.10.5 Public Hearing Notice (14-01)

~~Newspaper, mail, and posted~~ Notice of the Board of Adjustment's hearing shall be provided in accordance with Sec ~~2.1.7, 2.1.13~~. Written notice of the hearing shall be mailed to the applicant.

2.10.6 Board of Adjustment Review and Decision (TA 14-01) (TA 21-01)

The Board of Adjustment shall hold a public hearing on the appeal and render a written decision in accordance with Sec. 2.1.16.

The zoning official who made the final determination shall be a witness at the hearing.

In exercising the appeal power, the Board of Adjustment shall have all the powers of the official from whom the appeal is taken, and the Board of Adjustment may reverse or affirm wholly or partly or may modify the decision being appealed.

An affirmative vote of a majority of the total membership of the Board of Adjustment, excluding vacant seats and disqualified members, shall be required to reverse, in whole or in part, any order, requirement, decision, or determination of any administrative official. Notwithstanding the foregoing and in accordance with G.S. § 63-33(c), the concurring vote of a majority of the members of the Board of Adjustment shall be sufficient to reverse any order, requirement, decision, or determination of any administrative official pertaining to the requirements of Sec. 4.6, "Airport Overlay District."

2.10.7 Notice of Decision (TA 14-01) (TA 21-01)

Within thirty (30) days after a final decision on an administrative appeal is made by the Board of Adjustment, copies of the written decision shall be sent to the applicant and others as provided in Sec. 2.1.16 and filed in the office of the Planning Director, where it shall be available for public inspection during regular office hours.

2.10.8 Appeals (TA 21-01)

The **High Density Residential (R-4)** district implements the “High Density Residential” policies of the Hickory by Choice 2030 Comprehensive Plan. The R-4 zone is the highest density residential zoning district. It is primarily composed of multi-family residential development, as well as small lot single-family development. The R-4 district also provides areas for manufactured housing. It allows a maximum density of 20 dwelling units per acre. These areas are located directly adjacent or within commercial service areas but not further than ¼ mile from these areas. Public infrastructure is required to serve this type of development. Characteristics of these areas include the following:

- (1) Larger scale multi-family development,
- (2) Small lot single-family residential, and
- (3) Opportunities for the replacement of existing manufactured home stock.

Design Standards for Nonresidential Buildings. Nonresidential buildings in the R-1, R-2, R-3, and R-4 zoning districts shall be subject to the design standards of Sec. 3.3.1.

Regulation of Building Design Elements. Except as authorized by NCGS 160D-702(b), this ordinance shall not regulate the building design elements of any structures subject to regulation under the North Carolina Residential Building Code (*TA 23-02*).

Design Standards for Container Homes and Non Traditional Dwellings. Container homes and non-traditional dwellings, including tiny homes, shall be required to meet the appearance and set-up standards required for manufactured homes as outlined in Chapter 6, as well as North Carolina residential Building Code for One and Two-family Dwellings.

3.2 Non-Residential Zoning Districts

3.2.1 The following non-residential zoning districts are hereby established:

Full Name	Short Name/Map Symbol
Neighborhood Center Commercial	NC
Community Center Commercial	CC-1
Commercial Corridor	CC-2
Office and Institutional	OI
Central Business District	C-1
General Business	C-2
Regional Commercial	C-3
Industrial	IND

3.2.2 Characteristics and Intent of Commercial Zones

Neighborhood Center Commercial. The Neighborhood Center Commercial (NC) district implements the “Neighborhood Mixed Use” policies of the Hickory by Choice 2030 Comprehensive Plan, and promotes the most pedestrian oriented development of the non-residential zones. A neighborhood center will be approximately one-quarter mile in radius. Generally, neighborhood centers are located at intersections of major thoroughfares and further identified in the Hickory by Choice 2030 Comprehensive Plan. Neighborhood centers are intended to provide neighborhood scaled services. Additional standards apply to ensure pedestrian scaled development.

- (2) Sidewalk patterns shall carry across the driveway.
- (3) Adjacent development should share driveways to the greatest extent possible.
- (4) Vehicular access shall be located to avoid directing traffic through abutting residential zones.



Figure 3-4: Sidewalk Setback from Driveway with Continuous Sidewalk Pattern

3.5.5 Parking and Loading Areas (TA 18-01)

The use of on-street parking is encouraged in the central business district. When off-street parking spaces are provided, they shall be subject to all parking/loading area design, construction, landscaping standards, and screening requirements.

Parking garages must present a horizontal rather than sloped building line on all visible edges. The exterior finish of parking structures shall be compatible with adjacent buildings and give the appearance of buildings, not parking garages.

Loading and service areas shall be screened from view from adjacent properties and streets.

Screening and Noise Control of Service Areas.

The intent of this section is to reduce the impact of service, loading and trash storage areas.

Guidelines

- (1) All service, loading, and trash collection areas that are visible from public rights-of-way, pedestrian pathways, or residential zones shall be screened by a combination of decorative walls of masonry, wood, and plantings.
- (2) Loading and service areas shall be fully screened from view from residentially zoned property.

3.5.6 Treatment of Blank Walls (TA 18-01) (TA 19-01).

The intent of this section is to ensure buildings do not display blank walls to adjacent street or residential areas.

Guidelines. Walls or portions of walls where windows are not provided shall have architectural treatment wherever that face is visible from a street or residential areas. At least four of the following shall be used in these walls:

The industrial size limitations of Sec. 6.1 shall not apply to the redevelopment of existing buildings where the most recently approved use would have been classified as Manufacturing and Production, Warehouse and Freight Movement, or Industrial Service under this Land Development Code.

The window requirements of Sec. 3.4.4 shall not apply to the redevelopment of existing buildings, provided that all existing window openings are maintained.

4.2.5 Off Street Parking

The number of off-street parking spaces for non-residential development as required by Sec. 9.2.2 shall may be reduced by 30 percent.

4.2.6 Landscaping and Screening

All properties in the RDO district shall be subject to the provisions of Sec. 9.13 except as modified below:

- (1) The perimeter landscape buffer requirements of Sec. 9.13.2 shall not apply to the redevelopment of existing buildings where the building footprint does not change and there is not an increase in use intensity.
- (2) All new construction and redevelopment projects where there is an increase in building footprint shall be subject to the landscape buffer requirements of Sec. 9.13.2
- (3) The landscape requirements of Sec. 9.13 shall not apply to existing paved parking, loading, and service areas in the RDO district.
- (4) Existing gravel parking, loading, and service areas shall be paved upon redevelopment or a change in use. The paved surface shall meet the design standards of Sec. 9.1. When existing gravel parking areas are paved, the landscape requirements of Sec. 9.13 shall not apply provided that the overall size of the parking, loading, or service area is not increased by more than 15 percent.

4.2.7 Alternative approval by Planning Commission

The Hickory Regional Planning Commission may approve alternative architectural standards if a finding is made that the proposed alternative meets or exceeds the objectives of this code and is consistent with the objectives of the Hickory by Choice 2030 Comprehensive Plan. Such alternatives shall be approved as a Special Use in accordance with Sec. 2.4

4.2.8 Regulation of Building Design Elements (TA 21-01) (TA 23-02)

Except as authorized by NCGS 160D-702(b), this section shall not regulate the building design elements of any structures subject to regulation under the North Carolina Residential Building Code.

4.3 Neighborhood Preservation Overlay District (TA 15-01)

4.3.1 Applicability

The Neighborhood Preservation Overlay (NP-O) district regulations of this section shall apply to new development and changes of use or occupancy and increasing the number of dwelling units in a structure in the Kenworth, Green Park, Highland, Claremont, and Westmont / West Hickory neighborhoods, which is shown on the City's Official Zoning Map.

4.3.2 Conflicting Provisions

Where conflicts arise between the regulations of the underlying base zoning district, and other overlay districts; the more restrictive provisions shall govern.

	R-1	R-2	R-3	R-4	NC	CC-1	CC-2	OI	C-1	C-2	C-3	IND	Standards (Notes)
Residential Categories													
Residential Household Living													
Single-family Residence (detached)	P	P	P	P	P	P	P	P	P				(TA 22-01)
Single-family Residence (attached)	P	P	P	P	P	P	P	P	P	P	P		(TA 21-01, 22-01)
Accessory Dwelling Unit	P	P	P	P	P	P	P	P	P	P	P		6.3.2, (TA 21-01, 22-01)
Caretaker's Residence					AC	AC	AC	AC	AC	AC	AC	AC	(TA 21-01)
Duplexes	P		P	P	P	P	P	P	P	P			(TA 11-01, 14-01, 21-01)
Manufactured Home	P												6.2.13 (TA 22-01)
Manufactured Home Park	S												6.2.14 (TA 22-01)
Multi-family Structure			P	P	P	P	P	P	P	P	P		
Upper Story Residential					P	P	P	P	P	P	P		
Group Living													
Boarding House				P						P			6.2.9 (TA 22-01)
Family Care Home (6 or fewer residents)	P	P	P	P	SP	SP	SP	P	P				
Group Living Facility (7 or more residents)	S	S	S	S				S		S			6.2.9
Nursing, Convalescent, and Extended Care Facilities	S	S	S	S	S	P	P	P	P	P			6.2.17, (TA 21-01)
Commercial Categories													
Animal Hospital/Veterinary Clinic					P	P	P	P	P	P	P	P	6.2.2
Amusement Facilities, Indoor					P	P	P		P	P	P	P	
Amusement Facilities, Outdoor						P	P			P	P	P	
Bed and Breakfast	S	S	S	S	P	P	P	P	P	P			6.2.3 (TA 11-01)
Campground/Recreational Vehicle Park	S												6.2.30 (TA 24-01)
Food Truck and Trailer Court					P	P	P			P	P		6.2.29 (TA 23-02)
Drinking Establishment					S	S	S	S	S	S	S	S	6.2.8 (TA 11-01, 19-03, 21-01)

	R-1	R-2	R-3	R-4	NC	CC-1	CC-2	OI	C-1	C-2	C-3	IND	Standards (Notes)
Major Event Entertainment									S	S	S	S	
Marina										S	S		6.2.12 (TA 11-01)
Mini-storage Facilities							P			P	P	P	6.2.15
Professional Office and Personal Services					P	P	P	P	P	P	P	P	
Retail Sales and Service (unless otherwise listed)					P	P	P		P	P	P	P[1]	
Seasonal Sales					P	P	P		P	P	P		6.2.21 (TA 14-02)
Temporary Sales					AC	AC	AC		AC	AC	AC		6.2.21 (TA 14-02)
Vehicle Repair					P	P	P		P	P	P	P	6.2.22
Industrial Categories													
Industrial Service						S [2]			S [2]	P [2]	P [2]	P	
Junkyards and Recycling Facilities												S	6.2.10
Manufacturing and Production						S [2]			S [2]	P [2]	P [2]	P	
Railroad Yards												P	
Warehouse and Freight Movement										P [3]	P [3]	P	
Waste-related												S	
Wholesale Sales										P [3]	P [3]	P	
Institutional Categories													
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	
Cemetery	P	P	P	P	P	P	P	P	P	P	P	P	6.2.4
Colleges					S	S	P	P	P	P	P	P	
Community Recreation Centers	S	S	S	S	P	P	P	P	P	P	P	P	6.2.5
Cultural Facilities	S	S	S	S	P	P	P	P	P	P	P	P	6.2.6 (TA 22-01)
Daycare (5 or fewer clients)	AC	AC	AC	AC	P	P	P	P	P	P	P		6.2.7 (TA 11-01)
Daycare (6 or more clients)	S	S	S	S	P	P	P	P	P	P	P		6.2.7
Day Center								S	S	S			6.2.25 (TA 19-03)
Food Pantries								S	S	S			6.2.26 (TA 19-03)
Medical Centers					P	P	P	P	P	P	P		
Parks and Playgrounds	P	P	P	P	P	P	P	P	P	P	P		
Public Facilities	S P	S P	S P	S P	S P	P	P	P	P	P	P	P	6.2.19

	R-1	R-2	R-3	R-4	NC	CC-1	CC-2	OI	C-1	C-2	C-3	IND	Standards (Notes)
Religious Institutions	P	P	P	P	P	P	P		P	P	P	P	
Shelter Facilities								S	S	S			6.2.27 (TA 19-03)
Schools	SP	SP	SP	SP	P	P	P	P	P	P	P		6.2.20 (TA 11-01)
Other Categories													
Adult Business												S	6.2.1
Agriculture	P											P	6.2.28
Airports												P	
Detention Facilities												S	
Kennels	S				S	S	S			S	S	S	6.2.11
Mining												S	6.2.16
Open Storage, Accessory										AC	AC	AC	6.3.4
Open Storage, Principal												SP	6.2.18
Parking, Off Street	P[4]	P[4]	P[4]	P[4]	P	P	P	P	P	P	P	P	
Wireless Communication Facilities, Alternative Structures/Collocation	P	P	P	P	P	P	P	P	P	P	P	P	6.2.23
Wireless Communication Facilities, New Towers	S	S	S	S	P	P	P	P	P	P	P	P	6.2.24

- [1] No Retail use in an Industrial district shall occupy more 20,000 square feet of floor area and outdoor storage area per zoning lot.
- [2] Industrial Size Limitation: Floor area shall be no more than 20,000 square feet per zoning lot in the - CC-1 and C-1 zoning districts. All activities must be conducted entirely within an enclosed building in the CC-1 and C-1 districts. Floor area and outdoor storage areas related to a use shall be no more than 50,000 square feet per zoning lot in the C-2 and C-3 zoning districts. (TA 21-01)
- [3] Industrial Size Limitation: Floor area and outdoor storage areas related to a use shall be no more than 50,000square feet per zoning lot in the C-2 and C-3 zoning districts.
- [4] Off street parking is only permitted for uses permitted in the zoning district.

- (12) The operations plan and the rehabilitation plan shall be coordinated so that the amount of disturbed land is kept to the absolute minimum consonant with good practices and so that rehabilitation proceeds in concert with extraction.
- (13) The City Council shall require, for all extractive uses, a performance guarantee to ensure that the provisions of the rehabilitation plan are met. Such performance guarantees shall be in a form approved by the City of Hickory. The amount of such guarantee shall cover the cost of rehabilitation. The applicant's engineer shall certify the costs of rehabilitation on a per acre basis, if the cost does not exceed the amount posted with the State of North Carolina.

6.2.17 Nursing, Convalescent, and Extended Care Facilities (TA 11-01) (TA 18-01)

All nursing, convalescent and extended care facilities shall have direct access to a collector or arterial street, ~~as shown on the Thoroughfare Plan.~~

The applicant shall provide written evidence that all the regulatory requirements of the State of North Carolina have been and shall continue to be met.

6.2.18 Open Storage

- (1) Open storage as a principal use shall not be allowed in the required setback area of any front yard.
- (2) ~~With the exception of uses located fully within industrial or business parks and not visible from outside of such,~~ all instances of open storage areas as a principal use shall be screened from view of any public or private street and from all residentially zoned land through the installation of a solid fence, wall, or dense evergreen landscaping. Dense landscaping shall be used to the maximum extent practicable.

6.2.19 Public Facility

Whenever possible, such facilities shall be designed and constructed to have the same height and bulk as adjacent structures, but when necessitated by operating requirements, a public facility may exceed the height of adjacent structures and the maximum height limit for the zoning district in which the facility is located. If the public facility exceeds the maximum height for the district, it shall be set back one additional foot beyond the required minimum setback for each foot of height above the district maximum.

6.2.20 Schools

~~Schools shall have direct vehicular access to a collector or arterial street.~~

The school shall provide for the safe loading and unloading of students on school property so as not to create congestion on public streets.

~~The applicant shall provide a floor plan and preliminary development concept plan in accordance with Section 2.4, Special Uses.~~

6.2.21 Seasonal and Temporary Sales (TA 14-02) (TA 23-02)

Seasonal sales are characterized as sales activities, either primary or accessory in nature, conducted on zoning lots, which may be absent from other businesses. Seasonal sales include the display and sale of Christmas trees, fireworks, pumpkins, and other goods commonly associated with a holiday or seasonal activity.

~~Temporary sales are characterized as accessory sales activities conducted on improved zoning lots where the business conducting the temporary sale is located.~~ Temporary sales include, but are not limited to, the display and sale of landscape supplies, building materials that are not otherwise required to be screened, outdoor furniture, and recreational equipment.

provided, however, that the Planning Director is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

- (3) **Visual Impact.** Each applicant for approval of an antenna and/or tower shall demonstrate that they are using the least visually obtrusive technology available to minimize the visual impact of the structure on surrounding properties. Where the Planning Director finds that the least visually obtrusive technology available is not being used, or that the proposed location is not designed to minimize the visual impact on surrounding properties the Planning Director shall require a consideration of the application as a Special Use Permit as described below.

6.2.24 Wireless Telecommunication Facilities, New Towers

Purpose. The purpose of this subsection is to establish general standards for the siting of towers and antennas. The goals of this subsection and the subsection addressing alternative tower structures are to:

- (1) Encourage the location of towers in nonresidential/nonhistorical areas and minimize the total number of towers throughout the community;
- (2) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively and efficiently;
- (3) Strongly encourage the joint use of new and existing tower sites;
- (4) Encourage users of towers and antennas to locate them in areas where adverse impacts on the community are minimized; and
- (5) Encourage users of towers and antennas to configure them in a way that minimizes their adverse visual impact.

Alternatives to New Towers. Communication companies are encouraged to locate telecommunication antennae on or in structures other than a tower. Such structures may include church steeples, transmission line towers, utility/light poles, water towers, etc. Where such facilities are not available, colocation of facilities is encouraged. (See the Alternative Tower Structure regulations of Sec. 6.2.23.)

Administrative Approval in Commercial and Industrial Districts. The Planning Director is authorized to approve towers or antennas, including the placement of additional buildings or other supporting equipment used in connection with said tower or antenna, in any industrial or commercial zoning district. Such towers shall be setback from any existing offsite residence or previously platted residential lot lines a distance equal to the height of the tower, and shall also be required to submit an engineering certification demonstrating the tower's construction will cause the tower to collapse inward in the event of a collapse, so no damage to structures on adjacent zoning lots will result.

