

A G E N D A

HICKORY CITY COUNCIL

September 3, 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

September 3, 2024
6:00 p.m.

- I. Call to Order
- II. Invocation by Reverend Bill Garrard, Retired United Methodist Clergy
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of August 20, 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. Budget Revision Number 3. **(First Reading Vote: Unanimous)**
- VIII. Consent Agenda: All items below will be enacted by vote of City Council. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.
 - A. Approval of a Proclamation for Constitution Week 2024. **(Exhibit VIII.A.)**
 - B. Approval of the Purchase of a 2024 Freightliner M2106 Cab/Chassis with a Mounted Automated Leaf Collection Unit in the Amount of \$272,982 from Carolina Environmental Systems, Inc. **(Exhibit VIII.B.)**

Staff requests Council's approval of the purchase of a 2024 Freightliner M2106 Cab/Chassis with a Pac Mac 25-yard chassis mounted automated leaf collection unit per the N.C. Sheriffs Association reference Bid #24-08-0421 in the amount of \$272,982 from Carolina Environmental Systems, Inc. The City uses automated leaf trucks for efficient collection of loose leaves within the Recycling Division's Yard Waste Service. This unit allows for loose leaves to be collected by a single operator and collects approximately 6,000 pounds per load on average. This truck will replace a similar piece of equipment purchased in 2009. The Solid Waste Recycling Division capital equipment improvement plan includes the replacement of an Automated Leaf Truck in FY 24-25. The specified truck applies to the NC Sheriffs Association Bid #24-08-0421. Staff recommends Council's approval of the purchase of a 2024 Freightliner M2106 Cab/Chassis with a Pac Mac 25-yard chassis mounted automated leaf collection unit per the NC Sheriffs Association reference Bid #24-08-0421 in the amount of \$272,982 from Carolina Environmental Systems, Inc.

- C. Approval of an Ordinance Amendment Adding Section 23-9 to the Hickory Code of Ordinances for Nonresidential Fees. **(Exhibit VIII.C.)**

The City recognizes that residents contribute to the costs of programs and services provided by the City through payment of local taxes. As a method of equalizing the burden of supporting programs and services provided by the City, unless otherwise specified in the fee schedule, participants residing outside of the City will be required to pay additional fees for parks and recreation programs and services provided by the City in accordance with the fee schedule as is set from time to time by the City Council. On July 1, 2024, the City began charging a yearly fee for nonresidents to use City indoor recreation facilities. The code of ordinances should reflect this change. This nominal fee was put in place for nonresidents since programs and facilities are paid for through resident's taxes. The fee provides an avenue for nonresidents to share in upkeep and maintenance of City facilities. Parks, Recreation & Sports Tourism recommends City Council's approval to amend the code of ordinances to add Section 23-9 for nonresidential fees.

- D. Approval of the Issuance of Pyrotechnic Display Permit to PyroStar Entertainment for a Fireworks Display at the Hickory Motor Speedway. **(Exhibit VIII.D.)**

Staff requests approval of the issuance of a pyrotechnic display permit to PyroStar Entertainment for fireworks display at Hickory Motor Speedway. Kevin Piercy, General Manager of Hickory Motor Speedway, has submitted requests to obtain permission to conduct public fireworks display on the following date September 14, 2024 (rain date November 16, 2024). 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 display.

- E. Call for a Public Hearing to Consider the FY2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) for Submission as Required by the US Department of Housing and Urban Development. **(Authorize Public Hearing for September 17, 2024, at 6:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).** **(Exhibit VIII.E.)**

- F. Call for a Public Hearing to Consider Closing an Unnamed Alley Located Between 1st Street and 2nd Street SW, as Requested by RGS Property LLC. **(Authorize Public Hearing for October 1, 2024, at 6:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).** **(Exhibit VIII.F.)**

- G. Approval of Change Order 1 with Thomas, Gordan, and Shook (TGS) Consulting Engineers, Inc. in the Amount of \$20,000, Contingent on North Carolina Department of Transportation Approval, for Right of Way Services Related to the Aviation Walk Connector Multi-Use Trail (17th Street NW Extension). **(Exhibit VIII.G.)**

Staff requests Council's approval of change order number 1 to the Agreement for Professional Services with Thomas, Gordan and Shook (TGS) Consulting Engineers, Inc. for right of way services related to the Aviation Walk Connector Multi-Use Trail Project – BL-0067 in the amount of \$20,000, contingent on North Carolina Department of Transportation (NCDOT) approval. The City applied for and received State Transportation Block Grant - Directly Attributable (STBG-DA) funding approval from the Greater Hickory MPO and North Carolina Department of Transportation (NCDOT) for Aviation Walk Connector Multi-Use Trail. The multi-use trail will connect 17th Street NW Extension (HL-

0004) with the Aviation Walk (EB-6038). The connector is needed to join the future 17th Street NW Extension Multi-Use Trail with the Aviation Walk Multi-Use Trail. The trail will connect Appalachian State's new campus and with Aviation Walk and provide a safe crossing for students over US 321 to join with the City's trail system. The extension is also along the established Hickory Urban Bike Loop (HUB) which is identified in the "Walk-Bike-Hickory Plan". Cyclists use 17th Street NW on a regular basis and this project would fill in a gap to provide a continuous route from US 70 to Clement Boulevard NW to Aviation Walk. Right of Way Acquisition is needed to connect the future 17th Street NW Extension Multi-Use Trail and the existing Aviation Walk Multi-Use Trail along Clement Boulevard and 19th Street Lane NE. Staff recommends Council's approval of change order number 1 to the Agreement for Professional Services with Thomas, Gordan and Shook (TGS) Consulting Engineers, Inc. for right of way services related to the Aviation Walk Connector Multi-Use Trail Project – BL-0067 in the amount of \$20,000, contingent on NCDOT approval.

- H. Approval of an Agreement for Professional Services with VHB Engineering NC, P.C. in the Amount of \$200,000, to Develop the Safe Streets for All Comprehensive Safety Action Plan. **(Exhibit VIII.H.)**

Staff requests Council's approval of the \$200,000 agreement for professional services with VHB Engineering NC, P.C. to complete the City's Safe Streets for All Comprehensive Safety Action Plan. The Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program, with \$5 billion in appropriated funds over five years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. It supports the U.S. Department of Transportation's National Roadway Safety Strategy and the goal of zero roadway deaths. The City of Hickory has received a \$200,000 grant from the Federal Highway Administration to create a Safe Streets For All Comprehensive Safety Action Plan. The Safe Streets for All Planning and Demonstration Grants provide Federal funds to develop, complete, or supplement a comprehensive safety action plan. The City of Hickory will use the Safe Streets for All Planning Grant to work with VHB Engineering to develop a comprehensive Safe Streets and Roads Action Plan. Once the City of Hickory has a plan, it may then apply for the Safe Streets for All funding for implementation activities to improve safety on roadways and at intersections. VHB Engineering was selected to develop the plan based on qualification-based proposals. Fees are eligible for reimbursement with Federal Highway Administration funds at a ratio of 80% FHWA (\$160,000) and 20% City of Hickory (\$40,000). Staff recommends Council's approval of the \$200,000 agreement for professional services with VHB Engineering NC, P.C. to develop the Safe Streets for All Comprehensive Safety Action Plan, with an 80/20 match (\$160,000 federal/\$40,000 local match).

- I. Approval to Pursue the GameTime Community Champions Grant in the Amount of \$49,750 for Play Equipment Replacement at Cliff Teague Park. **(Exhibit VIII.I.)**

Staff requests approval to pursue the GameTime Community Grant in the amount of \$49,750 for play equipment replacement at Cliff Teague Park. The grant offers 100% matching funds for play systems that exceed \$75,000 in cost. Staff will be pursuing a system priced at \$99,500. The City match will be \$49,750 and will be taken from the 24/25 5-Year CIP funds earmarked for the replacement of play equipment at Cliff Teague Park. Funds will be used to create an upgraded and inclusive playground at Cliff Teague Park. This meets the recommendation of park revitalization found in the park, recreation and sports tourism comprehensive master plan. Pursuit of the GameTime Community Champions grant for an inclusive system was unanimously supported by the Parks, Recreation & Sports Tourism Commission at their August 13, 2024 meeting. Staff requests approval to pursue the GameTime Community Champions Grant in the amount of \$49,750.

- J. Acceptance of the Bid and Award the Contract to Wilkie Construction Company SE, LLC to Construct a Group Hangar, Office Complex, and a Concrete Pad at the Hickory Regional Airport. **(Exhibit VIII.J.)**

Staff requests City Council's acceptance of the bid and award the construction contract to Wilkie Construction Company SE, LLC and authorize the City Manager to approve the construction contract in the amount of \$2,767,000 for a new group hangar at Hickory Regional Airport and an alternate bid for a concrete pad in the amount of \$33,700. The City requested construction bids in June and received a total of five bids. The lowest responsive bidder was Wilkie Construction Company with a low bid amount of \$2,767,000, plus an alternate bid in the amount of \$33,700. The project consists of a new 12,000 square foot group hangar and the addition of a 2,700 square foot office complex. The new building will be constructed on the west ramp adjacent to an existing hangar. The concrete pad is planned to accommodate air traffic from the NC Forest Service and Atrium Health, who are leasing space at the airport. The new hangar development aligns with the recommendations of a Hickory Regional Airport Task Force Report to promote and expand the assets at the airport to increase revenues through expansion of the number of base aircraft. The additional office space will be attractive to corporate partners seeking a location for their aviation operations, which will, in turn, create additional airport revenue. The project will be funded with NC Department of Transportation Reserve Funds that were originally allocated in the fiscal year 23-24 budget. Staff recommends Council accept the bid and award the construction contract to Wilkie Construction Company SE, LLC, and authorize the City Manager to approve the construction contract in the amount of \$2,767,000 for the construction of a new group hangar at Hickory Regional Airport and an alternate bid for a concrete pad in the amount of \$33,700.