Within non-residential districts towers shall either be setback from adjacent properties a distance equal to its height, or upon receiving an engineering certification, the distance shall be submitted that the certification states the structure's construction will cause the tower to collapse inward so that in the event of collapse, no damage to structures on adjacent zoning lots will result.

In the event a parcel where a telecommunications tower is to be placed abuts a residential zoning district the tower shall be setback from all residentially zoned property lines a distance equal to the tower's height.

Principal or Accessory Use. Antennas and towers may be considered either principal or accessory uses on an industrial or commercial zoned lot. A different existing use or an existing structure on the same lot shall not preclude the installation of an antenna or tower on such a lot. For purposes of determining whether the installation of a tower or antenna complies with district development regulations including, but not limited to, setback requirements, lot size and coverage requirements, and other such requirements, the

6.2.30 Campgrounds / Recreational Vehicle Parks

Standards for campgrounds or recreational vehicle parks are as follows:

- (1) The minimum area required for the establishment of a campground or recreational vehicle park is five (5) acres.
- (2) A Minimum of 1,500 square feet of area must be provided for each tent, cabin, or recreational vehicle space.
- (3) All buildings, tents and recreational vehicle spaces must be setback at least 100 feet from any exterior property line.
- (4) No tent or recreational vehicle space shall be located within a Special Flood Hazard Area (SFHA), or floodway as shown on the most recent Flood Insurance Rate (FIRM) maps. Regardless of the width or extent of the SFHA, all tent sites or recreational vehicle spaces shall be setback at least fifty (50) feet from all perennial watercourses.
- (5) Buffering as required by this Land Development Code shall be required.
- (6) A sanitary source of drinking water must be provided within 500 feet of any tent site or recreational vehicle space.
- (7) Campgrounds containing tent sites shall provide bathhouses and bathrooms which are located no less than 1,000 feet of all tent sites.
- (8) Portable bathrooms or water stations shall not be utilized to satisfy the requirements of this section.
- (9) All internal roads and driveways shall be properly surfaced with asphalt or concrete.
- (10) All off-street and on-street parking spaces located at restroom / bath facilities or recreational areas shall be designed and surfaced with asphalt or concrete in accordance with the standards of the City.
- (11) Parks which contain recreational vehicles spaces shall, at all times, maintain an adequate and properly permitted septic facility for the disposal of human waste.
- (12) Any lighting provided within parks shall adhere to the standards contained within this Land Development Code.
- (13) Recreational vehicles shall remain operable at all time.
- (14) Recreational vehicles shall be able to move on their own power.
- (15) Recreational vehicles shall be licensed, insured and registered at all time when locate in a recreational vehicle park.
- (16) Decking, skirting or similar items or fixtures shall be prohibited.
- (17) Recreational vehicles shall not be set up for or maintained as a dwelling.
- (18) Recreational vehicles and tent sites shall be temporary, and shall not be perpetually set up on-site. Temporary shall be defined as no more than four (4) consecutive weeks within a calendar year. A campground / recreational vehicle park seasonal host site shall not be limited by this timeframe.

- The business or service is located within the dwelling or an associated accessory building, and does not exceed twenty-five (25) percent of the combined floor area of the structures or two hundred fifty (250) square feet, whichever is less.
- The home occupation does not create traffic or parking congestion, noise, vibration, odor, glare, fumes, or electrical or communications interference which can be detected by the normal senses off the premises, including visual or audible interference with radio or television reception.
- If the home occupation is associated with food preparation or catering, the applicant must show proof of compliance with all County environmental and health regulations and NC State Building Code regulations.
- Repair of automobiles is not permitted as a home occupation.

6.3.4 Open Storage, Accessory (TA 18-01)

With the exception of uses located fully within industrial or business parks and not visible from outside of such, all instances of open storage areas as an accessory use shall be screened from view of any public or private street, and from all residentially zoned land through the installation of a solid fence, wall, or dense evergreen landscaping. Dense evergreen landscaping shall be used to the maximum extent practicable.

6.3.5 Parking of Commercial and Recreational Vehicles and Trailers

Recreational Vehicles. An owner of a recreational vehicle, boat, or trailer may park or store such vehicles on their private residential property subject to the following limitations:

- (1) At no time shall such vehicles be occupied or used for living, sleeping or housekeeping purposes.
- (2) Parking is permitted anywhere on a lot for loading and unloading purposes for a period not exceeding 24 hours. When not loading or unloading, such vehicles shall not be parked in a front or street corner yard.
- (3) At no time shall such vehicles be permanently connected to any utility service.
- (4) At no time shall there be more than two (2) such vehicles or trailers stored on the property at any one time for a period longer than thirty (30) days; except where such vehicles are located entirely within an enclosed structure that complies with the regulatory requirements for the applicable zoning district.

Commercial Vehicles

The parking of any commercial vehicle or trailer with a gross weight of greater than 26,000 pounds or a length of greater than 25 feet shall not be permitted on any lot in any residential district except where such vehicles are located within an entirely enclosed structure that complies with the regulatory requirements for the applicable zoning district. No more than one (1) commercial vehicle shall be parked in a residential district at any time regardless of size. This requirement shall not be interpreted to prohibit vehicles from loading and unloading in any residential district.

Examples of vehicles with a gross weight more than 26,000 pounds.



receiving care is a mentally or physically impaired person. Annual inspections may be required as outlined in NCGS 160D-915(e).

6.4.7 Food Trucks and Trailers

Individual food trucks and trailers may be placed upon improved commercially and industrially zoned properties. Provided the following are satisfied:

- ~~(1) No more than one food truck or trailer may be located on a property at any given time.~~
- ~~(2) Such trucks and trailers shall not be placed on permanent foundations, and shall be transient and intermittent in nature.~~
- ~~(3) The location of such trucks and trailers shall not obscure vehicular travel ways.~~
- ~~(4) Permanent outdoor seating areas shall be prohibited. For the purpose of this section outdoor seating shall include, but no limited to, picnic tables and tables with movable chairs.~~
- ~~(5) Permanent power shall not be established.~~
- ~~(6) Signs shall be prohibited.~~
- ~~(7) Ballons, streamers, and other attention getting devices shall be prohibited.~~

(1) Location of Vendors

(a) Food trucks and trailers shall not be located in any required setback, yard, sight distance triangle, or require buffer, and shall not block driveways or other access to buildings.

(b) Food trucks and trailers shall not be located in or on a public street unless the city has approved a temporary street closing for a city sponsored or civic event such as a street festival or fair and the food truck or trailer has been permitted to operate in the area, or the vendor has been permitted by the City of Hickory's Planning Department to operate in one of the city's designated lots, parks, or parking spots.

(c) Food trucks and trailers shall not be located within 15 feet from any fire hydrant or 5 feet from any driveway, utility box or vault, handicapped ramp, building entrance or exit, or emergency call box. Distance shall be the shortest distance between the nearest food truck and/or trailer and restricted structure.

(d) Food trucks and trailers shall not be located within 100 linear feet of the primary customer entrance of any restaurant during hours of operation unless (a) the food truck and/or trailer and restaurant have the same ownership, (b) the food truck or trailer has written permission from the restaurant for operation within the above prescribed distance, or (c) the food truck or trailer is located within a designated public spot established by the city. Distance shall be the shortest distance between the nearest food truck and/or trailer and the primary customer entrance of any restaurant.

(2) Permit Required for Operation

(a) Prior to submitting an application to the Planning Department for a zoning permit, a food truck or trailer shall obtain a permit from the County Health Department establishing that the County Health Department has cleared the applicant for operating a food truck or trailer.

(b) A permit from the Planning Department is required prior to operation at any permitted location. One permit shall be required per location. Prior to issuance of a permit, the owner / operator shall submit an application to the Planning Department.

The application shall be signed by the owner / operator, as well as the owner of the property where such will be located. The application shall be submitted with a site or plot plan and a copy of a permit issued by the County Health Department. No more than one food truck or trailer may be located on a property at any given time. The site plan shall identify the boundaries of the property, the proposed location(s) of the food truck or trailer on the property, and the adjoining uses on neighboring properties.

(c) All required permits shall be visibly displayed on the food truck or trailer at all times. Zoning Permits must be renewed annually on or before July 1st

(3) Standards Associated with Operation

(a) Food trucks and trailers are subject to the city noise ordinances, and may not use audio amplification. All equipment associated with such vendors shall be located within three (3) feet of the Mobile Food Vendor.

(b) Trash receptacles must be provided by the property owner or operator for customers to dispose of food wrappers, utensils, etc. The owner or operator of the is responsible for disposing of all trash associated with the operation of the food truck or trailer at the end of each business day. City trash receptacles may not be used to dispose trash or waste, nor should private trash receptacles. All areas within proximity of the food truck or trailer must be kept clean. Grease and liquid waste may not be disposed in tree pits, storm drains, the sanitary sewer system or public streets.

(c) In addition to signage displayed directly on the vehicle, a food truck or trailer may display a menu board sign, which shall not exceed four feet in height or eight square feet of surface area. Such a sign shall be placed within ten feet of the food truck or trailer and must be removed when outside hours of operation. Balloons, streamers, and other attention getting devices shall be prohibited.

(d) The sale of alcoholic beverages shall not be permitted by any food truck or trailer, absent the issuance of the requisite special event permit and required licensure from the State of North Carolina.

(e) Permanent outdoor seating areas shall be prohibited. For the purpose of this section outdoor seating shall include, but not limited to, picnic tables and tables with movable chairs.

(f) Food trucks and/or trailers shall vacate all permitted locations prior to impermissible hours of operation and shall not be stored, parked, or left overnight on any public street or sidewalk.

(g) A fire extinguisher of minimum Class 2A, 10B and C grade will be kept on the Mobile Food Vendor's vehicle. If deep frying is proposed, a Class K fire extinguisher must be kept on the truck/trailer.

(h) No electric direct wiring hookups may be used. Food trucks and/or trailers shall supply their own power source, if needed.

(i) A copy of vehicle or trailer registration, and location of approved grease disposal facility shall be maintained on-site and accessible by the operator at all times.

(j) If operating after dark, the operator may provide appropriate lighting in a manner that minimizes negative impacts to adjacent properties or motorists.

(k) Food trucks or trailers shall not be placed on permanent foundations, and shall be transient and intermittent in nature.

(l) If any of these standards are not met or satisfied, permits may be revoked at any time by the City of Hickory.

Street Side Yard (ft)	20	15	15	5
Maximum Height (ft)	20	20	20	20
Accessory Structure [4]				
Minimum Yard Setbacks				
Front Yard (ft)	50 40	30 20	30 20	30 20
Rear Yard (ft)	5	5	5	5
Interior Side Yard (ft)	5	5	5	5
Street Side Yard (ft)	20	15	15	5
Maximum Height (ft) [4]	15	15	15	15

- [1] The Department of Health is authorized to require a larger minimum lot area when public water and wastewater service is not available or utilized.
- [2] See 7.4.5 for setbacks regarding the use of front yard averaging.
- [3] No individual accessory structure shall exceed 50 percent of the floor area of the principal dwelling unit on the lot. The total of all accessory structures on a zoning lot shall not exceed 2,000 square feet. With the exception of underground swimming pools, all accessory structures over 500 square feet shall meet the primary structure **side and rear** setback requirements. (TA 11-01)
- [4] Accessory structures may exceed 15 feet in height, up to the maximum permitted height for the zoning district, provided that the accessory structure meets the primary structure setbacks, (TA 11-01)
- [5] Single-family attached dwellings shall not have a required minimum lot size for each unit. The overall development of multiple shall adhere to the permissible density and all units shall be setback from property lines not part of the development as outlined in the above table. (TA 22-01)
- [6] Single-family attached dwellings shall not have a required individual minimum lot width for the district in which the property is located. (TA 22-01)

7.2 Multi-Family Development Standards

The standards contained within the section shall apply to multi-family development projects containing 3 or more units.

7.2.1 Parking and Loading Areas (TA 18-01) (TA 21-01)(TA 22-01)

Off-street parking areas shall be subject to all parking area design, construction and landscaping standards of the Land Development Code and the following requirements.

- Driveway coverage may exceed the size limitations in this section when the subject property is located on a principal arterial and the increase is due to inadequate maneuvering areas for the safe exit of vehicles from the site.

7.2.2 Pedestrian Access

Purpose. The pedestrian access standards of this section encourage the creation of a network of safe, consistent, and convenient linkages for pedestrians, including locating building entrances adjacent to the sidewalk.

7.3 Nonresidential District Standards (TA 11-01, 14-01, 16-01, 19-01, & 21-01) (TA 23-02)

All development in nonresidential zoning districts shall be subject to the following Intensity, Dimensional and Design Standards. These standards shall not be interpreted as a “guarantee” of development intensity. Other factors and requirements may limit development intensity more than these standards.

	NC	CC-1	CC-2	OI	C-1	C-2	C-3	IND
Min. Lot Area (sq ft)	2,500 [8]	2,500 [8]	10,000 [8]	10,000 [8]	2,500 [8]	15,000 [8]	15,000 [8]	15,000 [8]
Min. Lot Width (sq ft)	50 [8]	50 [8]	50 [8]	50 [8]	25 [8]	50 [8]	50 [8]	50 [8]
Max. Residential Density (units per Acre)	30	30	30	30	100	30	30	N/A
Max. Non-Residential and Mixed Use Density (Floor Area Ratio)	2	2	2	2 [7]	6	2	2	N/A
Principal Structures – Minimum Yard / Setbacks (ft)								
Front (street)	10	10	20	20	0	20	20	30
Side Corner	10	10	15	15	0	15	15	15
Side	10 [6]	10 [6]	10 [6]	10 [6]	0	10 [6]	10 [6]	10 [6]
Rear	20	20	20	20	0	20	20	20
Side/Rear (adjacent to a residential district)	20/20	15/15	15/20	20/20	20/20	20/20	35/35	35/35
Max. Building Height (ft)	40[1][2]	55[1][2]	40 [1][2]	55[1][2]	100	80[1]	80[1]	80[1]
Accessory Structures – Minimum Yard /Setbacks (ft) [4]								
Front (street)	10	10	20	20	0 [5]	20	20	30
Side Corner	10	10	20	20	0 [5]	15	15	15
Side	5	5	5	5	0	5	5	5
Rear	5	5	5	5	0	5	5	5
Side/Rear (adjacent to a residential district)	20/20	15/15	15/20	20/20	20/20	20/20	35/35	35/35
Max. Building Height (ft)[6]	15	15	15	15	15	15	15	80

- [1] For all development within 150 feet of R-1 or R-2 district, the following additional standards shall apply to ensure compatibility: The maximum height for structures at the boundary of the R-1 or R-2 zone is 35 feet. An additional one foot of building height is granted for every two feet of horizontal distance from the R-1 or R-2 zone boundary.
- [2] Increased building height, up to 80 feet, may be approved through the issuance of a Special Use Permit.
- [3] Except for industrial uses within IND districts, no individual accessory structure shall exceed 50 percent of the floor area of the principal structure on the lot. The total of all accessory structures on a zoning lot shall not exceed 2,000 square feet. All accessory structures over 500 square feet shall meet the primary structure setback requirements.
- [4] Except for industrial uses within IND districts, no accessory structure shall be erected or placed between the primary structure and any adjacent street or right-of-way.

- [5] For industrial uses within IND districts, accessory structures may exceed 15 feet in height, up to the maximum permitted height for the zoning district, provided that the accessory structure meets the primary structure setbacks.
- [6] The side and rear yard setbacks shown shall not apply when party-walls are utilized in multi-tenant buildings, provided the overall development adheres to all other prescribed setbacks on the developments' external boundary.
- [7] Floor area ratios for colleges, universities, and medical centers may be increased to a FAR of 4.
- [8] Attached single-family dwellings, attached mixed use condos / townhomes and attached non-residential condos / townhomes shall not have a required minimum lot size or lot width for each unit. The overall development of multiple shall adhere to the permissible density and all units shall be setback from property lines not part of the development as outlined in the above table. (TA 22-01)
- [9] Single-family attached dwellings shall not have a required individual minimum lot width for the district in which the property is located. (TA 22-01)

7.4 Measurements, Computations and Exceptions

7.4.1 Lot Area

Measurement. The area of a lot shall include the total horizontal surface area within the lot's boundaries, not including submerged lands, roadways or rights-of-way.

Multiple Zoning Districts. If a zoning lot includes different zoning districts, the minimum lot area requirements for each district shall be met.

7.4.2 Lot Width (TA 22-01)

Minimum lot width shall be measured between side lot lines along a line that is parallel to the street lot line or its chord. Measurements of lot width shall be made at the minimum street setback line. When a lot has more than one street setback line, lot width shall be measured along the street setback line with the narrower width. In all cases, the width between side lot lines at their intersection with street lot lines shall be at least 25 feet.

Where the average lot width for all existing lots within 50 feet of either side of a parcel is less than the minimum required width, the parcel may be divided resulting in parcels with widths less than what is required. The required width may be reduced by the lesser average width, but in no case be less than 40 feet. For the purpose of computing such average, a vacant lot shall be considered as having the minimum width required for the zoning district.

Existing lots with depths of 200 feet or greater, where their existing width would not permit for division, may be divided to provide one (1) additional building lot should the following items be satisfied:

- (1) Only one new parcel is to be created.
- (2) The width at the street of the parcel to be divided is decreased by no more than 20% of its' current width.
- (3) The width of the new parcel at the street is not less than 25 feet.
- (4) Both the new and existing parcel must meet all current area and building setback requirements. The front setback of the new parcel will be measured where the new parcel's property lines widen to its maximum extent.
- (5) No further division of the parcels shall be permitted under this section.

8.5 Blocks

8.5.1 General Design Criteria

Lengths, widths and shapes of blocks shall be determined with due regard to:

- provisions of adequate building sites suitable to the special needs of the type of use contemplated (residential, commercial, industrial or other);
- other requirements of this Land Development Code;
- need for convenient access, flow, traffic control and safety; and
- limitations and opportunities of topography and drainage features.

8.5.2 Block Lengths

Block lengths shall not exceed 1,500 feet or be less than 300 feet.

8.5.3 Pedestrian Crosswalks

Where orientation or length of blocks or other considerations justify such action, crosswalks may be provided to improve pedestrian circulation and provide access to schools, playgrounds, shopping centers, transportation and other facilities. Where crosswalks are provided, they shall be located, dimensioned, fenced, screened, lighted or otherwise improved in such a manner as to provide security, tranquility and privacy for occupants of adjoining property, and safety for users of the walks.

8.6 Streets (TA 22-01)

8.6.1 Continuation or Projection of Arterial and Collector Streets

Within or adjacent to subdivisions, arterial and collector streets shall provide for continuation of arterial or collector traffic flow from surrounding areas, except where topographic or other conditions make such continuance or projection unnecessary, impractical or undesirable.

8.6.2 Right-of-Way and Pavement Widths

All streets shall be constructed in accordance with the City's Engineering Manual of Practice.

8.6.3 Right-of-Way Reservation (TA 18-01)

When developments are to take place in areas where future roadways or roadway improvements are proposed by the Thoroughfare Plan, the design of the development should give consideration of the future improvements, and make efforts to design the development in a manner that accommodates for the future roadways.

8.6.4 Private Streets

Private streets shall be allowed providing sole or primary access to one or more lots only if all of the following requirements are met:

Private streets shall meet all minimum design, dimensional and construction standards as provided in the Manual of Practice for streets.

Design, location and improvement shall provide for safe intersection with public streets, safe passage of public service and emergency vehicles and protection of adjoining property.

Agreements satisfactory to the City Manager, as agent for the City Council, are made for continuing common use of the private street by occupants of the property served, drainage, access easements for public service and emergency vehicles, and continuing private maintenance in condition for safe passage of public service and emergency vehicles. There shall be a recorded agreement, contained in the deed restrictions for the development creating an entity with legal authority to collect funds and cause work to be completed to maintain the private roadway. This agreement

- any additional expense associated with their installation is paid for by the developer and;
- their continuing maintenance is provided for.

8.6.13 Ground Cover

All land within the right-of-way that is not used for structures, vehicular or pedestrian traffic or for other approved landscaping shall be provided with grass or other ground cover of a nature approved by the City Engineer. Such ground cover shall be installed as set forth in the City's Engineering Manual of Practice. Ground cover may include appropriate plant materials preserved in place.

8.7 Sidewalk and Pedestrian Access (TA 18-01) (TA 23-02)

8.7.1 Construction Specifications

All development projects, regardless of if they are located within a subdivision or not, shall be required to install sidewalks along all adjacent streets. If development or redevelopment occurs in an area where the current sidewalk network is more than 500 feet away none shall be required.

Developments located along a street where imminent roadway or infrastructure improvements would cause required sidewalks to be removed and such future plans include the installation of sidewalks, the development shall not be required to install sidewalks.

Within major subdivisions, sidewalks shall be installed along at least one side of all proposed streets (public and private). Where resultant lots within major subdivisions utilize existing streets for access, sidewalks shall be required along such street.

Sidewalks shall be constructed according to the specifications of the City's Engineering Manual of Practice. Sidewalks shall be installed before a certificate of occupancy is issued for the adjoining lot.

8.8 Conservation Subdivisions

8.8.1 Purpose and Description

Conservation Subdivisions (CS) are a green development strategy that can support sustainable development in Hickory through the preservation of open space and natural areas. By providing design flexibility, CS strategically concentrates development on a subject site in order to protect sensitive and valuable open space, habitat, and other environmental resources. Successful implementation of CS strategies should result in the support and creation of contiguous open space throughout the city.

8.8.2 Minimum Design Standards (TA 14-01) (TA 21-01) (TA 22-01)

Conservation Subdivisions shall comply with the following requirements:

- (1) The minimum land area shall be equal to or greater than 10 acres in R-1 and R-2 districts and 5 acres in all other districts where single-family and two-family residential are permissible.
- (2) No lot or parcel, existing or created, as part of the conservation subdivision shall have access or be granted any form of access, with the exception of pedestrian walkways, to or from any street or roadway, existing or future, that was not constructed as part of the subdivision. All lots shall be accessed, vehicular or otherwise, only by new streets or roadways, public or private, constructed to the minimum standards of the City. Private alleys may also be utilized, as long as such are constructed in a manner satisfactory to the city.
- (3) All conservation, common open space, areas shall be contiguous to the maximum extent practical, or consist of several large areas. In no instance shall open space be part of an

subject site shall be a violation of this Land Development Code unless additional parking and loading spaces are provided to meet the minimum requirements of this section.

Damage or Destruction. When a conforming or nonconforming building or use is damaged by fire, collapse, explosion, or Act of God and is reconstructed, repaired, or rebuilt (subject to all applicable provisions of this Land Development Code), off-street parking and loading facilities need not be provided, except that any parking or loading spaces that existed at the time of damage or destruction shall be restored or continued in operation. In no case, however, shall it be necessary to restore or maintain parking or loading spaces in excess of the requirements in effect at the time the use or building is re-established.

Effect on Nonconforming Status. A use that was legally established shall not be deemed nonconforming solely as a result of providing fewer than the minimum number of off-street parking or loading spaces required by this section.

Joint Use. Off Street parking and loading facilities provided for one use shall not be considered as providing required parking or loading facilities for any other use, except as otherwise expressly allowed under the Shared Parking provisions of this section.

Off-Street Parking Exemptions (TA 18-01). Uses in the C-1 zoning district shall be exempt from the off-street parking requirements of Sec. 9.2.2.

9.2.2 Off-Street Parking Schedules (TA 14-01) (TA 21-01)

Schedule A. Off-street parking spaces shall be provided in accordance with the requirements of Schedule A. In lieu of complying with the standards of Schedule A, an applicant may request approval of an Alternative Parking Plan, pursuant to Sec. 9.2.7. In some cases, the applicable off-street parking space requirement in Schedule A refers to Schedule B. This schedule can be found following “Schedule A.”

Schedule A	
Use Categories	Minimum Parking
Residential Categories	
Group Living [1]	1 per 4 residents
Single Family Detached [1]	2 per unit
Single Family Attached [1]	2 per unit
Duplexes [1]	2 per unit
Manufactured Homes [1]	2 per unit
Multi-Family [1]	1.5 per unit
Nursing/Extended Care Facilities	0.2 per bed
Senior Housing	0.3 per unit
Commercial Categories	
Adult Business	3 per 1,000 sq. ft.
Amusement Facilities, Outdoor	Per Schedule B
Amusement Facilities, Indoor	3 per 1,000 sq. ft.
Major Event Entertainment	Per Schedule B
Marina	0.5 per slip
Mini-storage Facilities	1 per 100 storage units plus 1 per employee (no less than 4)
Office	2 per 1,000 sq. ft.
Retail Sales , Service and Fast Food Restaurants (unless otherwise listed)	3 per 1,000 sq. ft.
Furniture sales	2 per 1,000 sq. ft.
Restaurants and Drinking Establishments	8 per 1,000 sq. ft.
Health Clubs and Gyms	5 per 1,000 sq. ft.

Hotels and Motels	1 per rentable room
Meeting rooms and Places of Assembly	0.3 per seat
Theaters	0.25 per seat
Vehicle Repair	1 per 750 sq. ft. of floor area
Industrial Categories	
Industrial Service and Wholesale Sales	1 per 1,000 sq. ft.
Manufacturing and Production	0.6 per employee
Warehouse and Freight Movement	0.6 per employee
Waste-related, High Impact Use	Per Schedule B
Institutional Categories	
Basic Utilities	None
Colleges	Per Schedule B
Community Recreation Centers	2 per 1,000 sq. ft.
Cultural Facilities	2 per 1,000 sq. ft.
Daycare	2 per 1,000 sq. ft.
Elementary or Junior High School	0.25 per student
High School	0.3 per student
Medical Centers	Per Schedule B
Parks and Open Areas	Per Schedule B
Religious Institutions	0.2 per seat
Other Categories	
Agriculture	Per Schedule B
Aviation and Surface Passenger Terminals	Per Schedule B
Detention Facilities	Per Schedule B
Essential Public Facilities	Per Schedule B
Kennels	Per Schedule B
Mining	Per Schedule B
Railroad Yards	Per Schedule B
Wireless Communication Facilities	Per Schedule B

[1] Garages shall not be counted as required off-street parking spaces.

Schedule B. Schedule B uses have widely varying parking demands, making it difficult to specify a single requirement. The off-street parking requirement for such uses shall be established by the Planning Director based on estimates of parking demand, which may include recommendations of the Institute of Traffic Engineers (ITE), data collected from uses that are the same or comparable to the proposed use, or other relevant information. The Planning Director may require that the applicant submit a parking study that provides analysis and justification for the proposed number of spaces to be provided. Parking studies shall document the source of data used to develop the recommendations. The Planning Director shall review the submitted study along with any other traffic engineering and planning data that are appropriate and establish the off-street parking or loading requirements for the use proposed.

9.2.3 Off-Street Loading (TA 18-01)

Off-street loading space shall be provided for all non-residential uses that contain a gross floor area of 40,000 square feet, or greater.

Minimum Dimensions. Each loading space shall be at least twelve (12) feet wide by twenty-five (25) feet long, with at least fourteen (14) feet of overhead clearance. Each required loading space shall have adequate, unobstructed means for the ingress and egress of vehicles.

Waiver or Modification of Requirements. As part of the review and approval of a site plan, the Planning Director may waive or modify the requirements of this section upon finding that the use

Design and Layout. Required stacking spaces are subject to the following design and layout standards.

- (1) **Size.** Stacking spaces must be a minimum of 10 feet by 20 feet in size.
- (2) **Location.** Stacking spaces may not impede on or off-site traffic movements or movements into or out of off-street parking spaces.
- (3) **Design.** Stacking spaces must be separated from other internal driveways by raised medians if deemed necessary by the Planning Director for traffic movement and safety.

9.2.9 Off-Street Parking, Loading, and Vehicle Use Area Design Standards (TA 21-01)

General.

- (1) All off street parking, loading, and vehicle use areas shall be graded and drained so as to dispose of all surface water accumulated within the area, in accordance with the stormwater management standards contained herein and the design standards of the City of Hickory Engineering Division.
- (2) All off street parking, loading, and vehicle use areas shall be located solely on private property and shall not use public property or public right of way.
- (3) All off street parking, loading, and vehicle use areas shall be designed, marked and signed to provide safe and convenient circulation, in accordance with commonly accepted traffic engineering practices, and subject to the review and approval of the Planning Director in accordance with said practices.

Surfacing. Except for agricultural uses, all off street parking, loading and vehicle use areas shall be marked, signed and surfaced with asphalt or concrete pavement or an alternative approved by the Planning Director so as to provide a durable and dustless surface. In making a determination as to the suitability of a proposed alternative, the Planning Director shall find that such improvement:

- (1) Provides a safe and permanent surface, suitable for the quantity and quality of traffic expected to use it;
- (2) Provides a surface which will accept permanent delineation of parking spaces, aisles, access ways and maneuvering areas;
- (3) Provides a surface that will not contribute to subsidence erosion or sedimentation, either onsite or offsite, and
- (4) Provides a surface that meets the design standards of the Engineering Manual of Practice
- (5) Parking areas for single family and two family dwellings located within front yards shall not exceed 24 feet in width per dwelling unit.

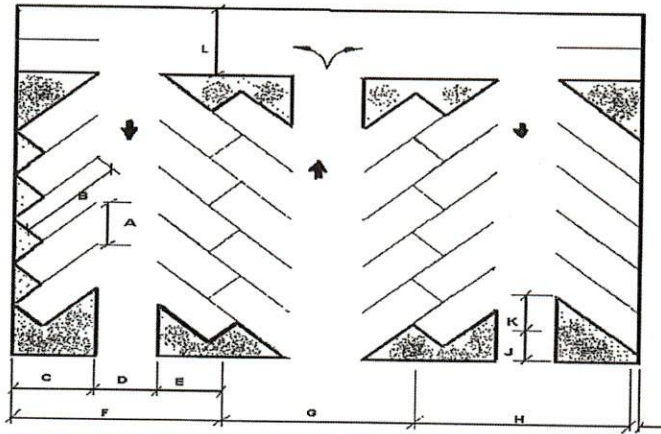
All driveways shall also be surfaced in the manner referenced above. Single-family residential driveways in excess of fifty (50) feet shall only be required to surface the first twenty-five (25) feet from the street providing access to the property.

Striping. All parking areas, except for stacked parking, must be striped and maintained in conformance with the parking dimension standards of the “Parking Space and Aisle Dimensions, except parking for single-family residences and duplexes, which is exempt from this requirement.

Parking Space and Aisle Dimensions. Off-street parking spaces and vehicle circulation areas shall be designed in accordance with the Engineering Manual of Practice. **following minimum standards:**

Dimensional Feature (all dimensions in feet)	Diagram	Parking Angle				
		0	45	60	75	90
Stall width (parallel to aisle)	A	9.0	12.7	10.4	9.3	9.0
Stall length	B	24.0	24.5	21.4	19.5	18.0
Stall length of line	C	9.0	17.0	18.5	19.0	18.0
Aisle width between stall lines	D	12.0	12.0	16.0	22.0	24.0

Stall depth, interlock	E	9.0	14.8	17.0	18.3	18.0
Module, wall to interlock	F	30.0	43.8	51.5	59.3	60.0
Module, interlocking	G	30.0	41.6	50.0	58.6	60.0
Module, interlock to curb face	H	30.0	41.8	49.4	56.9	58.0
Bumper overhang (typical)	I	0.0	1.5	1.8	2.0	2.0
Offset	J	—	6.3	2.7	0.5	0.0
Setback	K	24.0	11.0	8.3	5.0	0.0
Cross-aisle one-way	L	18.0	18.0	18.0	18.0	18.0
Cross-aisle, two-way	—	24.0	24.0	24.0	24.0	24.0



9.3 Street Access (TA 18-01)

Each lot shall have access to a public street through a portion of the lot, through an approved private street or through commonly owned property. If access is provided through commonly owned property and providing, such access way shall be at least 20 feet in width. A grandfathered lot of record to be used for one single family dwelling may be made accessible through an approved access easement, recorded in the office of the Register of Deeds, a minimum of 20 feet in width, which provides access to the lot from a public or approved private street. Access easements shall require approval for legal sufficiency by the Staff Attorney and approval by the Planning Director.

9.4 Intersection Visibility (Sight Triangle) (TA 21-01)

Intersection visibility shall be observed as outlined in the City’s Engineering Manual of Practice.

9.5 Access to Uses Not Allowed in Residential Zoning Districts

9.5.1 Access Limitation

Privately owned land located in a residential zoning district shall not be used for vehicular or pedestrian access to any use located in a nonresidential zoning district unless the use is allowed in the residential district through which access is to be taken. This limitation on access shall apply unless otherwise expressly provided in this section or otherwise authorized by this Land Development Code or other lawful regulations.

9.5.2 Alternative Access Allowed

Where provision does not exist for safe access for emergency and public service vehicles and such access is not reasonably feasible except through a residential zoning district, access reserved for and limited to such vehicles may be authorized by the Fire Marshal, subject to conditions and

9.9.2 Vibration

Vibration levels shall not exceed the following standards:

Maximum Peak Particle Velocity	
Steady State	0.02 Inches/Second
Impact	0.04 Inches/Second

The maximum particle velocity shall be the maximum displacement vector sums of 3 mutually perpendicular components, recorded simultaneously, and multiplied by the frequency in cycles per second. For purposes of this Land Development Code, steady state vibrations are vibrations that are continuous or vibrating in discrete impulses more frequent than 60.

9.10 Animal Keeping

9.10.1 Keeping of Large or Small Domestic Animals (TA 19-01)

Where Permitted. The keeping of large and small domestic animals is permitted outright only in the R-1 and IND zones.

Standards Applicable to Keeping of Large or Small Domestic Animals. The following ratios of area to animals apply:

- (1) Large domestic animals: Three animals per gross acre on irrigated land.
- (2) Large domestic animals: One animal per gross acre on non-irrigated land.
- (3) Small domestic animals: One animal per two thousand square feet of land.
- (4) **Animal Enclosure Setbacks.** No structure or enclosure for animals other than fencing or grazing land may be located less than fifty (50) feet from either the centerline of any street or from any adjoining lot.
- (5) Except as permitted within this section, the keeping of large domestic animals is strictly prohibited in R-2 zoning districts. Large domestic animals used for ground clearing and nuisance plant removal shall be allowed on a temporary basis upon the issuance of a temporary permit issued by the animal control administrator. All conditions specified in the City's General Code of Ordinances for animal care shall apply and no temporary permit be issued for longer than 14 days.

9.10.2 Keeping Household Pets

In all zones where dwelling units are allowed, small domestic animals are allowed to be kept as household pets. Up to an aggregate of 5 animals per dwelling unit is permitted. (Six or more dogs or cats constitute a kennel, and any number of large or small domestic animals that exceeds the allowed limits constitutes a zoo.) Small birds (canary, parakeet, etc.); small amphibian/reptile (turtle, lizard, etc.); rodent (rat, hamster, gerbil, etc.); and tropical fish and animals that are always housed entirely within the dwelling unit are excluded from the numerical limitations.

9.11 Fencing and Other Standards for Certain Utility Uses

All public utility uses involving dangerous apparatus shall be surrounded by a chain link fence at least eight (8) feet in height, shall be screened from view with evergreen trees or shrubs, shall observe a ten foot buffer, and shall meet the performance standards of Sec. 9.9.

9.12 Disposition of Cremated Remains

The disposition of cremated remains in a niche, columbarium or scattering garden is a permitted accessory use in connection with the operation of a religious institution, funeral parlor home and/or human cemetery.

Buffer Matrix. The type of buffer to be provided along the side and rear property lines is described below. The type of landscaping required varies depending upon the intensity of proposed use. In the case of mixed-use projects or vacant land the most intense use shall be used to determine the buffer type. Land use groups are determined below.