- K. Approval of the Implementation of a Speed Limit Reduction to 25mph along 11th Avenue NE from 5th Street NE to 3rd Street Drive NE, and along 4th Street NE from 11th Avenue NE to 10th Avenue Drive NE. **(Exhibit VIII.K.)**

Staff request Council's approval to implement a speed limit reduction to 25mph along 11th Avenue NE from 5th Street NE to 3rd Street Drive NE, and along 4th Street NE from 11th Avenue NE to 10th Avenue Drive NE. 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 requesting traffic calming measures are required to complete and submit a petition with a certain percentage of properties in favor of implementation for a request to move forward. The City performs analysis to determine what, if any, measures are warranted. Traffic Division staff received the completed petition from property owners along 11th Avenue NE with regards to the Neighborhood Traffic Calming Program and have found the property owners to be compliant with the guidelines. The petition qualifies for a speed limit reduction to 25mph. twenty-two (22) properties were included in the petition and sixteen (16) 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 11th Avenue NE from 5th Street NE to 3rd Street Drive NE, and along 4th Street NE from 11th Avenue NE to 10th Avenue Drive NE.

- L. Budget Revision #4. **(Exhibit VIII.L.)**

1. To appropriate \$41,250 in Water & Sewer Fund Balance for biological assessment services in a professional services agreement with Carolina Ecosystems within the Northwest Sewer Extension Project.
2. To appropriate a total of \$12,000 for the Building Reuse Grant administered by the Western Piedmont Council of Governments. \$6,000 will come from Catawba County while the City's \$6,000 match will come from General Fund Contingency.
3. To appropriate \$26,000 in State revenues for the Governor's Highway Safety Program Grant for overtime and travel costs within the Hickory Police Department.
4. To appropriate a total of \$200,000 for the City's Safe Streets for All Comprehensive Safety Action Plan in a professional services agreement with VHB Engineering. \$160,000 comes from Federal grant revenues from the Federal Highway

Administration with the other \$40,000 in City matching funds coming from General Fund Balance.

5. To appropriate a total of \$4,850 in sponsorship revenues for programming and event costs within the Parks, Recreation, and Sports Tourism Department.

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business

A. Public Hearings

1. Consideration of a Resolution Directing that the Street Improvement Project be Undertaken for Curb and Gutter Petition 24-02 for a Portion of 290 16th Street Place SE – Presentation by Public Works Director Steve Miller. **(Exhibit XI.A.1.)**

The City Clerk received a petition from the owner of the property along 16th Street Place 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. Staff recommends Council's approval of the resolution directing that the street improvement project be undertaken for Petition No. 24-02 to construct curb and gutter in front of the business at 290 16th Street Place SE (PIN 3712-06-48-0633).

The public hearing was advertised in a newspaper having general circulation in the Hickory area on August 10, 2024.

B. Departmental Reports

1. Appointments to Boards and Commissions

CITIZENS ADVISORY COMMITTEE

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

VACANT

COMMUNITY APPEARANCE COMMISSION

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

VACANT

COMMUNITY RELATIONS COUNCIL

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

African American (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)

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

VACANT

HISTORIC PRESERVATION COMMISSION

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

Historic Properties Owner (Council Appoints)

VACANT

PUBLIC ART COMMISSION

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

VACANT
VACANT

RECYCLING ADVISORY BOARD

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

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YOUTH COUNCIL

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

Youth Council Applicant Review Committee Recommends the Following Appointments:

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

1. *Approval of Closed Session Minutes of July 16, 2024 - NCGS §143-318.11(a)(1)*
2. *Consultation with Attorney - NCGS §143-318.11(a)(3)*

XV. Adjournment

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

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

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

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, August 20, 2024 at 6:00 p.m., with the following members present:

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

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

- I. Mayor Guess called the meeting to order. All Council members were present.
- II. Invocation by Reverend William Sturm, Sandy Ridge Baptist Church
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of August 6, 2024

Alderwoman Patton moved, seconded by Alderman Seaver that the Minutes of August 6, 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 Alderman Seaver that the following be reaffirmed and ratified on second reading. The motion carried unanimously.

 - A. Approval of Amending the Parking Enforcement Provisions of the City of Hickory Code or Ordinance. (First Reading Vote: Unanimous)
 - B. Budget Revision Number 2. (First Reading Vote: Unanimous)
 - C. Consideration of Text Amendment 24-01 to the City’s Land Development Code. (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.

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

 - A. Approved the Purchase of Equipment from White’s International Truck in the Amount of \$145,728, through the NC State Contract 22-08-0913.

Staff requests Council’s approval of the purchase of a 2024 CV515 SFA (CV515) truck with Adkins model 134-94-DW 11’ heavy duty service body with warranty on the cab and chassis in the amount of \$145,728 from White’s International Truck, through the NC State Contract 22-08-0913. The equipment is being replaced as a component of the Public Services Street Division’s Capital Budget. Specifications were prepared by the Street and Fleet Divisions to ensure the purchase of the type of equipment that would best serve the Division, and this model meets all specifications. Staff recommends Council’s approval of the purchase of a 2024 CV515 SFA (CV515) truck with Adkins model 134-94-DW 11’ heavy duty service body, with warranty on the cab and chassis, in the amount of \$145,728 from White’s International Truck through the NC State Contract 22-08-0913.
 - B. Approved the Contract Amendment with KCI Technologies, Inc. in the Amount of \$43,890 for Grant Administration for the Snow Creek Pump Station Project.

Staff requests Council’s approval of the contract amendment with KCI Technologies Inc. in the amount of \$43,890 for the grant administration of the North Carolina Disaster Relief and Mitigation Fund grant project for flood mitigation at the Snow Creek Pump Station. On January 21, 2024, Public Utilities applied for supplemental grant funding for an Emergency Management Disaster Relief and Mitigation grant through the NC Department of Public Safety (NCDPS). This grant application was intended to assist with cost overruns anticipated due to construction cost increases realized between the FEMA BRIC grant award and projected construction. NCDPS approved this application and awarded the City

of Hickory a grant in the amount of up to \$736,523 on May 3, 2024, for Snow Creek Pump Station relocation, flood hardening, and streambank restoration along Snow Creek, which Council approved on June 18, 2024. Council approved the contract with KCI Technologies Inc. for the design, permitting, bidding, grant administration, and construction project administration for FEMA BRIC grant project for flood mitigation at the Snow Creek Pump Station on July 19, 2023. This contract amendment will include the necessary grant management, reporting, and reimbursement requests required of the additional Disaster Relief and Mitigation Grant. Staff recommends Council's approval of the contract amendment with KCI Technologies Inc. in the amount of \$43,890 for the grant administration of the North Carolina Disaster Relief and Mitigation Fund grant project for flood mitigation at the Snow Creek Pump Station.

- C. Approved the Contract Amendment with KCI Technologies, Inc. in the Amount of \$52,000 for Grant Administration for the Northeast Wastewater Treatment Facility Project.

Staff requests Council's approval of the contract amendment with KCI Technologies Inc. in the amount of \$52,000 for the grant administration of the North Carolina Disaster Relief and Mitigation Fund grant project for flood mitigation at the Northeast Wastewater Treatment Facility (WWTF). On January 21, 2024, Public Utilities applied for supplemental grant funding for an Emergency Management Disaster Relief and Mitigation grant through the NC Department of Public Safety (NCDPS). This grant application was intended to assist with cost overruns anticipated due to construction cost increases realized between the FEMA BRIC grant award and projected construction. NCDPS approved this application and awarded the City of Hickory a grant in the amount of up to \$901,669 on May 3, 2024, for flood hardening and streambank restoration along Falling Creek at the Northeast WWTF, which Council approved on June 18, 2024. Council approved the contract with KCI Technologies Inc. for the design, permitting, bidding, grant administration, and construction project administration for FEMA BRIC grant project for flood mitigation at the Northeast WWTF on June 21, 2022. This contract amendment will include the necessary grant management, reporting, and reimbursement requests required of the additional Disaster Relief and Mitigation Grant. Staff recommends Council's approval of the contract amendment with KCI Technologies Inc. in the amount of \$52,000 for the grant administration of the North Carolina Disaster Relief and Mitigation Fund grant project for flood mitigation at the Northeast WWTF.

- D. Acknowledged the Conflict of Interest for Two Non-Profit Applicants from the City's Community Development Block Grant Program.

Staff requests Council's acknowledgement of the publication of the notice of a conflict of interest stemming from a nonprofit's application for funding from the City's Community Development Block Grant Program (CDBG). The City of Hickory is a participating jurisdiction in the United States Department of Housing and Urban Development's (HUD) Community CDBG program that allows funding to nonprofit organizations to undertake eligible activities. The City has received an application for funding from a nonprofit who has a Citizen's Advisory Committee member who sits on its Board of Directors and another nonprofit who has two current City employees who sit on its Board of Directors. Federal regulations governing the CDBG program require that in order for the applicant to be eligible for any benefit for Public Service Activities funding, the City, as the participating jurisdiction, must provide disclosure of the potential conflicts associated with this application. Pursuant to the CDBG Program's Conflict of Interest Regulations (24 C.F.R. §570.611), the City, as a participating jurisdiction in the CDBG Program, hereby is providing public notice of the potential conflicts of interest raised by the nonprofit's application to the City's CDBG Program. The notice is posted on the City's website, City Hall, Patrick Beaver Memorial Library and the Ridgeview Library. Staff requests Council's acknowledgement of the publication of notice of a conflict of interest stemming from two nonprofit's application for funding from the City's Community Development Block Grant Program.

- E. Approved Change Order Number 1 with Thomas, Gordan and Shook Consulting Engineers, Inc. in the Amount of \$49,897.54, Contingent upon North Carolina Department of Transportation Concurrence.