Proposed Use	Abutting Use Buffer Type					
	Single and Two Family	Multi-Family		Group 1	Group 2	Group 3
		2-6 UPA	7+ UPA			
Multi-Family (<6 UPA)	10					
Multi-Family (7+ UPA)	10	10				
Group 1 Use	10	10	10			
Group 2 Use	15	15	15	10		
Group 3 Use	30	30	30	30	15	

UPA = Dwelling Units per Acre

Land Use Groups (TA 19-01). Land uses shall be assigned to land use groups in accordance with the standards of this section. In the case of uses not listed, the Planning Director shall make a determination of the group appropriate for such uses. In reaching the determination, the Planning Director shall be guided by the requirements for similar uses having comparable impacts.

Land Use Groups	
Group 1	
Daycare	Parks and Playgrounds
Cemetery	Religious Institutions
Community Recreational Uses	Schools
Group 2	
Agriculture	Marina
Amusement Facilities	Medical Centers
Campgrounds and Recreation Vehicle Parks	Mini-storage Facilities
Day Shelter	Office and Personal Services
Drinking Establishment	Retail Sales and Service
Colleges	Shelter Facility
Commercial Parking	Vehicle Repair
Cultural Facilities	Wireless Communication Facilities
Food Pantry	
Public Facilities	
Group 3	
Airports	Manufacturing and Production
Adult Business	Mining
Detention Facilities	Open Storage, Principal Use
Industrial Service	Railroad Yards
Junkyards and Recycling Facilities	Warehouse and Freight Movement
Kennels	Waste Related
Major Event Entertainment	Wholesale Sales

9.13.6 Other Required Screening

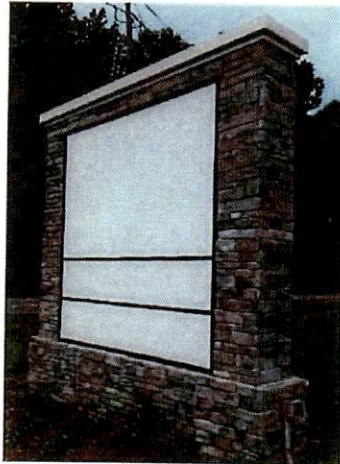
Screening of Open Storage. Permitted open storage areas, as a principal or accessory use, shall be screened from view of any major and/or minor transportation roadway as shown on the Hickory by

2. Residential development identification signs, shall not exceed 40 square feet in size and 8 feet in height. For nonresidential development identification signs, the standards of Sec.10.5.2 shall apply, provided that nonresidential subdivision name markers shall not exceed 60 square feet in area and 10 feet in height; and
3. Development identification signs in nonresidential districts may list individual occupants of the subdivision or project.

10.5.5 Campus and Shopping Center Directional Signage (TA 11-01)

Such signage shall be permitted when a site contains more than one tenant or principal building provided that the following criteria are met:

- The sign shall be placed at least 5 feet from any public right of way.
- Such signs shall not exceed sixteen (16) square feet in area and six (6) feet in height.
- Such signs may contain business names or logos with arrows or other directional information but shall not contain any commercial message.
- Such signs shall not be illuminated.



Sample Campus / Shopping Center Sign

10.6 Murals (TA 24-01)

All murals which are on public property or are visible from public property within the City of Hickory must receive prior permit approval from the Planning Director or his/her designee upon receiving recommendation of the Hickory Community Appearance Commission. The conservation and the maintenance of the mural will be the responsibility of the property owner. A mural that is permitted to deteriorate into a condition of disrepair shall constitute a public nuisance.

10.6.1 Purpose. This section furthers the following:

- (a) Encourages artistic expression.
- (b) Fosters a sense of pride.
- (c) Preserves existing murals that are a valued part of the City

10.6.2 Objectives. The mural regulations also promote public safety and welfare by regulating such displays in keeping with the following objectives:

- (a) That the design, construction, installation, repair and maintenance of such displays will not interfere with traffic safety or otherwise endanger public safety.
- (b) That the regulations will provide reasonable protection to the visual environment by controlling the size, height, spacing and location of such displays.
- (c) That the public will enjoy the aesthetic benefits of being able to view such displays in numbers and sizes that are reasonably and appropriately regulated without having to endure visual blight and traffic safety impacts.

10.6.3 Exclusion of Commercial Messaging. The City wishes to encourage the installation of murals and, at the same time, prevent the proliferation of off-site commercial signage. Therefore, the City's mural regulations exclude commercial advertising on murals. A mural permitted under this ordinance shall be a one-of-a-kind, hand applied on the exterior wall of a building that does not contain any commercial message. For definition purposes, a commercial message is any message that advertises a business conducted, services rendered, or goods produced or sold.

10.6.4 New Mural Registration. A new sign application permit shall be required for each new mural.

10.6.7 Nonconforming Murals. Any original art mural installed prior to the effective date of this section shall have legal nonconforming status and, notwithstanding any provision of this ordinance, will not require registration.

10.6.8 New Mural Requirements.

(a) Artist Requirements:

- (1) Surface preparation may include chemical treatments to remove chipping paint, mold and dirt.
- (2) The artist will be required to apply a protective coating once the mural is complete. The medium used must be durable and able to withstand minor wear and tear and harsh outdoor elements for at least ten years.
- (3) If the mural is to contain an artist signature or brand, it must be approved during approval of mural.
- (4) The mural will serve as a visual landmark and should be distinctive through use of design, color, etc. Only original art will be considered.

(b) Alterations to a permitted mural:

- (1) Alterations include any change to a permitted mural, including, but not limited to, any change to the image(s), materials, colors or size of the permitted mural.
- (2) Alteration does not include naturally occurring changes to the mural caused by exposure to the elements or the passage of time.
- (3) Minor changes to the permitted mural that result from the maintenance or repair of the mural shall not constitute an alteration. Such minor changes may include slight and unintended deviations from the original image, colors, or materials that occur when the permitted mural is repaired due to the passage of time or as a result of vandalism.

(c) Removal. A mural may be removed within the first four years of the date of registration under the following circumstances:

- (1) The structure or property is substantially remodeled or altered in a way that precludes continuance of the mural.
- (2) The property undergoes a change of use authorized by the Planning Dept. in the City of Hickory.

10.6.9 Historic Properties: Murals shall not be permitted on historic properties or structures.

12.1.6 Change of Tenancy or Ownership

The status of a nonconformity is not affected by changes of tenancy, ownership, or management.

12.1.7 Cost Estimates

In making determinations regarding replacement value, the Planning Director shall use the Dodge Reports, Marshall Swift, or their successors, as a basic reference.

12.2 Nonconforming Uses

12.2.1 Definition

A nonconforming use is a use that was legally established but which is no longer allowed by the use regulations of the zoning district in which it is located. A use that was legally established without a Special Use Permit shall not be deemed nonconforming solely because a Special Use Permit is now required for the subject use. Enlargement, replacement or modification of the subject use resulting in an expansion of more than 500 square feet of building area, the expansion of the site to include additional property or the addition of more than 20 parking stalls shall require approval of a Special Use Permit, just as if it were a new special use application.

12.2.2 Expansion

A nonconforming use shall not be enlarged or expanded unless one of the following conditions exists:

- (1) such expansion eliminates or reduces the nonconforming aspects of the situation;
- (2) the expansion is into a part of a building or other structure that was lawfully and manifestly designed or arranged for such use; or
- (3) the expansion is for a living space addition to a single dwelling unit.

Expansion for the sole purpose of providing off-street parking shall not be considered expansion of a nonconforming use.

12.2.3 Change of Use

A nonconforming use may not be changed to any use other than a use allowed in the zoning district in which it is located except as provided in this section. A nonconforming use can be changed to another similar or less intense nonconforming use with the approval of the Planning Commission. The Planning Commission shall find that the new use is no more intensive in character than the original nonconforming use. Such changes shall be treated in the same manner as special uses.

12.2.4 Relocation

A nonconforming use shall not be relocated in whole or in part to another location on the lot or parcel unless the movement or relocation eliminates or decreases the extent of nonconformity.

12.2.5 Loss of Legal Nonconformity Status

Abandonment. If a nonconforming use is abandoned, ceases or is discontinued for any reason for a period of more than 180 days, the use shall be considered abandoned. Once abandoned, the use's legal nonconforming status shall be lost and reestablishment of the use shall be prohibited. Evidence of abandonment shall include but not be limited to: cessation or discontinuance of the particular use, disconnection of water service to the property, disconnection of electric service to the property, failure to pay property taxes or failure to maintain the property. Any subsequent use of the property shall comply with the regulations of the zoning district in which it is located.

Single Family Dwellings and Duplexes (TA 11-01, TA 18-01)(TA 23-02). Any nonconforming single-family dwelling, manufactured home or duplex, may be altered, repaired, enlarged or replaced, provided that the altered or replaced structure meets the dimensional requirements of the

Land Development Code. Manufactured homes may only be altered or replaced if such alteration or replacement unit is in conformance with Section 6.2.13 of this Land Development Code.

12.2.6 Accessory Uses and Structures

No use or structure that is accessory to a principal nonconforming use or structure shall continue after such principal use or structure shall have ceased or terminated, unless it complies with all regulations of this Land Development Code.

12.3 Nonconforming Structures

12.3.1 Definition

A nonconforming structure is any building or structure, other than a sign, that was legally established but which no longer complies with the Intensity, Dimensional and Design Standards of Land Development Code. Nonconforming structures may remain, subject to the regulations of this section.

12.3.2 Structural Changes (TA 19-01)

Structural changes, including enlargements, shall be permitted if the structural change does not increase the extent of nonconformity. When a structure is nonconforming because it encroaches into a required setback, this provision shall be interpreted as allowing other portions of the structure to be expanded out to the extent of the existing encroachment, as long as there is no greater reduction of required setbacks. See Figure 12-1.

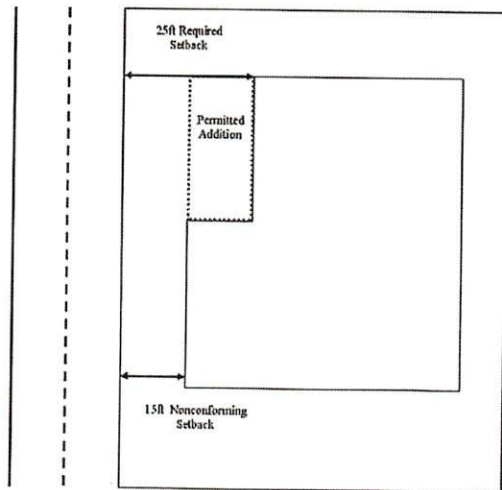


Figure 12-1 – Structural Changes to Nonconforming Structures

12.3.3 Use

A nonconforming structure may be used for any use allowed in the underlying zoning district.

12.3.4 Relocation

A nonconforming structure may be relocated in whole or in part to another location on the subject parcel if the movement or relocation decreases or eliminates the nonconformity.

12.3.5 Loss of Nonconforming Status; Damage or Destruction

If a nonconforming structure is damaged or destroyed to the extent of more than 50 percent of the assessed taxable value of the structure immediately prior to damage, the nonconforming structure shall not be restored unless it is in full compliance with all applicable provisions of this Land Development Code. If a nonconforming structure is damaged by 50 percent or less of its assessed

the sign shall be deemed abandoned and shall be removed or brought into compliance by the sign owner, property owner, or other party having control over such sign within 180 days after the use has ceased operation or the service of commodity has ceased being offered.

12.6 Other Nonconformities

12.6.1 Examples

The types of other nonconformities to which this section applies include but are not necessarily limited to: fence height or location; lack of required buffers or screening; lack of or inadequate landscaping; lack of or inadequate off-street parking or loading spaces; and other nonconformities not involving structural aspects of a building, location of a building on a lot, lot dimensions or land or building use.

12.6.2 Increase prohibited

It shall be the intent of this Land Development Code to encourage the reduction of these other types of non-conformities to the maximum extent feasible as buildings, lots or parking areas are redeveloped, expanded or a change of use occurs. Parking areas that do not comply with the landscape requirements of this Land Development Code shall be brought into compliance as required Sec. 9.13 when buildings are expanded, redeveloped or a change of use occurs as provided herein. This shall also apply to lack of buffering and screening as required in Article 9 of this Land Development Code. The extent of such other nonconformities shall not be increased, and no use, building, structure or signs shall be established, expanded, altered, changed or relocated in such a manner to increase the degree of such other nonconformity.

12.6.3 Operational Performance Standards

Uses established prior to the effective date of this ordinance, that are found to violate the operational performance standards contained in Sec. 9.9 shall be required to make reasonable modifications to bring the use of the property into compliance with the standards contained in Sec. 9.9. Such modifications may include, but shall not be limited to, installation of screening, walls or buffering, installation of noise reduction equipment such as mufflers, replacing lighting fixtures or changes in manufacturing process or use of the property that does not unreasonably interfere with the operations of the facility. No violation shall be prosecuted under this code where modifications have been made as part of a good-faith attempt to comply with Sec. 9.9 and which result in measurable reductions in the extent of the violation and the operational performance standards continue to exceed the standards of Sec. 9.9.

Upgrade/Expansion. Prior to issuance of a building permit for any upgrade in equipment or expansion of the facility in violation, the property owner shall certify to the Planning Director that the proposed change will not result in an increase in the nonconformity of the property with respect to the operational performance standards. If the property that has been found in violation of Sec. 9.9 is proposed to be expanded or renovated where such expansion or renovation will increase the taxable value by more than 50 percent over the assessed taxable value, the entire structure or operation shall be brought into compliance with all provisions of Sec. 9.9.

Damaged/Destroyed. If a property that has been found in violation of Sec. 9.9 is damaged or destroyed to the extent of more than 50 percent of the assessed taxable value of the structure immediately prior to damage, the nonconforming structure shall not be restored unless it is in full compliance with all applicable provisions of this Land Development Code.

	Permit, and authorizing occupancy of a building, structure or land. It may either be a separate document or part of the normal documents associated with a Certificate of Occupancy, Occupational License, Building Permit, or the like.
Change of Use	The change of activities on a parcel or within a building(s) from one use to another, such uses are outlined within Article 6 of this ordinance.
Collocation	The installation of new wireless facilities on previously approved structures including towers, buildings, utility poles, and water tanks.
College	Institutions of higher learning, which offer courses of general or specialized study leading to a degree. Colleges tend to be in campus-like settings or on multiple blocks. Accessory uses include offices, housing for students, food service, laboratories, health and sports facilities, theaters, meeting areas, parking, maintenance facilities and bookstores. Examples include universities, liberal arts colleges, and community colleges. Trade schools are classified as Retail Sales and Service.
Commercial Parking	Parking facilities that are not accessory to a specific use. A fee may or may not be charged. A facility that provides both accessory parking for a specific use and regular fee parking for people not connected to the use is also classified as a Commercial Parking facility. Examples include short and long term fee parking facilities, commercial district shared parking lots, commercial shuttle parking and mixed parking lots (partially for a specific use, partly for rent to others). Parking facilities that are accessory to a use, but which charge the public to park for occasional events nearby, are not considered Commercial Parking facilities. Public transit park-and-ride facilities and publicly owned parking lots/decks are classified as Basic Utilities.
Commercial Vehicle	Any vehicle or trailer licensed by any state of the United States, Mexico, or province or territory of Canada other than domestic vehicles, as defined in this Land Development Code, or over one ton in weight or 20 feet in length.
Community Recreational Centers	Privately or publicly owned community centers, recreation clubs, such as boys and girls clubs, golf clubs, swimming clubs, tennis clubs, country clubs similar facilities that are not accessory to a residential development, park, or school.
Conditional Use	See Special Use.
Cultural Facility	The use of land, buildings, or structures to provide educational and informational services to the general public including, but not limited to, aquariums, arboreta, botanical and zoological gardens, art galleries, museums and libraries.
Container and Non-Traditional Dwelling	Dwellings constructed under NC Residential Building Code utilizing shipping containers, storage sheds, and similar structures not traditionally used for residential dwellings. This definition shall also include dwellings commonly referred to as tiny homes.

	floor area are garages, carports, screened porches, covered decks, open terraces, patios, atriums, balconies, breezeways and outside open space devoted to commercial and service uses. Also not included are tool sheds, special purpose areas for common use (for instance, recreation and social rooms) and open basement areas not used for habitation.
Floor Area Ratio, Maximum Permitted	The floor area ratio permitted as of right in the several districts, excluding any bonus or transferred floor area.
Floor Area Ratio (FAR)	The ratio of permitted floor area to the gross land area of the lot.
Food Pantry	An establishment that primarily distributes food to indigent, needy, homeless, or transient persons; but may also distribute non-food items for human consumption but not consumption on premises.
Food Truck and Trailer	A motor vehicle or trailer towed by another vehicle, designed and equipped to sell food and/or beverages directly to consumers. It does not include wholesale food distributors. The vendor physically reports to and operates from an off-site kitchen for servicing, restocking, and maintenance.
Food Truck and Trailer Court	An improved property where two or more transient food trucks or trailers are located, Such properties provide locations for food trucks and trailers to conduct business. This definition shall apply to any property where two or more food trucks or trailers are located.
Fraternity or Sorority Houses	See Group Living Facility.
Front of lot	On interior lots, the front of a lot shall be construed as the portion nearest the street. On corner lots and through lots, the frontage of a lot shall be specified in writing by the property owner at the time of application for an initial building permit. On through lots in commercial districts, a property owner may specify an interior lot line for the establishment of frontage and the front setback provided that proper vehicular access to the specified frontage can be secured.
Frontage Line	Any lot line that abuts a public street or sidewalk. A corner lot has two frontage lines.
Golf Course	A tract of land laid out with a course having nine or more holes for playing the game of golf, including any accessory clubhouse, driving range, office, restaurant, concession stand, picnic tables, pro shop, maintenance building, restroom facility, or similar accessory use or structure. This term shall not include miniature golf courses as a principal or accessory use, nor shall it include driving ranges not accessory to a golf course.
Ground Floor	The exterior portion of a building that extends up to nine (9) feet above finished grade. (TA 11-01)
Group Living Facility	The residential occupancy of a structure by a group of people who do not meet the characteristics of Residential Household

	a court order have the same effect as violations of this Land Development Code, if undertaken privately.
Nude Model Studio	Means any place where a person who appears semi-nude, in a state of nudity, or who displays "specified anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed, filmed or similarly depicted by other persons who pay money or any form of consideration. Nude Model Studio shall not include a proprietary school licensed by the State of North Carolina or a college, junior college or university supported entirely or in part by public taxation; a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or in part by taxation; or in a structure: <ul style="list-style-type: none"> (a) that has no sign visible from the exterior of the structure and no other advertising that indicates a nude or semi-nude person is available for viewing; and (b) where in order to participate in a class, a student must enroll at least three days in advance of the class; and (c) where no more than one nude or semi-nude model is on the premises at any one time.
Nursing/Extended Care Facility	Any facility which provides nursing services as defined in the North Carolina General Statutes Annotated. Facility means any institution, building, residence, private home or other place, whether operated for profit or not, including those places operated by a county or municipality, which undertakes through its ownership or management to provide nursing care, personal care or custodial care for persons not related to the owner or manager by blood or marriage, who for reason of illness, physical infirmity or advanced age require such services. This term shall not include any place providing care and treatment primarily for the acutely ill.
Off-Premises	Not located on the same lot with the principal use or structure.
Open Space	Open space is the total horizontal area of uncovered open space plus one-half the total horizontal area of covered open space subject to limitations set forth below. (a) Uncovered open space is total gross residential land area not covered by buildings plus open exterior balconies and roof areas improved as recreation space. (b) Covered open space is usable open space closed to the sky, but having two clear unobstructed open or partially open sides. Partially open is construed as 50 percent open or more. Examples of covered open space areas are covered balconies, covered portions or improved roof areas, or spaces under buildings supported on columns or posts on cantilevers. The square footage countable as covered open space shall not exceed the square footage of the open sides.
Open Storage	Open Storage shall mean the storage outside of a building, or within buildings with less than three sides, of materials, stuff, supplies, merchandise, equipment, non-motorized commercial vehicles and like items, but excluding junk on a property. The following open storage uses are exempt from the regulations

ORDINANCE NO. _____**AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING ARTICLES 2, 3, 4, 6, 7, 8, 9, 10, 12 AND 14 OF THE HICKORY LAND DEVELOPMENT CODE.**

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

WHEREAS, the City of Hickory has reviewed its Land Development Code in light of the Hickory by Choice 2030 Comprehensive Plan and the North Carolina General Statutes and found the amendments shown in EXHIBIT A are necessary to maintain the relevancy of said plan and to remain compliant with state statutes; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed amendments during a public hearing on July 24, 2024 and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires findings the proposed amendments are in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare, and comply with applicable state statutes; and

WHEREAS, the City Council has found Text Amendment 24-01 to be in conformance with the Hickory by Choice 2030 Comprehensive Plan,

NOW, THEREFORE, BE IT ORDAINED by the City Council of Hickory, North Carolina, THAT THE PROPOSED AMENDMENTS TO THE HICKORY LAND DEVELOPMENT CODE AS DESCRIBED IN EXHIBIT A are approved.

SECTION 1. Findings of Consistency and Reasonableness.

- a) Whether the proposed amendment corrects an error or inconsistency in the Land Development Code or meets the challenge of a changing condition.

The amendments reflect updates found necessary ensure the continued relevancy of the Hickory by Choice 2030 Comprehensive Plan.

- b) Whether the proposed amendment is consistent with the Hickory by Choice Comprehensive Land Use and Transportation Plan, and the stated purpose of the Land Development Code.

The proposed amendments work to further implement the Hickory by Choice 2030 Comprehensive Plan.

- c) Whether the proposed amendments will protect the public health, safety and general welfare.

The amendments further the City's efforts to protect the health, safety, and general welfare of the public.

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

SECTION 3. Technical Corrections. City Staff is authorized to correct any typographical, cross-reference, numbering, formatting, or other errors which may hereafter be discovered and to publish or distribute correction sheets as may be necessary. This section shall not be construed as authorizing City Staff to make any substantive changes to the provisions of the code without presenting the same to Council for consideration and approval as required by law.

Based upon these findings, the Hickory City Council has found Text Amendment 24-01 to be reasonable and consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

ORDAINED by the City Council of Hickory, North Carolina, this, the ____ day of _____, 2024.

(SEAL)

THE CITY OF HICKORY, a
North Carolina Municipal Corporation

Attest:

By: _____
Hank Guess, Mayor

Debbie D. Miller, City Clerk

Approved as to form this ____ day of _____, 2024.

Attorney for the City of Hickory

COUNCIL AGENDA MEMOS

To: City Manager’s Office
From: David Leonetti, Business and Community Development Manager
Contact Person: Dave Leonetti, Business and Community Development Manager
Date: July 16, 2024
Re: Approval of Creating Outdoor Recreation Economies Strategic Plan

REQUEST

Staff requests that the City Council approve the Creating Outdoor Recreation Economies Strategic Plan developed with assistance from the NC Department of Commerce

BACKGROUND

The Creating Outdoor Recreation Economies (CORE) program is being offered by the NC Department of Commerce and funded by the American Rescue Plan. The goal of the program is to assist communities in North Carolina to leverage outdoor recreation to spur economic investment in their communities. In fall 2022, the City submitted a letter of interest in the program and was selected to receive technical assistance in the development of a strategic plan. The City Council approved a Memorandum of Understanding with the NC Department of Commerce in Summer 2023 to develop the plan.

ANALYSIS

Staff has worked with NC Department of Commerce staff to develop the plan. The planning process is described in the document and included several meetings with a steering committee of stakeholders in the public and private sectors. The process also included several interviews with key stakeholders in the community. Given the Hickory region’s strong manufacturing base and presence of companies working in the outdoor gear manufacturing space along with resources such as the Manufacturing Solutions Center and Carolina Textile District, the plan is focused on positioning the region to leverage growth of the outdoor gear manufacturing and retail businesses and promote Hickory as a location for businesses in this sector to grow and/or develop in hickory.

The plan provides a vision for outdoor related business development along with a roadmap and action items for the City to leverage its position and location in proximity to promote growth in this business sector.

RECOMMENDATION

Staff recommends that City Council approve the Creating Outdoor Recreation Economies Strategic Plan.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

David Leonetti

Initiating Department Head

Rodney Miller
Asst. City Manager Rodney Miller

7/16/24

Date

7/31/24
Date

Deputy City Attorney, A. Dula

Pat Beasley
Asst. City Manager, R. Beasley

Date

7/30/24
Date

Kari Dunlap
Finance Officer, Kari Dunlap

7/31/24
Date

Cameron McHargue
Deputy Finance Officer,
Cameron McHargue

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Date

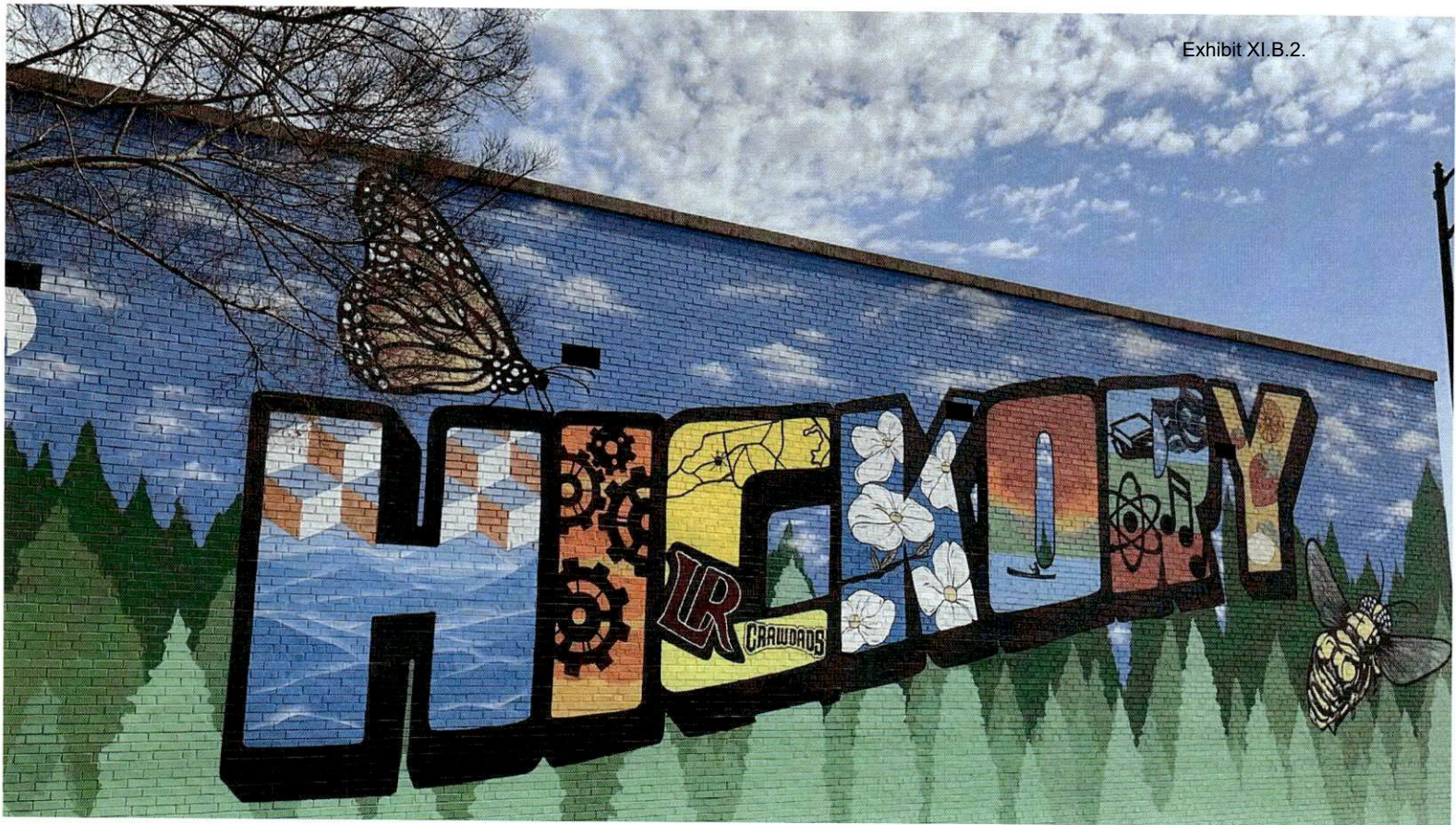
Yaidee Fox
Asst. City Manager Yaidee Fox

7/30/24
Date

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

W. Wood
City Manager, W. Wood

8/1/24
Date



HICKORY

CREATING OUTDOOR RECREATION ECONOMIES

STRATEGIC PLAN

2024-2029



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Acknowledgements

The Creating Outdoor Recreation Economies (CORE) program is made possible by a U.S. Economic Development Administration State Tourism Grant which awarded \$6 Million to the State of North Carolina's Supporting and Strengthening Resiliency in North Carolina's Travel, Tourism, and Outdoor Recreation Sectors Initiative. As a component of this Initiative, the North Carolina Department of Commerce's Rural Economic Development Division (REDD) developed the CORE program. The CORE program offers strategic planning and technical assistance to help rural communities leverage North Carolina's abundant outdoor recreation assets to bolster local economic vitality.

The REDD announced the technical assistance program offering Outdoor Recreation Economy Strategic Planning and Asset Development services in late 2022. Communities from across the state applied to engage with strategic planning services and 34 local governments were accepted to participate. Main Street & Rural Planning (MS&RP) staff, who is responsible for facilitating strategic economic development planning and implementation services, worked with local government staff to communicate the goals of the program, identify local opportunities, and assemble a planning work group.



**NC DEPARTMENT
of COMMERCE**
**RURAL ECONOMIC
DEVELOPMENT**



This plan was prepared by the North Carolina Department of Commerce, Rural Planning Program, using Federal funds under award 04-79-07689 from the Economic Development Administration, U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Economic Development Administration or the U.S. Department of Commerce.

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Charlotte Williams, Councilwoman - Ward 2
Danny Seaver, Councilman - Ward 3
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Warren Wood - City Manager

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Accepted/Adopted:

Hickory City Council

Executive Summary

Through CORE, the City of Hickory collaborated with the N.C. Department of Commerce, Rural Economic Development Division staff members and local stakeholders through a strategic planning process to identify and develop outdoor recreation assets that present economic growth opportunities. Strategy development focused on leveraging outdoor recreation assets to increase tourism, encourage small business development, enhance quality of life for residents, plan for outdoor recreation assets and infrastructure development, and position communities to grow and attract outdoor gear manufacturing industries. The planning process was tailored to meet the specific needs, goals, and opportunities that local stakeholders identified.

The plan proposes strategies, goals, objectives, and actions that Hickory can take to increase economic vitality by leveraging outdoor recreation. For the purposes of this strategic planning program outdoor recreation is defined as all recreational activities undertaken for leisure that occur outdoors, with an emphasis on those activities that involve some level of intentional physical exertion and occur in nature-based environments. Furthermore, other community assets and economic institutions that benefit from or complement the outdoor recreation economy are addressed in the plan.

Background

There is a long tradition of outdoor recreation in North Carolina. From the mountains to the coast and everywhere in between there are incredible landscapes and unique places to pursue a wide variety of outdoor recreation activities. Participation in these activities generates a large economic impact. In recent years statistics show that participation in outdoor recreation is increasing, particularly in the wake of COVID-19. Continued growth in participation leads to the opportunity for the increased economic impact of outdoor recreation, particularly in rural locations where many of the state's outdoor recreation assets are located. Also, there is great potential to expose and engage people that have historically not participated in outdoor recreation activities at the same rate as others. It is important for all individuals to have the opportunity and access to enjoy recreational pursuits, and to have an opportunity to benefit economically from outdoor recreation. These factors, combined with other on-going outdoor recreation initiatives across the state, make it an ideal time to think critically about how this sector can continue to be leveraged to benefit local economies.

Economic Impact

Outdoor recreation activity and associated expenditures generate a large economic impact. This is a broad economic sector that comprises a diverse range of industries including

manufacturing, retail, arts, entertainment and recreation, as well as many supporting activities such as construction, travel and tourism, accommodation and food service, and many more.

According to the U.S. Department of Commerce Bureau of Economic Analysis' Outdoor Recreation Satellite Account, nationwide, in 2022, the outdoor recreation economy represented \$563.7 billion in current-dollar gross domestic product (GDP), or 2.2 percent of the United States' total GDP. The outdoor recreation sector of the economy is growing at a faster rate than the overall economy. "Inflation-adjusted ("real") GDP for the outdoor recreation economy increased 4.8 percent in 2022, compared with a 1.9 percent increase for the overall U.S. economy, reflecting a deceleration from the increase in outdoor recreation of 22.7 percent in 2021. Real gross output for the outdoor recreation economy increased 7.5 percent, while outdoor recreation compensation increased 9.1 percent, and employment increased 7.4 percent (national table 9)." Employment in the outdoor recreation industry increased in all 50 states during 2022.

At the state level, outdoor recreation contributed \$14.5 billion in total value-added economic impact to North Carolina's GDP. North Carolina ranked as the 11th highest state in "Value-Added Outdoor Recreation in Total outdoor recreation activities" in 2022. This includes employment for over 146,000 individuals that resulted in over \$6.8 billion in total compensation. Employment in key industries within the outdoor recreation sector includes over 7,600 in manufacturing, 51,000 in retail, 27,000 in accommodation and food service, and over 29,000 in arts, entertainment, and recreation.¹

Outdoor Recreation Participation

According to the 2022 Outdoor Industry Association 'Outdoor Participation Trends Report', "outdoor participation continues to grow at record levels. More than half (54%) of Americans ages 6 and over participated in at least one outdoor activity in 2021, and the outdoor recreation participant base grew 2.2% in 2021 to 164.2M participants. This growing number of outdoor participants, however, did not fundamentally alter long-term declines in high frequency or 'core' outdoor participation."²

Studies show that approximately 56% of North Carolinians participate in some form of outdoor recreation each year.³ This includes more than 22.8 million visitors to North Carolina state parks in 2021 — three million more than any other year on record. Many parks, national

¹ U.S. Department of Commerce, Bureau of Economic Analysis. Outdoor Recreation Satellite Account, U.S. and States, 2022. <https://www.bea.gov/data/special-topics/outdoor-recreation>

² Outdoor Industry Association. 2022 Outdoor Participation Trends Report. <https://outdoorindustry.org/resource/2022-outdoor-participation-trends-report/>

³ The Citizen-Times. North Carolina outdoor recreation is a \$28 billion industry, poised for further growth. October 11th, 2019. <https://www.citizen-times.com/story/news/2019/10/11/outdoor-economy-conference-asheville-highlights-28-billion-industry/3923846002/>

forests, and other public recreation areas report increased visitation as well. These numbers represent a solid base of individuals participating in outdoor recreation and contributing to associated economic activity. But there is still room to engage more individuals and continue to increase participation in outdoor recreation, particularly among populations that have not historically participated in outdoor recreation at levels comparable to others. Also, people increasingly want outdoor recreation opportunities that are convenient to where they live so they can participate on a regular basis without the need to travel long distances.^{4 5}

Setting

The City of Hickory (population 43,490)⁶ is located in western Catawba County along Interstate 40 and US 321. The city is in close proximity to several neighboring towns within Catawba County including Conover, Long View, and Newton, as well as Bethlehem in Alexander County, approximately 22 miles from Morganton, 28 miles to Statesville, and within an easy drive of several regional cities including Asheville and Charlotte. Hickory is bordered by Lake Hickory to the north and west.

Locally, there are many destinations for residents and visitors alike to engage in outdoor recreation. This includes the Hickory Trail, a centerpiece of the city that will transform the community by providing a 10-mile cross city trail improving bicycle and pedestrian safety while connecting popular destinations and amenities including downtown, the Riverwalk, the Aviation Walk, Historic Ridgeview, and the OLLE Arts District when complete. Lake Hickory offers a plethora of recreational opportunities including paddle sports, motorboating, fishing and more. Lake Hickory Trails offer over 5 miles of professionally designed mountain bike trails, with both beginner and intermediate loops, as well as a skills park and pump track. The City of Hickory's park system boasts 27 individual parks for all to enjoy, in addition to numerous parks



⁴ Headwaters Economics. Recreation Counties Attracting New Residents and Higher Incomes.