Staff requests Council's approval of change order number 1 to the Agreement for Professional Services with Thomas, Gordan and Shook (TGS) Consulting Engineers, Inc. for construction phase services including design modifications and consulting services as directed by the City of Hickory during the construction phase of HL-0004 in the amount of \$49,897.54, contingent upon 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. Construction phase services are needed for 17th Street NW Extension, including a multi-use path, from 9th Avenue NW to Clement Boulevard NW. TGS provided PE and Design service for HL-0004

and this change order will be an extension to their existing contract adding construction phase services including design modifications and consulting services. Staff recommends Council’s approval of change order number 1 to the Agreement for Professional Services with Thomas, Gordan and Shook (TGS) Consulting Engineers, Inc. for design modifications and consulting services related to HL-0004 in the amount of \$49,897.54 contingent upon NCDOT concurrence.

F. Approved on First Reading Budget Revision Number 3.

**ORDINANCE NO. 24-31
BUDGET REVISION NUMBER 3**

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 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
Public Safety	15,789	-
Culture & Recreation	22,305	-
General Government	-	291,898
Other Financing Uses	517,898	-
TOTAL	555,992	291,898

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

FUNCTIONAL AREA	INCREASE	DECREASE
Sales and Services	25,305	-
Other Financing Sources	238,789	-
TOTAL	264,094	-

SECTION 2. To amend the Water/Sewer Fund within the FY 2024-25 Budget Ordinance the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	95,890	-
TOTAL	95,890	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	95,890	-
TOTAL	95,890	-

SECTION 3. To amend the Northeast Wastewater Treatment Facility FEMA Grant (#83309) Capital Project Ordinance the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Projects	52,000	-
TOTAL	52,000	-

To provide funding for the above, the Northeast Wastewater Treatment Facility FEMA Grant (#83309) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	52,000	-
TOTAL	52,000	-

SECTION 4. To amend the Snow Creek Pump Station FEMA Grant (#83312) Capital Project Ordinance the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Projects	43,890	-
TOTAL	43,890	-

To provide funding for the above, the Snow Creek Pump Station FEMA Grant (#83312) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
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Other Financing Sources	43,890	-
TOTAL	43,890	-

SECTION 5. To amend the 17th Street Northwest Extension (#54618) Capital Project Ordinance the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	1,249,898	-
TOTAL	1,249,898	-

To provide funding for the above, the 17th Street Northwest Extension (#54618) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	291,898	-
Restricted Intergovernmental	958,000	-
TOTAL	1,249,898	-

SECTION 6. To amend the Sandy Ridge Intersection (#54615) Capital Project Ordinance the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	1,130,000	-
TOTAL	1,130,000	-

To provide funding for the above, the Sandy Ridge Intersection (#54615) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	226,000	-
Restricted Intergovernmental	904,000	-
TOTAL	1,130,000	-

SECTION 7. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

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

1. Approved the Voluntary Non-Contiguous Annexation of 15.543-Acres, Located on Kool Park Road, across from 24th Street NE, Hickory, PIN 3724-1722-2019, Owned by Limited NC Properties, LLC – Presented by Planning Director Brian Frazier.

Consideration of the voluntary satellite annexation of 15.543 acres of property located on Kool Park Road NE across from 24th Street NE, identified as PIN 372417222019. 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. Surrounding properties are zoned R-1 and R-2 Residential. The surrounding areas consist largely of single-family residences. The current tax value of the property is \$153,700. If annexed, the property would generate \$699 in additional tax revenues. This value does not consider any new lots or residences constructed upon them. Upon analysis, staff determined the petition meets the statutory requirements for voluntary satellite annexation, and adequate public services are available. Staff finds the petition to be in conformity with applicable statutes and recommends approval of the petition.

The public hearing was advertised in a newspaper having general circulation in the Hickory area on August 10, 2024.

City Manager Warren Wood asked Planning Director Brian Frazier to the podium to present Council with the Voluntary Non-Contiguous Annexation of 15.5-acres, located on Kool Park Road, across from 24th Street NE, Hickory, North Carolina, owned by Limited NC Properties, LLC.

Planning Director Brian Frazier gave a PowerPoint presentation. He discussed the voluntary satellite annexation. The current development was vacant. The future development would be residential for single family detached dwelling units. The annexation was being sought to gain public utilities, sanitary sewer. He referred to the PowerPoint and displayed a map. He pointed out the City limits, the extra-territorial jurisdiction (ETJ), the property located in the County, Lawson's Creek Subdivision, Brookfield Subdivision, Kool Park Road, Sandy Ridge Baptist and Sandy Ridge Road. He displayed a map and pointed out the current zoning, the R-2 area, the areas around it were principally R-1, and County R-20. He pointed out the subject property, Lawson's Creek, Brookfield Subdivision, and Kool Park. He displayed an aerial ortho and pointed out the proposed annexation area, Brookfield Subdivision, and Kool Park Road. He noted behind Brookfield, running through the property, bisecting it, was Snow Creek. He discussed staff's findings and recommendations. The annexation petition, they believed, complied with all annexation statutes and public services were available. The annexation of the property would not cause public services to fall below acceptable levels. Based on these findings, staff respectfully recommended approval of the requested annexation. He asked for any questions from Council.

Mayor Guess asked if there were any questions for Mr. Frazier.

Alderman Wood referred to Snow Creek which had historically been a flood issue in certain parts of Snow Creek. He asked if there would be a retention pond required on this property to mitigate runoff?

Planning Director Brian Frazier advised that he could almost assuredly say yes. There was some rough topo in there. The area had the blue line stream that was governed by the Corp of Engineers, and there was fairly extensive floodplain. This was one of several proposals since he had been at the City to develop this property. It was just tough. He did not think there was going to be any more than a dozen, if they could even get a dozen units in there, with the stormwater control measures and such.

Alderman Wood commented that if it was done right, it would help them with Snow Creek and the flooding, it would take pressure off of it.

Planning Director Brian Frazier confirmed that was exactly correct.

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

PROPONENT

Mr. Jeff Hunter, 17 Woodgate Court, Durham, NC, advised he was the agent who submitted the annexation. He thanked Council for this opportunity and appreciated the introduction and presentation. He represented the owner of the property, and they see the opportunity for some residential development here. He understood that there were some constraints that would have to be dealt with and they were fully prepared to address those.

Council members thanked Mr. Hunter.

Mayor Guess asked if anyone else wished to speak in favor. No one appeared. He closed the public hearing.

Alderman Seaver moved, seconded by Alderwoman Patton approval of the voluntary non-contiguous annexation of 15.543-acres, located on Kool Park Road NE, across from 24th Street NE. The motion carried unanimously.

ANNEXATION ORDINANCE NO. 504
VOLUNTARY ANNEXATION ORDINANCE (NON-CONTIGUOUS)
Limited NC Properties, LLC

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

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

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

WHEREAS, the City Clerk has certified to the sufficiency of said request, and a public hearing on the question of this annexation was held in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina, at 6:00 p.m. on the 20th day of August 2024; and

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

- a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the City of Hickory.
- b. No point on the proposed satellite corporate limits is closer to another city than to the City of Hickory.
- c. The areas described are so situated that the City will be able to provide services on the same basis within the proposed satellite corporate limits that it provides within the primary corporate limits.
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation.
- e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, will not exceed ten percent (10%) of the area within the primary corporate limits of the City of Hickory.

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following-described non-contiguous territory is hereby annexed and made a part of the City of Hickory as of the 31st day of August 2024:

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 Caroll 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 Carol 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.

Section 2. Upon and after the 31st day of August, 2024, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hickory and shall be entitled to the same privileges and benefits as other parts of the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10, as amended.

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

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

2. Approved 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 – Presented by Planning Director Brian Frazier.

Consideration of the voluntary satellite annexation of 17.57 acres of property located adjacent to 298 19th Avenue SE, identified as PIN 370107675744. 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. 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 determined the petition meets the statutory requirements for voluntary satellite annexation, and adequate public services are available. Staff finds the petition to be in conformity with applicable statutes and recommends approval of the petition.

The public hearing was advertised in a newspaper having general circulation in the Hickory area on August 10, 2024.

City Manager Warren Wood asked Planning Director Brian Frazier to the podium to present Council with the Voluntary Non-Contiguous Annexation of 17.57-acres, located adjacent to 298 19th Avenue SE, owned by Futuro, LLC.

Planning Director Brian Frazier gave a PowerPoint presentation. He advised the development was vacant. The future development was residential. The agent, Oscar Vasquez for Futuro, LLC, had finished the infill for the subdivision for Stonebrook. Several years ago, the project had basically gone under. Mr. Vasquez brought it back to life, finished the infills, probably about 15 or 20 lots. There had been many iterations of this property over the past 18-19 years, and right now the property just to the north of it was already within the City limits and had been platted for 185 single family residences. He referred to the PowerPoint and displayed a map. He pointed out the City boundary, the extra-territorial jurisdiction (ETJ), the area located in Brookford, the annexation area, the Hickory City limits, Catawba Valley Boulevard running east/west, Highway 70 and I-40. He displayed a map and pointed out the area being considered for future annexation, planned development, the Brookford zoning, and Hickory zoning. He noted this was basically a low to medium density area surrounding the Stonebrook Subdivision project. He pointed out Stonebrook, the first phase to the north, the southern phase was what they were discussing this evening. He pointed out I-40, to the north Grandview Middle School, Hickory Fire Department Station Number 7, and the proposed Blueberry Farm Subdivision property. He discussed the staff's findings and recommendation. The annexation petition, they believed complied with all applicable rules. Public services were available, and public services would continue to meet acceptable levels. Staff respectfully recommended approval of this requested annexation. He asked for any questions.

Mayor Guess asked for any questions for Mr. Frazier pertaining to this annexation.

Alderman Freeman commented that not only was this property in his ward, but basically they were his next-door neighbors. They would be right there by the church.

Alderman Wood asked if he had an idea if the homes would be consistent in construction with what was in Stonebrook now. Did he have a sense of that?

Planning Director Brian Frazier advised they had not gotten that far with that. They had not gotten down to that nitty gritty yet. The planned development things were flexible. There may be some changes in the proposed single family detached possibly, to single family attached, depending on the market. Unfortunately, over the past half dozen or more years, the General Assembly does not allow them to regulate or even have guidelines for one- or two-family dwelling units.

City Manager Warren Wood advised that single family attached was townhomes.

Planning Director Brian Frazier confirmed that was correct.

Mayor Guess asked for any other questions for Mr. Frazier. He thanked Mr. Fraizer. He advised the same rules for conducting the public hearing applied. He declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. Mayor Guess asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Guess closed the public hearing.

Alderman Patton moved, seconded by Alderman Williams approval of the voluntary non-contiguous annexation of 17-57-acres, located adjacent to 298 19th Avenue SE. The motion carried unanimously.

ANNEXATION ORDINANCE NO. 505
VOLUNTARY ANNEXATION ORDINANCE (NON-CONTIGUOUS)
Futuro, LLC

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

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

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

WHEREAS, the City Clerk has certified to the sufficiency of said request, and a public hearing on the question of this annexation was held in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina, at 6:00 p.m. on the 20th day of August 2024; and

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

- a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the City of Hickory.
- b. No point on the proposed satellite corporate limits is closer to another city than to the City of Hickory.
- c. The areas described are so situated that the City will be able to provide services on the same basis within the proposed satellite corporate limits that it provides within the primary corporate limits.
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation.
- e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, will not exceed ten percent (10%) of the area within the primary corporate limits of the City of Hickory.

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following-described non-contiguous territory is hereby annexed and made a part of the City of Hickory as of the 31st day of August 2024:

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 1/2" 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 1/2" 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 1/2" rebar; thence, continuing with the north line of Evans, South 74 degrees 23 minutes 27 seconds West 152.87 feet to a 1/2" rebar in the north line of Evans, said rebar located North 74 degrees 23 minutes 27 seconds East 374.51 feet from a 1/2" 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 1/2" rebar; thence North 75 degrees 13 minutes 04 seconds East 100.00 feet to a 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" rebar; thence North 48 degrees 08 minutes 27 seconds East 57.62 feet to a 1/2" 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 1/2" rebar; thence North 24 degrees 22 minutes 40 seconds East 10.40 feet to a 1/2" 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 1/2" rebar; thence North 65 degrees 37 minutes 24 seconds West 47.56 feet to a 1/2" 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 1/2" 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 1/2" 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 1/2" 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 3/4" pipe; thence South 73 degrees 39 minutes 54 seconds East 94.82 feet to a 3/4" 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.

Section 2. Upon and after the 31st day of August, 2024, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hickory and shall be entitled to the same privileges and benefits as other parts of the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10, as amended.

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

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

B. Departmental Reports:

1. Appointments to Boards and Commissions

CITIZENS ADVISORY COMMITTEE

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

At-Large (Council Appoints)	VACANT
At-Large (Council Appoints)	VACANT

Alderman Patton nominated Tara Bland as an At-Large Representative on the Citizens Advisory Committee.

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

Alderman Wood nominated Lynn Sampson for Reappointment as Ward 1 Representative on the Community Appearance Commission.

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

Alderman Williams nominated Charles Anthony Moretz Jr. as a Caucasian Representative on the Community Relations Council.

HICKORY REGIONAL PLANNING COMMISSION

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

Burke County Representative (Mayor Appoints with Recommendation from Burke County)	VACANT
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HISTORIC PRESERVATION COMMISSION

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

Historic Properties Owner (Council Appoints)	VACANT
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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
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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

Staff Liaison Recommends the Appointment of Za’Kira Hewitt as a Hickory High School Representative on the Youth Council.

Mayor Guess nominated Za’Kira Hewitt as a Hickory High School Representative on the Youth Council.

Alderman Seaver 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

Alderman Seaver commented that school started on Monday.

XIV. There being no further business, the meeting adjourned at 6:18 p.m.

Mayor

City Clerk



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

Office of the Mayor

PROCLAMATION CONSTITUTION WEEK 2024

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2024, marks the two hundred and thirty-seventh Anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, BE IT RESOLVED I, Hank Guess, Mayor of the City of Hickory, on behalf of Hickory City Council, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

This 4th day of September, 2024.

Mayor Hank Guess

COUNCIL AGENDA MEMOS**To: City Manager's Office****From: Steve Miller, Public Works Director****Contact Person: Andrew S. Ballentine, Solid Waste Manager****Date: August 14, 2024****Re: Automated Leaf Truck Purchase****REQUEST**

Staff requests Council acceptance and approval of a bid and award to Carolina Environmental Systems, Inc. for a 2024 Freightliner M2106 Cab/Chassis with a Pac Mac 25yd chassis mounted automated leaf collection unit per the N.C. Sheriffs Association reference Bid #24-08-0421 in the amount of \$272,982.00.

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 automated leaf trucks for efficient collection of loose leaves within our Recycling Division's Yard Waste Service. This unit allows for loose leaves to be collected by a single operator and collects approximately 6,000 pounds per load average. This truck will replace a similar piece of equipment purchased in 2009.

ANALYSIS

The Solid Waste Recycling Division capital equipment improvement plan includes the replacement of an Automated Leaf Truck in FY 24-25. These trucks are used to collect loose leaves along the curb line throughout the City. This type of truck allows the division to perform this essential function in an efficient and effective manner by requiring the least staff. 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 specified truck applies to the NC Sheriffs Association Bid #24-08-0421 for a 2024 Freightliner M2106 Cab/Chassis with a Pac Mac 25yd chassis mounted automated leaf collection unit. The approved Solid Waste Recycling Division (4800) Capital Budget includes purchase of an Automated Leaf Truck in the amount of \$272,982.00.

RECOMMENDATION

Staff recommends Council acceptance and approval of a bid and award to Carolina Environmental Systems, Inc. for a 2024 Freightliner M2106 Cab/Chassis with a Pac Mac 25yd chassis mounted automated leaf collection unit per the NC Sheriffs Association reference Bid #24-08-0421 in the amount of \$272,982.00.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

039-4800-54-75-01

Reviewed by:

Steve Miller
Initiating Department Head

8/14/24
Date

Rodney Miller
Asst. City Manager Rodney Miller

8/27/24
Date

Pat Beasley
Asst. City Manager, R. Beasley

8/28/24
Date

Kari Dunlap
Finance Officer, Kari Dunlap

8/27/24
Date

Cameron McHargue
Deputy Finance Officer,
Cameron McHargue

8-28-24
Date

Yaidee Fox
Asst. City Manager Yaidee Fox

8/26/24
Date

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

W. Wood
City Manager, W. Wood

8.27.24
Date

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168
Phone: 800-239-7796
336-904-0952

QUOTE

December 18, 2023
City of Hickory
Attention: Mr. Brad Abernathy

Dear Brad,

CES appreciates the opportunity to submit you the following quotation via **NC Sherriff's Contract #24-08-0421**:

I. One (1) Pac Mac 25 cubic yard chassis mounted automated leaf collection unit complete with 74 HP Kubota diesel auxiliary engine, top-hinged hydraulically operated tailgate, three (3) way hydraulic boom, hydraulic drive controls, removable top vent covers, bottom exhaust to direct dust downward, removable high strength liner for impeller housing, removable high strength deflector plate, hinged inlet door, rear vision camera system, painted white, factory mounting, incoming freight and service.

Option 1. All as per the above and mounted on one (1) 2024 Freightliner M2106 Plus cab/chassis complete as per the enclosed specifications

Sales Price: \$272,982

Delivery: Approximate delivery for Q1/Q2 2024, subject to prior sale

*There are currently two units available at the above price

Option 2. All as per the above and mounted on one (1) 2024 Freightliner M2106 Plus cab/chassis complete as per the enclosed specifications

Sales Price: ~~\$281,981~~

Delivery: Approximate delivery for Q2/Q3 2023, subject to prior sale

We sincerely appreciate the opportunity to submit the above quotation. If we may answer any questions or be of service to you in any way, please do not hesitate to contact us at: 1-800-239-7796.

Ben Taylor, Carolina Environmental Systems

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

By: _____
Warren Wood, City Manager


Date: _____

Attest:

(SEAL)

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: Mark Seaman, Parks, Recreation & Sports Tourism Director
Contact Person: Mark Seaman
Date: August 20, 2024
Re: Nonresident Usage Fee

REQUEST

Add the following paragraph to the Code of Ordinance under Sec. 23-9

Nonresident Fees

The City recognizes that residents contribute to the costs of programs and services provided by the City through payment of local taxes. As a method of equalizing the burden of supporting programs and services provided by the City, unless otherwise specified in the fee schedule, participants residing outside of the City will be required to pay additional fees for parks and recreation programs and services provided by the City in accordance with the fee schedule as is set from time to time by the city council.

BACKGROUND

On July 1, 2024, the city began charging a yearly fee for nonresidents to use city indoor recreation facilities. Appropriate wording in the code of ordinance is needed to reflect this change.

ANALYSIS

This nominal fee was put in place for nonresidents since programs and facilities are paid for through resident's taxes. The fee provides an avenue for nonresidents to share in upkeep and maintenance of city facilities.

RECOMMENDATION

Parks, Recreation & Sports Tourism recommends city council adds the ordinance into the code of ordinance

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Mark Seaman

Initiating Department Head

[Signature]

Asst. City Manager Rodney Miller

[Signature]

Finance Officer, Kari Dunlap

[Signature]

8/20/2024

Date

[Signature]

Date

8/27/24

Date

[Signature]

Date

Deputy City Attorney, T Swanson

[Signature]

Asst. City Manager, R. Beasley

[Signature]

Purchasing Manager,

[Signature]

Date

8/20/24

Date

8-28-24

Date

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

[Signature]

City Manager, W. Wood

8.27.24

Date

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF HICKORY ADDING
NONRESIDENT FEES PROVISION TO THE CITY OF HICKORY CODE
OF ORDINANCES**

WHEREAS, City Council has determined that it is necessary and will serve the public interest to add the following provision to the City of Hickory Code of Ordinances.