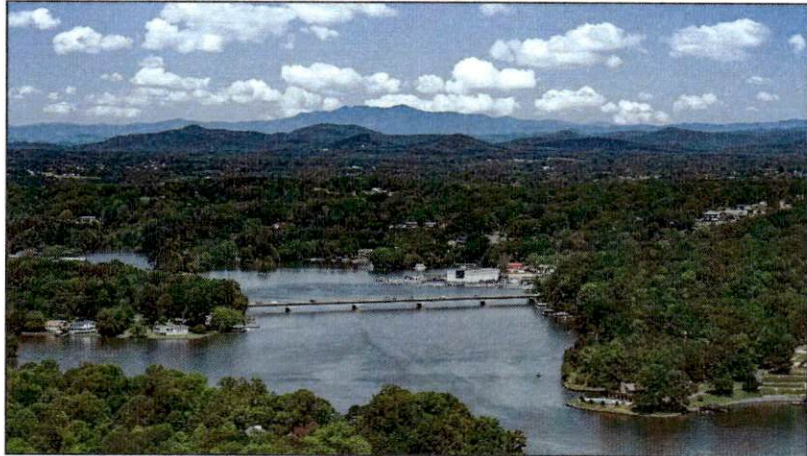
<https://headwaterseconomics.org/economic-development/trends-performance/recreation-counties-attract/>

⁵ Outdoor Foundation. 2022 Outdoor Participation Trends Report. <https://outdoorindustry.org/wp-content/uploads/2023/03/2022-Outdoor-Participation-Trends-Report.pdf>

⁶ US Census Bureau. 2020 Census. <https://www.census.gov/programs-surveys/decennial-census/decade/2020/2020-census-main.html>

and recreational opportunities nearby in Catawba County. Two regional trails systems, the Carolina Thread Trail and the Wilderness Gateway State Trail, will pass through Hickory to connect the city to an extended network of trails and attract visitors.

The City's proximity to many world-class outdoor recreation attractions makes it a great base from which to explore. Both Lake James State Park and South Mountain State Park are a 40-minute drive. Trailheads within Pisgah National Forest can be reached from Hickory within a one-hour drive. NC



Wildlife Resource Commission Public Mountain Trout Waters, including Hatchery Supported streams, can also be accessed within a one-hour drive. Many other recreational opportunities offering access to a great variety of outdoor activities exist within a convenient day trip distance from the City of Hickory.

The business and industrial base in and around Hickory is strong. Hickory serves as the economic hub for a multi-county region and well-connected transportation networks facilitate the economic activity in the area. "While manufacturing remains a large component of the local and regional economy, diversification has taken a larger role, with the growth and expansion of retail and service-based industries."⁷

As of February 2024, Catawba County has a labor force of 78,886.⁸ Alexander, Burke, Caldwell and Catawba Counties, served by the Western Piedmont Workforce Development Board, have a labor force of 174,836 as of March 2024.⁹ Of these workers approximately 17,500 commute into Catawba County for employment from the other 3 neighboring counties.¹⁰ Overall, approximately 43,000 workers commute into Catawba County for employment.¹¹

As of Q3 of 2023, 27.4% of Catawba County jobs are within the manufacturing sector. This compares with 11% statewide at the same time period, marking a high concentration of

⁷ Hickory by Choice 2030 Comprehensive Plan. Pg. 6.1. <https://www.hickorync.gov/planning-documents>

⁸ NC Department of Commerce, LEAD. February 2024. Catawba County. Local Area Unemployment Statistics, Not Seasonable Adjusted

⁹ NC Department of Commerce, LEAD. March 2024. Western Piedmont WDB. Local Area Unemployment Statistics (LAUS), Not Seasonally Adjusted.

¹⁰ Western Piedmont Council of Government. 2019 Hickory MSA Job Flows. <https://www.wpcog.org/regional-data>

¹¹ Catawba County. 2021. US Census Bureau, Center for Economic Studies, LEHD, private primary jobs

manufacturing in the area.¹² Manufacturing in Catawba County provides a relatively high average wage compared to other sectors, particularly based on the number of positions available¹³. Other high wage sectors include information, construction, financial activities, education and health services, and professional and business services.

Existing Plan Review

In an effort to complement and build upon subsequent community planning efforts, staff assembled and reviewed other relevant plans and documents. This review provides valuable insight and helps avoid duplication or contradictions of past planning proposals. The following documents were reviewed and considered during the CORE planning process.

Western Piedmont Council of Governments Community Economic Development Strategy (CEDS)

Hickory is located within the Western Piedmont Council of Governments (WPCOG) Economic Development District (EDD). The WPCOG *CEDS*' is a document that intends to help guide the region "as it becomes more vibrant, healthy, and prosperous over the next 5 years." Outdoor recreation-based economic development is a key component for advancing each of these goals.

Numerous strategies outlined in the *CEDS* are supported by objectives of this plan including:

- Infrastructure Strategies: Strategy 1 – "Improve and expand the bicycle and pedestrian network in the region to include greenway opportunities adjacent to existing, connecting to, or creating a connection to economic opportunities."
- Infrastructure Strategies: Strategy 5 – includes language that directs member governments to "support the outdoor economy" in addition to corresponding and complementary environmental goals.
- Community Life Strategies: Strategy 7 – "Develop methods to encourage relocation to the region" with subsequent actions to "promote the region as an ideal location to live."

The WPCOG *CEDS* outlines that "...an opportunity and challenge exists to target and attract new members of this age group through our marketing and branding efforts. Strategies described in this portion of the *CEDS* intend to build upon the region's efforts to convene a regional marketing task force, develop a regional marketing approach, and identify and promote regional attractions, events, and natural resources that appeal to younger age groups." This language aligns directly with this plan's workforce development marketing and promotion strategies. The *CEDS* also emphasizes that economic development is directly correlated to

¹² Quarterly Census of Employment and Wages - Bureau of Labor Statistics. Q3 2023

¹³ Bureau of Labor Statistics. Quarterly Census of Employment and Wages Private, High-Level Industries, Catawba County, North Carolina. All establishment sizes. Q3 2023.

“enhancing community life”. The quality-of-life enhancement objectives in this plan directly align with the *CEDS*.

Hickory By Choice 2030 Comprehensive Plan

The *Hickory By Choice 2030 Comprehensive Plan* is a document that seeks to address how the City of Hickory will serve “the long-range health, safety and welfare of the community” and outline steps “addressing those concerns, and to achieving, through opportunities that growth may bring, improvements residents have long hoped to make.” Many components of this plan involve outdoor recreation and address economic development concerns. This includes input on future land use decisions, transportation needs, economic development goals, public facilities, the environment, parks and recreation, community health and more. The CORE plan builds upon the *Hickory By Choice* planning effort, and uses the same economic development goals in an effort to encourage uniformity between the two plans.

Comprehensive Parks, Recreation, & Sports Tourism Master Plan: 2023 – 2033



The *Comprehensive Parks, Recreation, & Sports Tourism Master Plan* seeks to guide decision making about investment and programming for parks and recreation in the City of Hickory over the next decade. The plan emphasized public input to determine recommendations which advocate for improvements to existing facilities as a priority, situates the

department to secure grant funding, remaining on par with peer communities, and using data driven decision-making. The outcomes of the plan include the goal to advocate for “increasing focus on natural assets and education,” improving “communication of existing assets”, and emphasizing “equitable and inclusive access to recreation”, all of which align with the goals of the Hickory CORE plan.

Certain recommendation of this plan that most closely align with goals, objectives, and actions of the CORE plan include:

- Developing marketing and communications plans that promote the assets of the city
- Market to niche interests
- Orient community to current water-based recreation and private opportunities and promote use. This includes emphasizing proximity to nearby Lake Hickory Access
- Introduce nature based programming
- Seek partnerships that promote natural education, environmental stewardship and sustainability
- Increase walkability and bikeable footprint of city through prioritization of the Walk. Bike. Hickory Pedestrian + Bicycle Plan
- Emphasize Hickory Trail as key to community connectivity

The Hickory CORE plan supports the *Comprehensive Parks, Recreation, & Sports Tourism Master Plan* and encourages continuing activities that increase the opportunity for residents, visitors, and businesses to participate in outdoor recreation.

Several other relevant plans were consulted throughout the planning process including the Catawba County Chamber Foundation's *Catawba County Talent Profile*, Hickory Downtown Development Association's *Downtown Economic Development Implementation Plan – 2022*, Carolina Thread Trail *Master Plan for Catawba Communities*, and the *Wilderness Gateway State Trail Plan*.

Planning Process

Under the REDD, MS&RP Center staff facilitates the CORE strategic planning process with participation from the local government and an established local work group. This work group is comprised of individuals who have a vested interest in leveraging outdoor recreation to enhance economic development. The planning process employs established planning methods including presenting economic and associated data, asset mapping, economic driver identification, SWOT analysis, local work group discussions, and more.

The planning process was tailored to meet the specific needs, goals, and opportunities that local stakeholders identified.



Situational Analysis

The MS&RP staff began the planning process by having conversations with town leaders to convey the intent of the CORE program and receive feedback on the overarching goals and expectations of what the town hopes to achieve through this strategic planning process. A site tour was hosted so that MS&RP staff could have a better understanding of local recreational and economic assets. A questionnaire was developed to obtain feedback from the local planning committee prior to the formal work group meetings. The intent of this questionnaire was to obtain more detailed information on local assets, potential opportunities, and a better understanding of local priorities. As indicated above, a review of existing planning documents was also performed.

Local Work Group Establishment and Involvement

The local work group was assembled by the local government's lead contact and included individuals with a vested stake in the Hickory community. These individuals included local government staff, business leaders, business support resource providers, economic development professionals, Economic Development District staff, and individuals involved on statewide outdoor recreation committees. These individuals provided local knowledge, input via questionnaires and topical discussion, and helped to shape the vision, strategies, goals, and actions outlined in this plan. As with any plan, these work group members will be essential participants in following through after the planning process to begin addressing goals and objectives outlined in this plan and are critical to achieving the potential for economic impact outlined in these strategies.

Economic Positioning Statement Development

Based on the findings and discussions throughout the planning process, the local planning committee drafted an economic positioning statement for the City of Hickory's CORE plan. This statement should guide their vision for future economic progress in the outdoor recreation space over the next five years. There was an effort to maintain consistency and complement previous strategic planning visions including the *Hickory By Choice 2030 Comprehensive Plan*. The CORE goals outlined in this plan were adapted from the *Hickory By Choice Plan's Economic Development Goals* to ensure consistency between the two plans and build off one another.

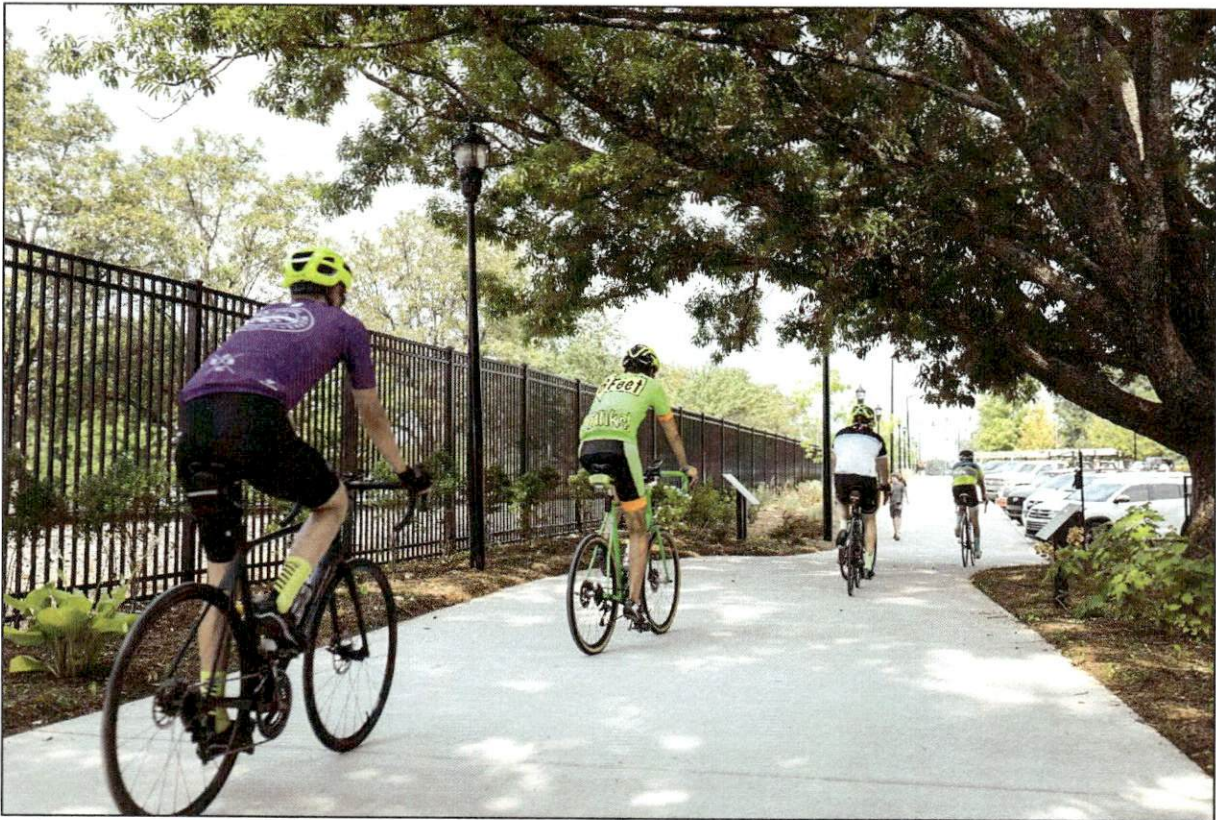
Once the economic visioning statement was outlined the work group determined the economic development strategies that will be implemented in order to achieve this desired vision. Based on findings and opportunities identified throughout the planning process the group developed strategies, goals, objectives, and action items that, collectively, will help the town become more economically vibrant. From this the work group can identify action teams, committees, and partner organizations who will then develop specific tasks to accomplish the action/project.

Plan Review and Adoption

The draft Hickory CORE plan was presented to the local planning committee on April 22nd, 2024, and taken before the Hickory Business Development Committee on June 26, 2024.

Economic Positioning Statement

Hickory, located in the foothills of the Blue Ridge Mountains, is building upon a tradition of craftsmanship to enhance the city as the regional center of an outdoor recreation economy that creates quality jobs, supports business development and entrepreneurship by emphasizing a high quality of life, embracing a spirit of community collaboration, and fostering outdoor recreation culture.



Cyclists enjoying the Hickory Trail which, when complete, will connect popular destinations and amenities including downtown, the Riverwalk, the Aviation Walk, Historic Ridgeview, and the OLLE Arts District.

Hickory CORE Strategic Plan 2024 - 2029

Vision: Hickory, located in the foothills of the Blue Ridge Mountains, is building upon a tradition of craftsmanship to enhance the city as the regional center of an outdoor recreation economy that creates quality jobs, supports business development and entrepreneurship by emphasizing a high quality of life, embracing a spirit of community collaboration, and fostering outdoor recreation culture.

Strategy: Business Development

Goal 1: Grow the economy based on diverse industries and commerce *including the outdoor recreation sector.*

Objective 1.1: Maintain a group that meets regularly and is dedicated to advancing the goals of this plan.

Actions/Projects:

1. Develop a local alliance of stakeholders that are invested and engaged in the outdoor recreation space, particularly local businesses, to increase networking and support within this sector.

Objective 1.2: Coordinate collaboration and engagement between outdoor recreation- oriented businesses and the Outdoor Business Alliance (OBA), including a Hickory business hosting at least one OBA networking event annually, and encouraging two Hickory businesses to join as new members.

Actions/Projects:

1. Host an OBA networking event at a business in Hickory.
2. Host an OBA “Weekly Ride” event wherein OBA members and other associates gather for a group mountain bike ride. This will need to be coordinated with OBA and event organizers.

Objective 1.3: Promote the region as an ideal location for outdoor recreation product manufacturing and recruit one new business annually to relocate/expand and cultivate four new start-up businesses over the next five years in the outdoor recreation sector.

Actions/Projects:

1. Develop marketing package for outdoor companies looking to grow or expand in Hickory.
2. Consider advertisement and marketing efforts in industry trade publications and other industry specific media promoting Hickory as a great place to start, relocate, or expand a business.
3. When targeting business recruitment in this sector, leverage and promote the proximity, technical expertise, and partnerships of Manufacturing Solutions Center, Catawba County EDC, Small Business Center, Small Business and Technical Development Center, The Chamber of Catawba County and other associated business development resources.

Objective 1.4: Engage in programs and promotional activities to improve talent attraction to strengthen regional workforce.

Actions/Projects:

1. Develop promotional materials and programs which seek to change the perception and narrative on the modern manufacturing industry and highlight career opportunities available locally, as well as exceptional quality of life amenities available in Hickory.
2. At least one outdoor recreation business partner with The Chamber of Catawba County's 'HKY4VETS (Hickory4Vets)' program to attract workforce talent.
3. Establish marketing strategy for promoting unique, high-quality goods and distinctive businesses to promote civic pride in the products made in Hickory.

Goal 2: Support development of regional commercial centers

Objective 2.1: Incorporate outdoor recreation activities and businesses into downtown Hickory where appropriate to help leverage downtown's role as a destination for "business, recreation, entertainment, shopping, and dining."

Actions/Projects:

1. Promote downtown for other recreation related retail and service businesses such as climbing gyms, bike rentals, fitness centers, golf simulators, etc.

Objective 2.2: Leverage the Innovation District as a regional economic driver and incorporate outdoor recreation and other quality of life amenities into the fabric of this district to complement institutional, commercial, and residential components.

Actions/Projects:

1. Incorporate outdoor recreation amenities within this district to enhance vibrant placemaking.
2. Incorporate bike and pedestrian friendly design options within transportation corridors within this district.

Strategy: Quality of Life

Goal 3: Support Hickory as the regional center for cultural events *and outdoor recreational activities*

Objective 3.1: Support development of a unit of the State Parks System within Catawba County.