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

- 1. Section 23-9 shall be added to the Hickory Code of Ordinances to read as follows:

Sec. 23-9. – Nonresident Fees.

The City recognizes that residents contribute to the costs of programs and services provided by the City through payment of local taxes. As a method of equalizing the burden of supporting programs and services provided by the City, unless otherwise specified in the fee schedule, participants residing outside of the City will be required to pay additional fees for parks and recreation programs and services provided by the City in accordance with the fee schedule as is set from time to time by the city council.

- 2. 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

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



City of Hickory
Finance Officer

4

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Stephen Craig, Fire Marshal
Contact Person: Stephen Craig
Date: August 19, 2024
Re: Public Fireworks Display

REQUEST

To obtain approval to issue a pyrotechnic display permit to PyroStar Entertainment for a fireworks display at the Hickory Motor Speedway for the below listed dates.

BACKGROUND

Kevin Piercy, General Manager of Hickory Motor Speedway, has submitted a request to obtain permission to conduct public fireworks displays on the following dates:

Saturday, September 14, 2024

The following would be a rain date:

Saturday, November 16, 2024

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:

[Signature]

Initiating Department Head

8-19-24

Date

[Signature]

Asst. City Manager Rodney Miller

8/27/24

Date

[Signature]

Asst. City Manager, R. Beasley

8/28/24

Date

[Signature]

Finance Officer, Kari Dunlap

8/27/24

Date

[Signature]

Asst. Finance Officer, C. McHargue

8-28-24

Date

[Signature]

8/26/24

Date

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

W. Wood

City Manager, W. Wood

8.27.24

Date



Hickory Motor Speedway
3130 Hwy 70 SE
Newton, NC 28658

(828)-464-3655

To Whom it may concern,

I would like to put in a request to the Hickory City Council to conduct a Fireworks display at Hickory Motor Speedway on September 14^h 2024 with a rain date of November 16th 2024

I appreciate your help in submitting this request and I look forward to hearing from you soon.

Sincerely,

Kevin Piercy

Kevin Piercy
Hickory Motor Speedway
General Manager

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Anna Beth Walker, Community Development Specialist

Contact Person: Anna Beth Walker, Community Development Specialist

Date: August 20, 2024

Re: Call for Public Hearing to consider FY 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER)

REQUEST

Call for public hearing to consider the FY 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) for submission as required by the U.S. Department of Housing and Urban Development.

BACKGROUND

The U.S. Department of Housing and Urban Development requires the City of Hickory, as a Community Development Block Grant (CDBG) entitlement funding recipient, to report on CDBG monies spent within the previous fiscal year. The CAPER evaluates the effectiveness of the use of resources in addressing identified goals and objectives cited in the Annual Action Plan which is prepared before the fiscal year begins.

ANALYSIS

The City of Hickory, in complying with the U.S. Department of Housing and Urban Development's requirements, is preparing the CAPER, for submission to HUD. The CAPER outlines the City's CDBG expenditures from July 1, 2023 thru June 30, 2024. Notice of the availability of this document for public review will be published in the Hickory Daily Record on August 31, 2024, September 7, 2024, and September 14, 2024.

A copy of the CAPER will be available on the City Website and at City Hall beginning August 30, 2024.

RECOMMENDATION

Staff recommends that City Council call for a public hearing to be held on September 17, 2024 to consider the FY 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER).

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Dave Leonetti ^{DL}
Initiating Department Head
Date 8/20/2024

Deputy City Attorney
Date 8/23/24

Rodney Miller
Asst. City Manager Rodney Miller
Date 8/27/24

R. Beasley
Asst. City Manager, R. Beasley
Date 8-28-24

Kari Dunlap
Finance Director, Kari Dunlap
Date 8/27/24

Cameron McHargue
Deputy Finance Officer,
Cameron McHargue
Date 8-28-24

Yaidee Fox
Exe Asst City Manager Yaidee Fox
Date 8/26/24

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

W. Wood
City Manager, W. Wood

8.27.24
Date

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Steve Miller/Public Works Director
Contact Person: Steve Miller/Public Works Director
Date: August 21, 2024
Re: Call for Public Hearing for Street Closing Petition – Petitioner RGS Property LLC, for an unnamed Alley located between 1st Street SW and 2nd Street SW

REQUEST

Staff request Council's approval to call for a Public Hearing to close an unnamed alley located between 1st Street SW and 2nd Street SW. Public hearing to be held on October 1, 2024.

BACKGROUND

The City Clerk received a petition from RGS Property LLC owner of the properties abutting an unnamed alley located between 1st Street SW and 2nd Street SW. The petition requests the City to close the unnamed alley per NCGS § 160A-299.

ANALYSIS

The City Clerk received a petition from RGS Property LLC to close an unnamed alley located between 1st Street SW and 2nd Street SW. The unnamed alley is bound on the north, south, east, and west by the property owned by the Petitioner RGS Property LLC. The signature on the petition represents all the owner(s) of the property abutting this portion of the right-of-way. The petition fee of \$930 has been paid.

A memo was sent to various departments for their input on the street closing. No public utilities are located within the unnamed alley located between 1st Street SW and 2nd Street SW.

RECOMMENDATION

Staff recommends Council call for the public hearing to consider closing the unnamed alley located between 1st Street SW and 2nd Street SW, as petitioned by RGS Property LLC. Public Hearing to be held on October 1, 2024.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Initiating Department Head

Robin Miller

Asst. City Manager, R. Miller

Date

8/27/24

Date

Kari Dunlap

Finance Officer, Kari Dunlap

8/27/24

Date

Asst. City Manager, Y. Fox

Y. Fox

Asst. City Manager, R. Beasley

Cameron McHargue

Assistant Finance Officer, C. McHargue

Date

8/28/24

Date

8-28-24

Date

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

City Manager, Warren Wood

Date

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

PETITION TO CLOSE AN ALLEY/UNOPENED ROAD

BETWEEN 1ST AVE SW AND 2ND AVE SW

**TO: The Honorable Mayor and City Council
of the City of Hickory**

The undersigned, **RGS Property, LLC**, with a mailing address of 117 1st Ave SW Hickory, NC 28602, respectfully petitions the City Council of the City of Hickory as follows:

1. Petitioner is the owner of all tracts of property abutting and surrounding the alley located between 1st Street SW and 2nd Street SW.
2. That said portion of roadway is no longer necessary for public use or for access to any tract of property not owned by Petitioner herein and that the Petitioner herein requests to close said unopened portion of alley as described in Exhibit "A" and said Legal Description of the alley is attached hereto as Exhibit "B", both of which are incorporated herein by reference.
3. That the property located and abutting said portion of the alley/roadway to be closed is identified as Catawba County Tax Parcels 3702-07-58-7987; 3702-07-58-8976; 3702-07-58-8874 and 3702-07-58-7873, being owned by the Petitioner herein and is the only owner entitled to have a copy of the proposed resolution sent to them by registered or certified mail set forth in North Carolina General Statute §160A-299.
4. That the closing of said portion of this street/alley is not contrary to the public interest and will not cause hardships or inconvenience to any property owner and there is no individual or corporation owning property in the vicinity of said street that will be deprived of reasonable means of ingress or egress to their property by the closing of the same and that this Petitioner hereto desires that the same be closed.

RECEIVED
BY: P. Miller
DATE: 8-15-2024

- 5. That the City of Hickory acting through its Mayor and City Council is authorized by the North Carolina General Statute §160A-296 et. Seq. to close said unopened road/alley between 1st Street SW and 2nd Street SW as described above.

WHEREFORE, the undersigned Petition requests the Mayor and the City Council of the City of Hickory to declare their intent to close the alley/road between 1st Street SW and 2nd Street SW as described above, and to give Notice of Hearing to be held to consider such closing in accordance with the provisions of North Carolina General Statute §160A-299 by publishing Notice of said hearing once a week for four (4) consecutive weeks in the Hickory Daily Record, a newspaper in published in Hickory, Catawba County, North Carolina, and by posting, in at least two locations, a Notice of Closing and Public Hearing prominently along the alley/road to be closed between 1st Street SW and 2nd Street SW.

Respectfully submitted this 15th day of August, 2024.

PETITIONER:
RGS PROPERTIES, LLC

By: Robyn G. St. Clair
Robyn G. St. Clair, President

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, James R. Fleischer, a Notary Public for Alexander County, North Carolina, do hereby certify that Robyn G. St. Clair, President of RGS Properties, LLC, a North Carolina Limited Liability Company, personally came before me this day and acknowledged the due execution on the foregoing instrument in the capacity indicated on behalf of the company.

WITNESS my hand and Notarial Seal, this 15th day of August, 2024.



James R. Fleischer
Notary Public
My Commission Expires: 11/20/2027

Approval Certificate for Recombination of Land Plat

I certify that to the best of my ability, I have determined that the plot shown hereon is exempt from the City of Hickory Subdivision Regulations. This plot involves the combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the City of Hickory.

CJA
Director of Planning or Designer
Date: 8-1-2024

Watershed Notation

The parcels of land shown on this plat ARE located within a Watershed Area

NC Grid Marker
Municipal 140 83)
n---729,581.49
e---1,508,227.17
Combined Factor:
0.99995723

Review Officer Certificate

State of North Carolina
County of Catawba
Cal Oney, Review Officer
of Catawba County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
Date: 8-1-2024
Review Officer: *Cal Oney*

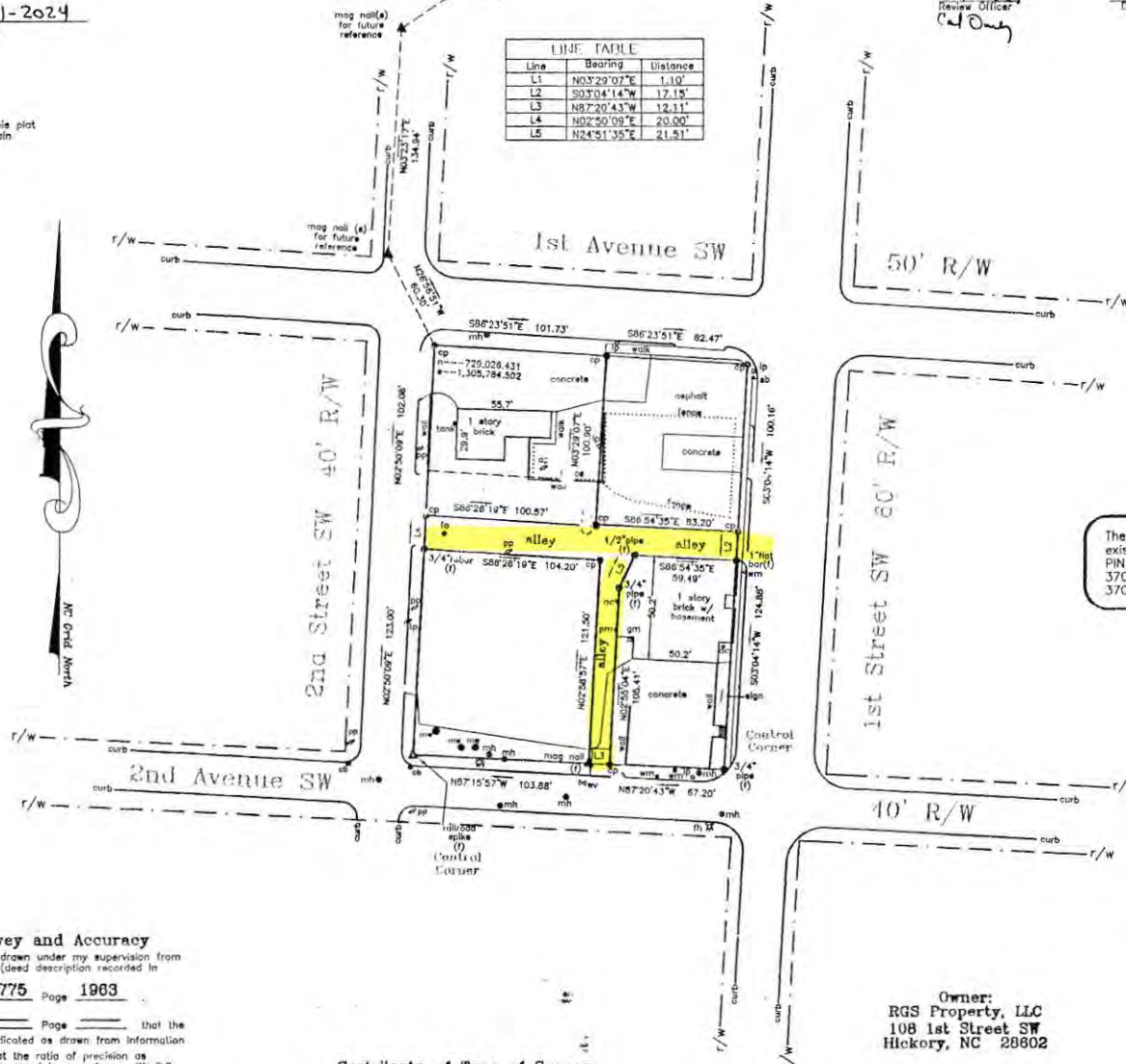
Flood Plain Notation

The surveyed parcels of land as shown on this plot are ARE NOT located in a 100-year flood plain
Zone: X
FEMA Panel Number: 3710370200J
Effective Date: 09-05-07

Legend:

- = 1/2" Rebar (s)
- = Iron Found (f)
- * = Calculated Point (cp)
- ▲ = Mag Nail
- nts = Not to Scale
- r/w = Right of Way
- ac = Air Conditioning Unit
- ap = Antenna Pole
- au = Aerial Utilities
- cb = Catch Basin
- fo = Fiber Optic
- gm = Gas Meter
- lp = Light Pole
- mh = Sewer Manhole
- mw = Monitor Well
- pm = Power Meter
- pp = Power Pole
- tp = Telephone Pedestal
- wm = Water Meter
- wv = Water Valve

Line	Bearing	Distance
L1	N03°29'02"E	1.10'
L2	S03°04'14"W	17.15'
L3	N87°20'43"W	12.11'
L4	N02°50'09"E	20.00'
L5	N24°51'35"E	21.51'



Notes:

Current tax records are used to identify adjoining property owners.

The property shown hereon is subject to all easements, right of ways, restrictions, and agreements not shown hereon.

There were North Carolina horizontal control markers found to exist within 2000' of the surveyed property.

Total Area: 1.028 Acres (44,760 sf)
(area computed by the coordinate method)

Broken lines represent property lines which are not actually surveyed. These dashed lines were taken from deeds or other sources.

The surveyed property is zoned C-1 (Hickory)
1/2" rebar were set at all new property corners.

The surveyed property IS NOT located in a 1/2 mile close proximity to an agricultural district.

The purpose of this plat is to abandon the existing alleys and to combine the following PIN numbers into one parcel: 370207588874, 370207587873, 270207587987, and 370207588976.

Exempt Recombination Plat for RGS Property, LLC

Address: 108 1st Street SW-- Hickory, NC 28602
Address: 211 2nd Avenue SW-- Hickory, NC 28602
Address: 117 1st Avenue SW-- Hickory, NC 28602
Address: 1st Avenue SW-- Hickory, NC 28602

Hickory Township	Catawba County	North Carolina
Scale: 1"=50'	Drawn By: lee	File: 1023285
Dead Reference: Book 3784	Page 884	
Dead Reference: Book 3775	Page 1963	
Dead Reference: Book 3770	Page 1386	
Pin Number: 3702-07-58-8974		
Pin Number: 3702-07-58-7873		
Pin Number: 3702-07-58-7987		
Pin Number: 3702-07-58-8976		
Plat Reference: Book 4	Page 8	
Tax Map Number: 5H	Block 08	Lot 03
Tax Map Number: 5H	Block 08	Lot 04
Tax Map Number: 5H	Block 08	Lot 01
Tax Map Number: 5H	Block 08	Lot 02
Survey By: gg/dd/bs	Date of Survey: 10-31-23	Drawing Number: H3B-5854

Surveyors Certificate of Survey and Accuracy

I, Donald S. Miller, certify that this map was drawn under my supervision from an actual survey made under my supervision (see description recorded in

Book 3784, Page 884; Book 3775, Page 1983

Book 3770, Page 1386; Book _____, Page _____ that the boundaries not surveyed by me are clearly indicated as drawn from information found in Book _____, Page _____; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended.

Witness my original signature, registration number and seal this 17th day of November, A.D., 2023.

Donald S. Miller
Professional Land Surveyor
License - L-1257

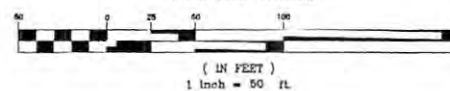


Certificate of Type of Survey

This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision

Donald S. Miller
Surveyor

GRAPHIC SCALE



Donald S. Miller - Surveying
3815 22nd Street NE-- Hickory, NC 28601
Phone: (828) 322-4013

88-114 Exhibit "A"

FILED Aug 01, 2023 04:37 pm
CATAWBA COUNTY NC
BOOK 00088
DONNA HICKS SPENCER
REGISTER OF DEEDS
PAGE 0114
INST # 13598

EXHIBIT "B"

Beginning at a Mag Nail set found in the southwestern corner of the Property of RGS Property, LLC (PIN: 370207587873) and being described in Deed Book 3775, Page 1967 and following alongside a 40' Right of Way (being commonly known as 2nd Street SW) N 02°50'09" E 123.00 feet to a ¾" rebar found and being the POINT OF BEGINNING, thence S 86°26'19" E 104.20' to a calculated point, thence S 02°58'57" W 121.50' to a mag nail set found, thence with 2nd Avenue SW to the south, S 87°20'43" W 12.11' to a calculated point, thence with the property of RGS Property, LLC to the east (PIN: 370207588874) and being described in Deed Book 3708, Page 182, N 02°55'04" E 105.41' to a ¾" pipe found, thence N 24°51'35" E 21.51' to a ½" pipe found, thence with the property of RGS property to the south (PIN: 370207588874) and being described in Deed Book 3708, Page 182, S 86°54'35" E 59.49' to a 1" flat bar found, thence with a 60 foot right of way (commonly known as 1st Street SW) N 03°04'14" E 17.15' to a calculated point, thence with the property of RGS Property, LLC to the north (PIN: 370207588976) and being described in Deed Book 3770, Page 1386, N 86°54'35" W 83.20' to a calculated point, thence continuing on N 86°26'19" W 100.57' to a calculated point, thence with a 40' right of way (commonly known as 2nd Street SW) to the west, S 02°50'09" W 20.00' to the POINT OF BEGINNING, and being a unopened alley as shown on Plat Book 88, Page 114, Catawba County Registry of Deeds.





1in=60ft

Parcel: 370207587987, 117 1ST AVE SW HICKORY, 28602

Owners: RGS PROPERTY LLC,

Owner Address: 108 1ST ST SW

Values - Building(s): \$41,700, Land: \$31,400, Total: \$73,100

 To be closed
 RGS Property LLC

This map/report product was prepared from the Catawba County, NC Geospatial Information Services. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map or data on this report. Catawba County promotes and recommends the independent verification of any data contained on this map/report product by the user. The County of Catawba, its employees, agents, and personnel, disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map/report product or the use thereof by any person or entity.