Actions/Projects:

1. Advocate for additional state funding toward this objective and support other organized efforts to achieve this objective.

Objective 3.2: Incorporate additional outdoor recreation-oriented activities into existing and new events that occur within the city.

Actions/Projects:

1. Encourage at least 1 business to sponsor and/or host a recurring (weekly, monthly, etc.) activity such as a run club, group cycling outing, or walking group.
2. Add outdoor recreation-oriented activities (bike ride, paddling activity, youth fishing exhibition, etc.) into an existing festival or event where appropriate.

Objective 3.3: Promote enhancements along Lake Hickory area to create a more vibrant district.

Actions/Projects:

1. Continue development of the Lackey Project which will directly connect to the river at Geitner Park and include amenities such as event space, improved dock access, and potential commercial space.

Objective 3.4: Support continued development, expansion, and utilization of the regional trails including the Carolina Thread Trail (CTT), Wilderness Gateway State Trail, Burke River Trail, etc.

Actions/Projects:

1. Contact CTT organization and ensure all public information (including website) about Hickory's portion of the CTT is accurate and up to date reflecting current trail development.
2. Advocate for continued implementation of CTT building out and connecting to other trail systems.
3. Support continued development and completion of "Wilderness Gateway State Trail Plan: 2022-2027."

Objective 3.5: Become an official VisitNC OutdoorNC 'Trail Town Stewardship Designated Program'.

Actions/Projects:

1. Confirm Visit Hickory Metro's (TDA) commitment to partnering with VisitNC to participate in this program.
2. Visit Hickory Metro would be responsible for completing the requirements and expectations for participation as outlined in VisitNC's program guidelines.

Strategy: Business Development

Goal 4: Encourage educational achievement, *and workforce development efforts within the outdoor recreation sector*

Objective 4.1: Partner with area Universities and Colleges to connect students to outdoor recreation sector businesses and otherwise encourage students to become an active part of the Hickory community.

Actions/Projects:

1. Present this plan's concept and objectives to the University-City Commission and utilize this standing committee to connect with most applicable university and college programs.
2. Conduct a survey of all majors and programs available at local institutions of higher learning and identify specific programs which can lead to employment success in the outdoor recreation industry.

Objective 4.2: Partner with local school systems to connect students to career and educational opportunities that are connected to the outdoor recreation sector businesses.

Actions/Projects:

1. Develop programs and materials to educate students about current industry and job opportunities within the Hickory area and promote quality job availability.
2. Maintain presence of outdoor recreation-oriented businesses at local career fairs and other programs which highlight and expose students to local industry and employment opportunities.

Goal 5: Develop Entrepreneurial Initiatives

Objective 5.1: Map the entrepreneurial ecosystem to identify all available business support organizations, committees, and other resources available to encourage entrepreneurial success.

Objective 5.2: Engage with The Chamber of Catawba County entrepreneurship initiatives including "The Catalyst: Entrepreneurs Supporting Entrepreneurs," "Founder's Meet-Ups", and other similar groups.

Actions/Projects:

1. Maintain engagement of outdoor recreation-oriented businesses at these groups' meetings, and promote the potential for outdoor recreation-oriented entrepreneurship opportunities.

Objective 5.3: Identify at least one (1) outdoor recreation-oriented business to apply to and enroll in the Waypoint Accelerator program.

Actions/Projects:

1. Seek out an emerging business with growth potential and encourage the business owners to apply for and enroll in the Waypoint Accelerator.

Plan Implementation, Monitoring, and Evaluation

The City of Hickory will be responsible for monitoring, evaluation, and reporting accomplishments on the objectives of this plan to the Rural Economic Development Division.

Plan Implementation

Maintaining a dedicated group to follow through after the planning process to begin addressing goals and objectives outlined in this plan is critical to attaining the potential economic impact of these strategies. This could be the same work group that helped develop this plan, or another similar group that is representative of the community and can advance the goals of this plan. The sustained presence of such a group builds 'social capital' within the group that improves their ability to work together and effectively address common goals. Furthermore, a dedicated group ensures continuity from planning stage through implementation, provides accountability to ensure that objectives are being met, and allows the community to react and respond quickly when an opportunity is presented. But this group should not be the sole entity responsible for implementing all the goals of the plan. Instead, the group should function as a convener and point of contact to connect to other individuals, businesses, organizations, and other resources to help the broader community achieve these goals. Maintaining a regular meeting schedule will also help increase the effectiveness of the group, and the overall plan.

Monitoring and Evaluation

Regular monitoring and evaluation to review progress on the goals, objectives, and action steps in this plan, via regular review sessions with the strategic planning team and other community stakeholders, is critical to ensuring it remains a viable, living document. REDD staff will periodically communicate and provide assistance as needed to help advance the goals and document the outcomes of the plan.

Focus Areas

Strategy development focuses on leveraging outdoor recreation assets to increase tourism, encourage small business development, enhance quality of life for residents, plan for asset and infrastructure development, and/or position communities to grow and attract outdoor product manufacturing industries. Each subsection below provides supplemental information about a general goal, objective, or action item identified in the plan's strategy chart.

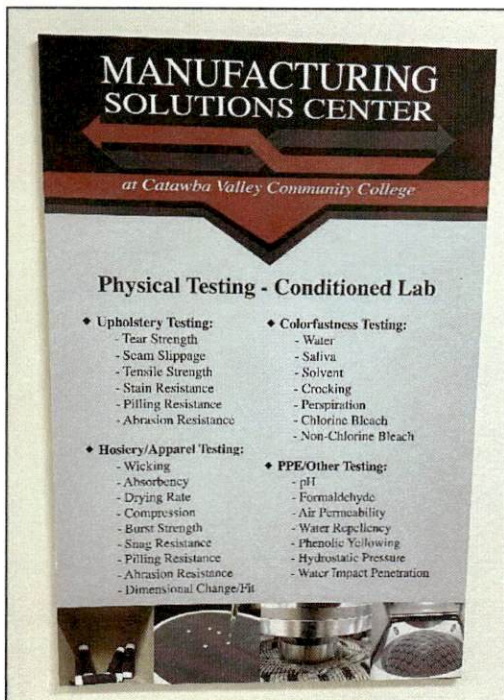
Maintain a Local Alliance of Stakeholders with Vested Interest in Outdoor Recreation

One of the most important steps to achieving the overall vision and specific goals outlined in this plan is to have a dedicated group to help carry out the actions necessary for implementation. This was recognized as a critical step by work group members early in the

process and as such the group is committed to continue working together to achieve the desired objectives. Sustaining a dedicated group builds ‘social capital’ within the group that improves their ability to work together and effectively address common goals. Furthermore, this familiarity allows the group to react and respond quickly when an opportunity is presented that will help improve this economic sector. It is up to the group to determine appropriate organizational and administrative structure. The first steps should be to outline roles, responsibilities, and administrative structure, and identify additional members outside of the Hickory CORE work group which are beneficial to the group’s sustained success and attainment of goals.

Business Growth and Development within the Outdoor Recreation Economic Sector

The primary, overarching intent of this plan and planning process is to increase the economic impact and vitality of businesses that are associated with outdoor recreation. This includes retail, manufacturing, tourism and hospitality, and experiential companies. Currently, there are at least 39 businesses within the City of Hickory that pertain to outdoor recreation providing a strong existing business base within this sector.



A key objective to advance this goal is to continue promoting the region as an ideal location for product manufacturing and other businesses associated with outdoor recreation. The group determined that creating marketing and promotional materials, connecting the workforce to and increasing the general public’s knowledge about the industry, and engaging with business support resources such as the Manufacturing Solutions Center, small business support, the Outdoor Business Alliance, Waypoint Accelerator, The Chamber of Catawba County, and other local groups are critical steps to advancing this goal. Leveraging the Hickory Downtown Development Association and the on-going revitalization of downtown Hickory by integrating outdoor recreation businesses and events will support the district’s economic vitality.

One business support organization that is unique to the region and directly supports the intent of this plan is the Outdoor Business Alliance. The Outdoor Business Alliance is an industry support group with a mission of “Fostering a prosperous outdoor business community by cultivating, connecting, and supporting western North Carolina’s outdoor industry.” The OBA

regularly hosts networking events, workshops, training activities, and more to connect and support this emerging industry cluster. Capitalizing on this unique organization by continuing to increase engagement and collaboration with this group and their member companies can help highlight on-going initiatives, economic development, and opportunity for future business growth in Hickory.

Outdoor Recreation Product Manufacturing

There is potential for increased manufacturing of outdoor recreation products, including supply chain materials, across the state of North Carolina. Attention to this sector should be paid from a perspective of attracting companies to expand their operations in the community, or for a local startup business to emerge.

Of the total \$14.5+ billion impact that outdoor recreation contributes to the state's annual GDP, more than \$2.3 billion of that is contributed from manufacturing. This sector employs over 7,600 people.¹⁴ The existing industrial base, active economic development organizations, and business support that is available locally situates Hickory in a great circumstance to develop and grow outdoor recreation product manufacturing.



Display showcasing the variety of products that use Hickory Brands, Inc. manufactured materials within their finished products, including many products used in outdoor recreational pursuits.

From a broader industry perspective, the City of Hickory and surrounding areas have a high concentration of manufacturing firms when compared to the nation as a whole.¹⁵ This is even more pronounced when examining specific industries including “apparel knitting mills”, “nonwoven fabric mills”, “plastics product manufacturing” and several other manufacturing industry sectors which support and complement many of the products that are made to serve the outdoor recreation industry. Each of these specific industry sectors have a very high

¹⁴ U.S. Department of Commerce, Bureau of Economic Analysis. Outdoor Recreation Satellite Account, U.S. and States, 2022. <https://www.bea.gov/data/special-topics/outdoor-recreation>

¹⁵ Quarterly Census of Employment and Wages - Bureau of Labor Statistics. Private, High-Level Industries, Catawba County, North Carolina. 2023 First Quarter, All establishment sizes

employment within Catawba County compared to the rest of the nation.¹⁶ With the existing industrial base, availability of unique and applicable business support resources, workforce development resources, and proximity to world-class outdoor recreation destinations the City of Hickory is primed to continue to capture and increase manufacturing associated with outdoor recreation products.

As referenced in the “Settings” section, as of Q3 of 2023, 27.4% of Catawba County jobs are within the manufacturing sector. This compares with 11% statewide at the same time period, marking a high concentration of manufacturing in the area.¹⁷ At the same time, within the Western Piedmont Workforce Development Board jurisdiction 34.7% of the population is 55 years of age or older, approaching a typical age of retirement. While 36.4% of the population is between the ages of 25-54, data shows that this demographic has been declining in total number since the early to mid-2000s.¹⁸ Observing these challenges, the *Catawba County Talent Profile* provides several approaches to address the issues. Addressing potential workforce shortcomings is critical to ensuring the continued future for a strong manufacturing base.

Connecting Education and Workforce Development to the Outdoor Recreation Sector

There are multiple institutions of higher learning in Hickory, including Appalachian State University’s Hickory Campus, Catawba Valley Community College, and Lenoir Rhyne University. This is one of the foremost assets available that can benefit the local economy. These students should, upon matriculation, be able to fill a diverse set of employment roles within the local economy. Engagement with these colleges and their student populations while they are in school and getting them integrated into the fabric of the Hickory community will serve a variety of benefits associated with this plan. This would help fulfill the demand for talent attraction and recruitment which was a need demonstrated throughout the planning process. Programs of study that are available at each institution should be identified as supportive of outdoor recreation industries and connections made to help these programs serve as a workforce pipeline to local businesses. In addition to career opportunities, promoting the livability, and quality of life aspects of Hickory will help advance these goals. The Hickory University-City Commission offers a great avenue to begin making connections and forging relationships between this industry and these institutions.

Talent attraction is one area that received ample attention and discussion throughout the planning process. The Chamber of Catawba County’s *Catawba County Talent Profile*, a report which examined local workforce needs and opportunities, noted that “this year’s data confirms

¹⁶ Quarterly Census of Employment and Wages - Bureau of Labor Statistics. Private, NAICS 6-Digit Industries, Catawba County, North Carolina 2023 Third Quarter, All Establishment Sizes

¹⁷ Quarterly Census of Employment and Wages - Bureau of Labor Statistics. Q3 2023

¹⁸ NC Department of Commerce, LEAD. Western Piedmont WDB Area Profile. Accessed May 17th, 2024.

that talent continues to prioritize quality of life as an initial motivating factor causing them to begin to consider relocation.” Several stakeholders within the outdoor recreation industry mentioned that outdoor recreation opportunities are often primary concerns of prospective employees when attempting to fill vacancies. It is not a stretch to determine that quality of life considerations are a key factor in workforce retention for existing and emerging workforce participants as well as attracting new residents to the area. Thus, quality of life enhancements continue to play a critical role in sustaining and bolstering the local workforce. Relatively low cost of living, proximity to outdoor recreation opportunities, and a vibrant social scene, particularly within downtown Hickory, are all highlights that should be emphasized for talent attraction and retention purposes.

The need to engage and inform individuals about career opportunities in the area, particularly those that may not seek a secondary education beyond high school, is also a workforce development need that was expressed by members of the work group. Much of this should focus on the improvements within modern manufacturing industry including the emphasis on safety, better working conditions, on the job training, and the potential for well-paying careers. In addition, outdoor recreation-oriented companies often emphasize work-life balance and positive workplace culture, thus making them desirable places to work.

The Chamber of Catawba County’s *Catawba County Talent Profile* report highlighted several associated needs. Within this report experts noted a gap of “a lack of people to do all the work that needs to be done”. One key observation with potential to counter this lack of labor force is focusing efforts to target “Opportunity Youth”, which are defined as individuals between ages 16-24 that are neither working nor enrolled in school. This demographic is higher in Catawba County than other comparable counties. Better engagement with this demographic could help offset the challenges associated with an aging and retiring workforce. Outdoor recreation-oriented industry could potentially serve as an enticing career field to encourage this demographic entering the labor force.

There are multiple on-going programs focusing on workforce development concerns. The group that forms to implement this plan should continue to engage with the local organizations addressing workforce development issues and ensure the outdoor recreation industry is represented by and benefits from these efforts.

Marketing and Promotion

Several of the goals, objectives, and actions identified within this plan indicate the need to improve marketing and promotion associated with advancing Hickory’s outdoor recreation economy. Enhanced promotion spans the themes of business development, workforce

development, supporting downtown Hickory, tourism, and more generally informing the public about the great opportunities for recreation in and around the City of Hickory.

One idea that emerged is to promote unique, high-quality goods made locally and publicize distinctive businesses located in the city. This has a variety of impacts including increasing knowledge of and civic pride in the products that are made here, and educating prospective workforce participants about the type of industries that operate locally. For example, DeFeet, a



Photo Credit: MADE X MTNS. DeFeet tent at the Outdoor Business Alliance's 2024 Get in Gear Fest.

“microsockery” based in the area with a storefront headquarters in Hickory, manufactures Made in the USA high-performance socks specifically designed for many types of activities including cycling, hiking, running, and more. These socks are world-renowned among cyclists, including being the preferred sock of Tour de France racers.

Similarly, the HBi company manufactures a wide variety

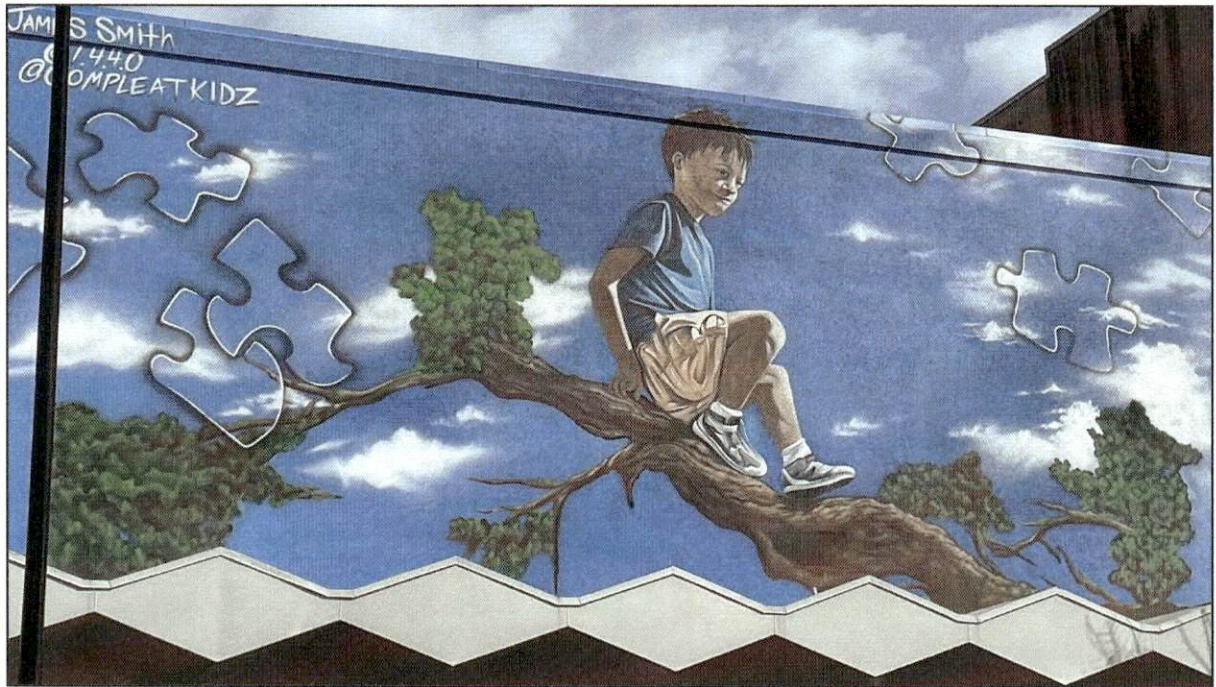
of narrow textiles that are incorporated in many different uses including high quality outdoor recreation gear, including the shoestrings in the famous Jordan brand sneakers. Highlighting these innovative products that have ties to Hickory based companies will help grow local awareness, civic pride, and increase the potential for more companies to start, relocate, and expand in Hickory. Continuing to build upon the legacy craftsmanship and “Well Crafted” branding can help distinguish Hickory as an ideal location for high-quality, and distinctive products.