Parcel Report - Catawba County NC

Parcel Information:

Parcel ID: **370207587987**
Parcel Address: 117 1ST AVE SW
City: HICKORY, 28602
LRK(REID): 5489
Deed Book/Page: 3770/1386
Subdivision: CITY OF HICKORY
Lots/Block: /
Last Valid Sale:
Plat Book/Page:
Legal:
Calculated Acreage: .240
Tax Map: 005H 08001
Township: HICKORY
State Road #:

Owner Information:

Owner: RGS PROPERTY LLC
Owner2:
Address: 108 1ST ST SW
Address2:
City: HICKORY
State/Zip: NC 28602-3051
Update owner mailing address

School Information:

School District: HICKORY
Elementary School: JENKINS
Middle School: GRANDVIEW
High School: HICKORY
School Map

Tax/Value Information: Tax Rates
City Tax District: HICKORY
County Fire District: All in City
Building(s) Value: \$41,700
Land Value: \$31,400
Assessed Total Value: \$73,100
Year Built/Remodeled: 1935/
Tax Revaluation 2023: Info, COMPER
You can contact the Real Property division of the
Tax Office at: 828.465.8436
Current Tax Bill

Zoning Information:

Zoning District: HICKORY
Zoning1: C-1
Zoning2:
Zoning3:
Zoning Overlay:
Small Area:
Split Zoning Districts: /
Zoning Agency Phone Numbers

Miscellaneous:

Current: If available, Building Permits for this parcel.
Before 12/4/23: Building Permit Address Search for this parcel.

If available, Building Permits for this parcel. Septic links are not permits. Septic Final Permits prior to 08/2018, contact Environmental Health.

Building Details

WaterShed:

Voter Precinct: P15/ Voting Map

Parcel Report Data Descriptions

List all Owners

Deed History Report

Assessment Report

Firm Panel Date: 2007-09-05
Firm Panel #: 3710370200J
2010 Census Block: 2004
2010 Census Tract: 010501
Agricultural District:

Parcel Report - Catawba County NC

Parcel Information:

Parcel ID: **370207588976**
 Parcel Address: 1ST AVE SW
 City: HICKORY, 28602
 LRK(REID): 5490
 Deed Book/Page: 3770/1386
 Subdivision: CITY OF HICKORY
 Lots/Block: /
 Last Valid Sale:
 Plat Book/Page:
 Legal:
 Calculated Acreage: .180
 Tax Map: 005H 08002
 Township: HICKORY
 State Road #:

Owner Information:

Owner: RGS PROPERTY LLC
 Owner2:
 Address: 108 1ST ST SW
 Address2:
 City: HICKORY
 State/Zip: NC 28602-3051
 Update owner mailing address

School Information:

School District: HICKORY
 Elementary School: JENKINS
 Middle School: GRANDVIEW
 High School: HICKORY

Tax/Value Information: Tax Rates

City Tax District: HICKORY
 County Fire District: All in City
 Building(s) Value: \$1,000
 Land Value: \$23,500
 Assessed Total Value: \$24,500
 Year Built/Remodeled: /
 Tax Revaluation 2023: Info, COMPER
 You can contact the Real Property division of the
 Tax Office at: 828.465.8436
 Current Tax Bill

Zoning Information:

Zoning District: HICKORY
 Zoning1: C-1
 Zoning2:
 Zoning3:
 Zoning Overlay:
 Small Area:
 Split Zoning Districts: /
 Zoning Agency Phone Numbers

Miscellaneous:

Current: If available, Building Permits for this parcel.
 Before 12/4/23: Building Permit Address Search for this parcel.

If available, Building Permits for this parcel. Septic links are not permits.
 Septic Final Permits prior to 08/2018, contact Environmental Health.

Building Details

WaterShed:

Voter Precinct: P15

Parcel Report Data Descriptions

List all Owners

Deed History Report

Assessment Report

Firm Panel Date: 2007-09-05

Firm Panel #: 3710370200J

2010 Census Block: 2004

2010 Census Tract: 010501

Agricultural District:

Parcel Report - Catawba County NC

Parcel Information:

Parcel ID: **370207587873**
Parcel Address: 211 2ND AVE SW
City: HICKORY, 28602
LRK(REID): 5492
Deed Book/Page: 3775/1963
Subdivision: CITY OF HICKORY
Lots/Block: 13-16/ A
Last Valid Sale: \$40,000 on 2022-10-20
Plat Book/Page: UNRE/UNRE
Legal:
Calculated Acreage: .290
Tax Map: 005H 08004
Township: HICKORY
State Road #: 2231

Owner Information:

Owner: RGS PROPERTY LLC
Owner2:
Address: 108 1ST ST SW
Address2:
City: HICKORY
State/Zip: NC 28602-3051
Update owner mailing address

School Information:

School District: HICKORY
Elementary School: JENKINS
Middle School: GRANDVIEW
High School: HICKORY
School Map

Tax/Value Information: Tax Rates
City Tax District: HICKORY
County Fire District: All in City
Building(s) Value: \$0
Land Value: \$37,900
Assessed Total Value: \$37,900
Year Built/Remodeled: /
Tax Revaluation 2023: Info, COMPER
You can contact the Real Property division of the
Tax Office at: 828.465.8436
Current Tax Bill

Zoning Information:

Zoning District: HICKORY
Zoning1: C-1
Zoning2:
Zoning3:
Zoning Overlay:
Small Area:
Split Zoning Districts: /
Zoning Agency Phone Numbers

Miscellaneous:

Current: If available, Building Permits for this parcel.
Before 12/4/23: Building Permit Address Search for this parcel.

If available, Building Permits for this parcel. Septic links are not permits. Septic Final Permits prior to 08/2018, contact Environmental Health.

Building Details

WaterShed:

Voter Precinct: P15/ Voting Map

Parcel Report Data Descriptions

List all Owners

Deed History Report

Assessment Report

Firm Panel Date: 2007-09-05
Firm Panel #: 3710370200J
2010 Census Block: 2004
2010 Census Tract: 010501
Agricultural District:

Parcel Report - Catawba County NC

Parcel Information:

Parcel ID: **370207588874**
Parcel Address: 108 1ST ST SW
City: HICKORY, 28602
LRK(REID): 5491
Deed Book/Page: 3764/0864
Subdivision: CITY OF HICKORY
Lots/Block: 4-8/ A
Last Valid Sale: \$175,000 on 2021-12-03
Plat Book/Page: UNRE/UNRE
Legal:
Calculated Acreage: .200
Tax Map: 005H 08003
Township: HICKORY
State Road #:

Owner Information:

Owner: RGS PROPERTY LLC
Owner2:
Address: 108 1ST ST SW
Address2:
City: HICKORY
State/Zip: NC 28602-3051
Update owner mailing address

School Information:

School District: HICKORY
Elementary School: JENKINS
Middle School: GRANDVIEW
High School: HICKORY
School Map

Tax/Value Information: Tax Rates
City Tax District: HICKORY
County Fire District: All in City
Building(s) Value: \$169,900
Land Value: \$26,100
Assessed Total Value: \$196,000
Year Built/Remodeled: 1935/
Tax Revaluation 2023: Info, COMPER
You can contact the Real Property division of the
Tax Office at: 828.465.8436
Current Tax Bill

Zoning Information:

Zoning District: HICKORY
Zoning1: C-1
Zoning2:
Zoning3:
Zoning Overlay:
Small Area:
Split Zoning Districts: /
Zoning Agency Phone Numbers

Miscellaneous:

Current: If available, Building Permits for this parcel.
Before 12/4/23: Building Permit Address Search for this parcel.

If available, Building Permits for this parcel. Septic links are not permits.
Septic Final Permits prior to 08/2018, contact Environmental Health.

Building Details

WaterShed:

Voter Precinct: P15/ Voting Map

Parcel Report Data Descriptions

List all Owners

Deed History Report

Assessment Report

Firm Panel Date: 2007-09-05

Firm Panel #: 3710370200J

2010 Census Block: 2004

2010 Census Tract: 010501

Agricultural District:

RESOLUTION NO. 24-
RESOLUTION OF INTENT

A Resolution Declaring the Intention of the City Council of the City of Hickory
to Consider the Closing of an Unnamed Alley Located between 1st Street SW
and 2nd Street SW

WHEREAS, G.S. 160A-299 authorizes the City Council of the City of Hickory to close
public streets and alleys; and

WHEREAS, the City Council of the City of Hickory considers it advisable to conduct a
public hearing for the purpose of considering the closing of an unnamed alley located
between 1st Street SW and 2nd Street SW, Hickory.

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

1. A Public Hearing will be held at 6:00 p.m. on the 1st day of October, 2024, in the
Council Chambers of the Julian G. Whitener Municipal Building at 76 North
Center Street, Hickory, North Carolina to consider a resolution closing an
unnamed Alley located between 1st Street SW and 2nd Street SW.
2. The City Clerk is hereby directed to publish this Resolution of Intent once a week
for four successive weeks in the *Hickory Daily Record*.
3. The City Clerk is further directed to transmit by registered or certified mail to each
owner of property abutting upon that portion of said street a copy of this
Resolution of Intent.
4. The City Clerk is further directed to cause adequate notices of this Resolution of
Intent and the scheduled public hearing to be posted as required by G.S.
160A-299.

Approved this 3rd day of September, 2024.

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

ATTEST:

(Seal)

By: _____
Hank Guess, Mayor

Debbie D. Miller, City Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: John Marshall, Transportation Planning Manager

Contact Person: John Marshall, Transportation Planning Manager

Date: September 3, 2024

Re: BL-0067 – Aviation Walk Connector Multi-Use Trail – From 17th Street NW Extension to Aviation Walk – ROW Services

REQUEST

Staff requests Council approval and acceptance of Change Order #1 to the Agreement for Professional Services with Thomas, Gordan and Shook (TGS) Consulting Engineers, Inc. for Right of Way Services related to the Aviation Walk Connector Multi-Use Trail Project – BL-0067 in the amount of \$20,000, contingent on NCDOT approval.