Fostering an Outdoor Recreation Culture

Many of the themes referenced throughout this document culminate in an overarching goal to foster an outdoor recreation culture within the City of Hickory.

The individuals that participate in outdoor recreation activities, whether hiking, biking, paddle sports, fishing or other activities, are the most likely entrepreneurs to start a new business associated with these pursuits. Therefore, the more individuals engaged in outdoor recreation the more likely for new business creation. Encouraging increased participation in outdoor recreation activities, including by individuals with little or no previous experience, will continue

to benefit local businesses that are engaged in the outdoor recreation economy. This can be accomplished by continuing to provide recreational infrastructure (parks, trails, access points, etc.), promoting programming that encourages people to participate, and incorporating recreation into events that occur throughout the city. This “critical mass” of individuals participating also increases the likelihood of businesses existing to serve the needs of recreationists.



Proximity and accessibility to both local and regional outdoor recreation destinations is a key facet of fostering an outdoor recreation culture. Increasingly, there are outstanding recreational opportunities in and around the city that can be enjoyed at a moment's notice without traveling outside the local area. The network of regional trails, including the Carolina Thread Trail and Wilderness Gateway State Trail, connecting to Hickory continues to develop contributing to a great network of local trail systems. Regionally, the City of Hickory is located within a convenient day trip to an abundance of outdoor recreation destinations. This includes Lake James State Park, South Mountain State Park, Pisgah National Forest and many more. Nearly any outdoor recreation activity that you can think of is possible within a short drive of Hickory making it a great base camp from which to seek outdoor adventure. Promoting the proximity to both local assets and regional recreation destinations is a key component that supports multiple facets of this plan.

In an effort to continue increasing the economic impact of the individuals engaging in these pursuits, local businesses should be incorporated and engaged whenever possible. This includes ancillary businesses in the tourism and hospitality sectors. Identifying businesses to host or sponsor recurring activities such as group runs or cycling activities provides multiple benefits. These businesses provide a gathering space for participants “before



The Hickory Trail spans 10 miles across the city connecting various neighborhoods and commercial districts, including downtown. The trail promotes cycling and pedestrian safety, while connecting popular destinations and amenities, which advances economic development and creates desirable quality of life for residents and visitors.

and after the ride” to enjoy food or beverages and recount the day’s activities. This encourages social interaction, continues to build the recreation community, and often provides the business a new customer base, particularly during non-peak times. There are many examples across the state of how these events can contribute to the vitality of individual businesses.

All elements associated with outdoor recreation combine to develop an ecosystem where each component helps to strengthen the potential for growth of the local and regional outdoor recreation economy.

Appendix

Hickory CORE Strategic Plan and Implementation Schedule: 2024 – 2029

Vision: Hickory, located in the foothills of the Blue Ridge Mountains, is building upon a tradition of craftsmanship to enhance the city as the regional center of an outdoor recreation economy that creates quality jobs, supports business development and entrepreneurship by emphasizing a high quality of life, embracing a spirit of community collaboration, and fostering outdoor recreation culture.

Strategy: Business Development Support

Goal 1: Grow the economy based on diverse industries and commerce *including the outdoor recreation sector.*

Objective 1.1: Maintain a group that meets regularly and is dedicated to advancing the goals of this plan.

Action 1.1.1: Develop a local alliance of stakeholders that are invested and engaged in the outdoor recreation space, particularly local businesses, to increase networking and support within this sector.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Identify group membership	Hickory CORE Work Group	City of Hickory Office of Business Development; Business Support Organizations
2. Determine appropriate organizational and administrative structure for this group. Outline roles, responsibilities, and administrative structure of group and members		Group membership
3. Serve as a liaison to advocate for effort to create a Hickory area regional sub-group of the Outdoor Business Alliance (OBA).		Outdoor Business Alliance

4. Engage and increase presence with the NC Outdoor Recreation Coalition.		NC Outdoor Recreation Coalition
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Goal 1: Grow the economy based on diverse industries and commerce including the outdoor recreation sector.

Objective 1.2: Coordinate collaboration and engagement between outdoor recreation- oriented businesses and the Outdoor Business Alliance (OBA), including a Hickory business hosting at least one OBA networking event annually, and encouraging two Hickory businesses to join as new members.

Action 1.2.1: Host an OBA networking event at a business in the city.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Contact OBA Executive Director to plan and organize an event that is of interest of local businesses and broader OBA membership.	Hickory CORE Work Group	Local businesses; Outdoor Business Alliance;
2. Host a Roundtable – facilitating small group connections – targeted topic specific discussion (i.e. marketing, supply chain, workforce)		Local businesses; Outdoor Business Alliance; other pertinent parties dependent upon topic;
3. At any events, highlight the assets and resources of Hickory and surrounding area, particularly those that pertain to making Hickory attractive to companies and individuals engaged in outdoor recreation.		Hickory Downtown Development Association; The Chamber of Catawba County; Colleges and Universities; Business Support Organizations

Action 1.2.2: Host an OBA “Weekly Ride” event wherein OBA members and other associates gather for a group mountain bike ride. This will need to be coordinated with OBA and event organizers.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Contact OBA Member who organizes these “weekly rides” and discuss logistics for the potential to host such a meetup.	Hickory CORE Work Group	Outdoor Business Alliance; City of Hickory Parks, Recreation, and Sports Tourism; Local Businesses; Cycling Groups
2. Engage relevant local businesses and rider groups that would participate in and support this event.		Same as above
3. Identify local hospitality, or similar, business that would host the group for “after the ride” activities such as food and drinks.		Same as above

Goal 1: Grow the economy based on diverse industries and commerce including the outdoor recreation sector.

Objective 1.3: Promote the region as an ideal location for outdoor recreation product manufacturing and recruit one new business annually to relocate/expand and cultivate four new start-up businesses over the next five years in the outdoor recreation sector.

Action 1.3.1: Develop marketing package for outdoor companies looking to grow or expand in Hickory.

Action 1.3.2: Consider advertisement and marketing efforts in industry trade publications and other industry specific media promoting Hickory as a great place to start, relocate, or expand a business.

Action 1.3.3: When targeting business recruitment in this sector, leverage and promote the proximity, technical expertise, and partnerships of Manufacturing Solutions Center, Catawba County EDC, Small Business Center, Small Business and Technical Development Center, The Chamber of Catawba County and other associated business development resources.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Develop marketing and promotion plan for all outdoor recreation economic development related activities.	City of Hickory Office of Business Development	The Chamber of Catawba County; Visit Hickory Metro; Catawba EDC
2. Add specific "call to action" with any promotions. Include a specific event or activity people can follow up on.		
3. Consider having representation of Hickory area businesses and economic development organizations host exhibit tables at various outdoor recreation-oriented conferences, including but not limited to Outdoor Economy Conference, Outdoor Retailer, 360 Adventure Collective, and others.	Hickory CORE Work Group	City of Hickory Office of Business Development;

Goal 1: Grow the economy based on diverse industries and commerce including the outdoor recreation sector.

Objective 1.4: Engage in programs and promotional activities to improve talent attraction to strengthen regional workforce.

Action 1.4.1: Develop promotional materials and programs which seek to change the perception and narrative on the modern manufacturing industry and highlight career opportunities available locally, as well as exceptional quality of life amenities available in Hickory.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Support and leverage findings from the 'Catawba County Talent Profile'	The Chamber of Catawba County	NCWorks; WPCOG; City of Hickory Office of Business Development
2. Target the "Opportunity Youth" (those individuals that are neither attending school or participating in the workforce) demographic as potential workforce participants.		Same as above
Action 1.4.2: At least one outdoor recreation business partner with The Chamber of Catawba County's 'HKY4VETS (Hickory4Vets)' program to attract workforce talent.		
Tasks	Organization/Entity Responsible	Partners / Assistance
1. Identify business to engage in the 'HKY4VETS' workforce recruitment program.	The Chamber of Catawba County	Local businesses; Catawba County EDC
Action 1.4.3: Establish marketing strategy for promoting unique, high-quality goods and distinctive businesses to promote civic pride in the products made in Hickory.		
Tasks	Organization/Entity Responsible	Partners / Assistance
1. When promoting local products utilize branding or messaging that emphasizes "Made in Catawba County" or similar.	City of Hickory Office of Business Development	Local businesses; The Chamber of Catawba County; Catawba County EDC

Strategy: Business Development Support

Goal 2: Support development of regional commercial centers

Objective 2.1: Incorporate outdoor recreation activities and businesses into downtown Hickory where appropriate to help leverage downtown's role as a destination for "business, recreation, entertainment, shopping, and dining."

Action 2.1.1: Promote downtown for other recreation related retail and service businesses such as climbing gyms, bike rentals, fitness centers, golf simulators, etc.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Incorporate NC Main Street Business Recruitment practices.	Hickory Downtown Development Association	City of Hickory Office of Business Development; NC Main Street Program

Goal 2: Support development of regional commercial centers

Objective 2.2: Leverage the Innovation District as a regional economic driver and incorporate outdoor recreation and other quality of life amenities into the fabric of this district to complement institutional, commercial, and residential components.

Action 2.2.1: Incorporate outdoor recreation amenities within this district to enhance vibrant placemaking.
Action 2.2.2: Incorporate bike and pedestrian friendly design options within transportation corridors within this district.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Support advancement of City of Hickory Bicycle + Pedestrian Plan		

Strategy: Quality of Life

Goal 3: Support Hickory as the regional center for cultural events and outdoor recreational activities

Objective 3.1: Support development of a unit of the State Parks System within Catawba County.

Action 3.1.1: Advocate for additional state funding toward this objective and support other organized efforts to achieve this objective.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. When appropriate, begin promotional campaigns to garner public support for this asset development.		NC Department of Natural and Cultural Resources; The Chamber of Catawba County; Foothills Conservancy of North Carolina; WPCOG

2. Research and communicate with other recent additions to the State Park system to understand processes and best practices.		Pisgah View State Park; Other State Trails
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Goal 3: Support Hickory as the regional center for cultural events and outdoor recreational activities

Objective 3.2: Incorporate additional outdoor recreation-oriented activities into existing and new events that occur within the city.

Action 3.2.1: Encourage at least 1 business to sponsor and/or host a recurring (weekly, monthly, etc.) activity such as a run club, group cycling outing, or walking group.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Identify business willing to sponsor and/or host a recurring activity. Ideally the start/end location of this activity would be a location where the participants can gather and socialize “after the ride.”	TBD	Hickory Downtown Development Association; The Chamber of Catawba County; Local Businesses; City of Hickory Parks, Recreation, and Sports Tourism; Running/cycling groups
2. Encourage these activities during non-peak times for local businesses to encourage an expanded revenue stream. This also promotes HDDA goal to “Increase night and weekend business.”		Same as above

Action 3.2.2: Add outdoor recreation-oriented activities (bike ride, paddling activity, youth fishing exhibition, etc.) into an existing festival or event where appropriate.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Research best practices and other events that successfully incorporate outdoor recreation activities into their events.	Organizations that host the event	Event organizers; Visit Hickory Metro; City of Hickory Parks, Recreation, and Sports Tourism
2. Host a “demo” event for local retail gear businesses, product manufacturing companies, and other partners to demo mountain bikes, and other gear as appropriate.	City of Hickory Parks, Recreation, and Sports Tourism	Hickory CORE Work Group; The Chamber of Catawba County; Local cycling or other user groups;

Goal 3: Support Hickory as the regional center for cultural events and outdoor recreational activities

Objective 3.3: Promote enhancements along Lake Hickory area to create a more vibrant district.

Action 3.3.1: Continue development of the Lackey Project which will directly connect to the river at Geitner Park and include amenities such as event space, improved dock access, and potential commercial space.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Research and promote innovative ways to support business development that utilizes the assets and amenities at Lake Hickory (kayak rentals, food trucks, mobile vendors on the lake, etc.)	City of Hickory Office of Business Development	City of Hickory Parks, Recreation, and Sports Tourism; Business Support Organizations

Goal 3: Support Hickory as the regional center for cultural events and outdoor recreational activities

Objective 3.4: Support continued development, expansion, and utilization of the regional trails including the Carolina Thread Trail (CTT), Wilderness Gateway State Trail, Burke River Trail, etc.

Action 3.4.1: Contact CTT organization and ensure all public information (including website) about Hickory's portion of the CTT is accurate and up to date reflecting current trail development.

Action 3.4.2: Advocate for continued implementation of CTT building out and connecting to other trail systems.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Promote Hickory as a destination along the Carolina Thread Trail.	Hickory Business Development or other	Carolina Thread Trail; Hickory Parks and Recreation' Visit Hickory Metro; Hickory Downtown Development Association; The Chamber of Catawba County; WPCOG
2. Engage with a CTT annual event, such as National Trails Day, and have presence of Hickory based businesses at the event. Prepare business marketing package, auction items which promote Hickory businesses and products, and more.	Hickory CORE Work Group	Catawba Lands Conservancy; Carolina Thread Trail;
3. Advocate for continued development and improvements along Wilderness Gateway State Trail Plan "Segment 10: Catawba County Loop.		Carolina Thread Trail; Catawba County; City of Hickory; Town of Newton; NC State Parks; Foothills Conservancy of NC; WPCOG;
Action 3.4.3: Support continued development and completion of "Wilderness Gateway State Trail Plan: 2022-2027."		
1. For all completely constructed trail segments within the planned corridor, obtain approval designation by the Secretary of the	Foothills Conservancy of NC	NC Department of Natural and Cultural Resources; Local trail administrators; WPCOG

Department of Natural and Cultural Resources, which is required to be officially recognized as part of the State Trail.		
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Goal 3: Support Hickory as the regional center for cultural events and outdoor recreational activities

Objective 3.5: Become an official VisitNC OutdoorNC ‘Trail Town Stewardship Designated Program’.

Action 3.5.1: Confirm Visit Hickory Metro’s (TDA) commitment to partnering with VisitNC to participate in this program.

Action 3.5.2: Visit Hickory Metro would be responsible for completing the requirements and expectations for participation as outlined in VisitNC’s program guidelines.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Communicate with VisitNC regarding participation.	City of Hickory Office of Business Development	Visit Hickory Metro; VisitNC; Tourism Partners

Strategy: Business Development Support

Goal 4: Encourage educational achievement, and workforce development efforts within the outdoor recreation sector

Objective 4.1: Partner with area Universities and Colleges to connect students to outdoor recreation sector businesses and otherwise encourage students to become an active part of the Hickory community.

Action 4.1.1: Present this plan’s concept and objectives to the University-City Commission and utilize this standing committee to connect with most applicable university and college programs.

Action 4.1.2: Conduct a survey of all majors and programs available at local institutions of higher learning and identify particular programs which can lead to employment success in the outdoor recreation industry.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. As needed, connect with a student enrolled in parks and recreation oriented degree programs to serve as an intern and work on projects	Hickory Parks and Recreation	Colleges and Universities; NC Works; WPCOG

included but not limited to trail maintenance, event organizing, and more.		
2. Work with a local university to develop a joint project connecting an outdoor recreation business with students from appropriate majors and courses of study, such as Appalachian State University’s Industrial Design, Product Design program, Recreation Management, and Marketing	City of Hickory Office of Business Development	University-City Commission; HBInc.; Business Support Organizations

Goal 4: Encourage educational achievement, and workforce development efforts within the outdoor recreation sector

Objective 4.2: Partner with local school systems to connect students to career and educational opportunities that are connected to the outdoor recreation sector businesses.

Action 4.2.1: Develop programs and materials to educate students about current industry and job opportunities within the Hickory area and promote quality job availability.

Action 4.2.2: Maintain presence of outdoor recreation-oriented businesses at local career fairs and other programs which highlight and expose students to local industry and employment opportunities.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Conduct outreach to area school systems, particularly within their Career & Technical Education programs		Local School Districts and CTE programs; NCWorks; WPCOG

Strategy: Business Development Support

Goal 5: Develop Entrepreneurial Initiatives

Objective 5.1: Map the entrepreneurial ecosystem to identify all available business support organizations, committees, and other resources available to encourage entrepreneurial success.

Action 5.1: Encourage collaboration between existing business support organizations and private sector businesses to strengthen connections.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Work with Catalyst Group and Business Development Services 2. Arrange a local manufacturing summit to connect area businesses	City of Hickory Office of Business Development	Hickory CORE Work Group; The Chamber of Catawba County; EDC; SBTDC; SBC; MSC

Goal 5: Develop Entrepreneurial Initiatives

Objective 5.2: Engage with The Chamber of Catawba County entrepreneurship initiatives including “The Catalyst: Entrepreneurs Supporting Entrepreneurs,” “Founder’s Meet-Ups”, and other similar groups.

Action 5.2.1: Maintain engagement of outdoor recreation-oriented businesses at these groups’ meetings, and promote the potential for outdoor recreation-oriented entrepreneurship opportunities.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Once a local alliance of outdoor recreation business stakeholders is formed, ensure membership is represented at these meetings regularly.	Hickory CORE Work Group	The Chamber of Catawba County; City of Hickory Office of Business Development

Goal 5: Develop Entrepreneurial Initiatives

Objective 5.3: Identify at least one (1) outdoor recreation-oriented business to apply to and enroll in the Waypoint Accelerator program.

Action 5.3.1: Seek out an emerging business with growth potential and encourage the business owners to apply for and enroll in the Waypoint Accelerator.

Tasks	Organization/Entity Responsible	Partners / Assistance
1. Maintain contact and engagement with the Outdoor Business Alliance and Mountain BizWorks CDFI, which jointly administer this business accelerator. Promote information about the program and encourage identified businesses to apply when the program window is open.	City of Hickory Office of Business Development	Outdoor Business Alliance; Mountain BizWorks; The Chamber of Catawba County; SBTDC; Small Business Center; Business Support Organizations

2. Hickory based entrepreneurship support groups should attend events hosted by this organization and continue to engage, promoting the business development opportunities that are available in the Hickory area for new and growth-oriented businesses.	Hickory CORE Work Group	Same as above
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