BACKGROUND

The City applied for and received State Transportation Block Grant - Directly Attributable (STBG-DA) funding approval from the Greater Hickory MPO and North Carolina Department of Transportation (NCDOT) for Aviation Walk Connector Multi-Use Trail. The multi-use trail will connect 17th Street NW Extension (HL-0004) with the Aviation Walk (EB-6038).

The connector is needed to join the future 17th Street NW Extension Multi-Use Trail with the Aviation Walk Multi-Use Trail. The trail will connect Appalachian State's new campus and with Aviation Walk and provide a safe crossing for students over US 321 to join with the City's trail system.

The extension is also along the established Hickory Urban Bike Loop (HUB) which is identified in the "Walk-Bike-Hickory Plan". Cyclist use 17th Street NW on a regular basis and this project would fill in a gap to provide a continuous route from US 70 to Clement Blvd NW to Aviation Walk.

ANALYSIS

Right of Way Acquisition is needed to connect the future 17th Street NW Extension Multi-Use Trail and the existing Aviation Walk Multi-Use Trail along Clement Blvd and 19th Street Lane NE.

The multi-use trail connector would begin at the future 17th Street NW Extension Multi-Use Trail and continues west along Clement Blvd to 19th Street Lane NW. The trail then travels north along 19th Street Lane NW and joins the Aviation Walk Multi-Use Trail. The project is approximately .25 miles in length.

RECOMMENDATION

Staff recommends Council approval and acceptance of Change Order #1 to the Agreement for Professional Services with Thomas, Gordan and Shook (TGS) Consulting Engineers, Inc. for Right of Way Services related to the Aviation Walk Connector Multi-Use Trail Project – BL-0067 in the amount of \$20,000, contingent on NCDOT approval.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

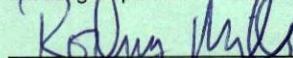
LIST THE EXPENDITURE CODE:

- **546021**
0615460-577.39-04

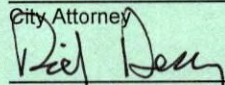
Reviewed by:

John Marshall
Initiating Department Head

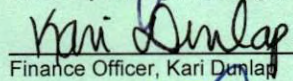
8/22/2024
Date


Asst. City Manager Rodney Miller

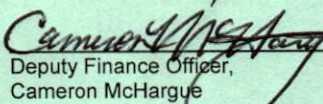
8/27/24
Date

City Attorney

Asst. City Manager, R/ Beasley

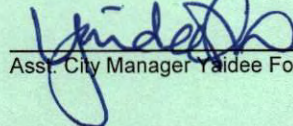
Date
8/28/24


Finance Officer, Kari Dunlap

8/27/24
Date

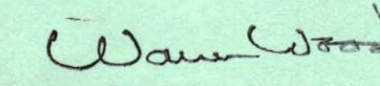

Deputy Finance Officer,
Cameron McHargue

8-28-24
Date


Asst. City Manager Yaidee Fox

8/26/24
Date

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


City Manager, W. Wood

8.27.24
Date

Date of Issuance: August 14, 2024 Effective Date: _____

Project : BL-0067	Owner: City of Hickory	Owner's Contract No.:
Contract: BL-0067	Date of Contract: September 19, 2023	
Contractor: TGS Engineers	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Right of way acquisition services

Attachments (list documents supporting change):

Contract Amendment 01

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$194,095.41

Current Contract Price:

\$194,095.41

Contract Contingency:

\$ _____

Current Available Contingency:

\$ _____

Amount of this Change Order:

\$20,000.00

Change Order to be Funded Through:

Contingency Contract Price

Contingency Incorporating this Change Order:

\$ _____

Contract Price Incorporating this Change Order:

\$214,095.41

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Calendar Days
Days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times Prior to this Change Order:

Substantial Completion (Days or Date): _____

Ready for Final Payment (Days or Date): _____

Increase Decrease of this Change Order:

Substantial Completion Date (Days or Date): _____

Ready for Final Payment (Days or Date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: Jimmy L. Terry

Engineer (Authorized Signature)

Date: August 14th, 2024

Approved by Funding Agency

(if applicable): _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Date: _____

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CITY OF HICKORY AND TGS ENGINEERS

This is Amendment number 1 dated August 14th, 2024, to the agreement between City of Hickory (“Client”) and TGS Engineers (“Consultant”) dated September 19th, 2023 (“the Agreement”) concerning BL-0067.

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant (or their subconsultant) will perform the following services:

- **Right of Way Acquisition Services**
 - Consultant will provide right of way services to include negotiation of claims on four (4) parcels and appraisals on two (2) parcels. The City will provide the title work and deed preparation.

Any additional items not specifically mentioned in the list above or in the original scope of services are not included and will be considered Additional Services.

For the services set forth above, Client shall pay Consultant the following compensation:

Right of Way Acquisition Services – Lump Sum fee of Twenty Thousand Dollars and Zero Cents (\$20,000.00).

Total Amendment Fees of Twenty Thousand Dollars and Zero Cents (\$20,000.00).

CLIENT:
 CITY OF HICKORY
 By: _____
 Title: _____
 Date: _____

CONSULTANT:
 TGS Engineers
 By: Jimmy L. Terry
 Title: Project Manager
 Date: August 14th, 2024

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



 City of Hickory
 Finance Officer

9

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Karen Dickerson, Infrastructure Grants Manager

Contact Person: Karen Dickerson, Infrastructure Grants Manager

Date: August 21, 2024

Re: Agreement with VHB Engineering to complete the City's Safe Streets for All Comprehensive Safety Action Plan

REQUEST

Staff requests Council approval of the \$200,000 agreement for professional services with VHB Engineering NC, P.C. to complete the City's Safe Streets for All Comprehensive Safety Action Plan.

BACKGROUND

The Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program, with \$5 billion in appropriated funds over five years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. It supports the U.S. Department of Transportation's National Roadway Safety Strategy and the goal of zero roadway deaths.

ANALYSIS

The City of Hickory has received a \$200,000 grant from the Federal Highway Administration to create a Safe Streets For All Comprehensive Safety Action Plan. The Safe Streets for All Planning and Demonstration Grants provide Federal funds to develop, complete, or supplement a comprehensive safety action plan. A Safety Action Plan aims to develop a holistic, well-defined strategy to prevent roadway fatalities and severe injuries in a locality.

The City of Hickory will use the Safe Streets for All Planning Grant to work with VHB Engineering to develop a comprehensive Safe Streets and Roads Action Plan that includes key components such as goal setting, safety analysis, equity, and engagement and collaboration. Once the City of Hickory has a comprehensive safety action plan, it may then apply for the Safe Streets for All funding for implementation activities to improve safety on roadways and at intersections.

VHB Engineering was selected to develop the City's Comprehensive Safety Action Plan based on qualification-based proposals. Fees are eligible for reimbursement with Federal Highway Administration funds at a ratio of 80% FHWA (\$160,000.00) and 20% City of Hickory (\$40,000.00)

RECOMMENDATION

Staff recommends that the City Council approve a \$200,000 agreement for professional services with VHB Engineering NC, P.C. to develop the Safe Streets for All Comprehensive Safety Action Plan, with an 80/20 match (\$160,000 federal/\$40,000 local match).

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

010-5460-534607

Reviewed by:

 Karen Dickerson
Initiating Department Head

8/21/2024
Date

 Deputy City Attorney, A. Dula

Date

 Rodney Miller
Asst. City Manager Rodney Miller

8/27/24
Date

 R. Beasley
Asst. City Manager, R. Beasley

8/28/24
Date

 Kari Dunlap
Finance Officer, Kari Dunlap

8/27/24
Date

 Cameron McHargue
Deputy Finance Officer,
Cameron McHargue

8-28-24
Date

 Yaidee Fox
Asst City Manager Yaidee Fox

8/26/24
Date

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

 W. Wood
City Manager, W. Wood

8.27.24
Date



Engineers | Scientists | Planners | Designers

Venture I, 940 Main Campus Drive, Suite 500, Raleigh, North Carolina 27606

P 919.829.0328 F 919.833.0034 www.vhb.com

Client Authorization

New Contract Date: 31 JULY 2024
 Amendment No. Project No.
 Project Name: City of Hickory Safe Streets for All Comprehensive Action Plan

		Cost Estimate	
		Amendment	Contract Total
To: Karen Dickerson	Labor		
City of Hickory	Expenses		
76 North Center Street	TOTAL		\$200,000
Hickory, NC 28601			

Email: kdickerson@hickorync.gov Lump Sum Time & Expenses
 Cost + Fixed Fee Labor Multiplier

Phone No: 828.323.7488 Estimated Date of Completion: 28 FEB 2026

CONTRACT FOR PROFESSIONAL SERVICES

This contract (the "Contract") is entered into on 03 SEP 2024 by and between VHB Engineering NC, P.C., hereinafter referred to as the "Contractor," and the City of Hickory, hereinafter referred to as the "Client"

1.0 SCOPE OF SERVICES

The Contractor shall perform for the Client the services described in Exhibit A – VHB Scope and Fee.

2.0 TIME OF PERFORMANCE

The Contractor shall begin work on 03 SEP 2024 following the execution of this Contract by both parties and upon the Client's giving to the Contractor Notice to Proceed with the work. The term of this Agreement shall commence upon execution by all parties and shall continue through the Contractor's satisfactory completion of all work, services, and tasks described in the Contract. The work shall be completed by 28 FEB 2026.

3.0 COMPENSATION

For services to be performed under this Contract, the Client shall pay the Contractor for the actual work satisfactorily performed, in accordance with Exhibit A – VHB Scope and Fee. Total compensation is not to exceed \$200,000.00, except pursuant to a duly authorized, written amendment to this Contract, properly executed by all parties.

4.0 TERMINATION.

Either party may terminate this Agreement if the other Party materially breaches this Agreement through no fault of the party initiating the termination, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach. Client may further terminate this Agreement upon not less than seven days' written notice to VHB for Client's convenience and without cause. Upon termination of this Agreement, Client shall pay VHB for services completed as of the date of termination.

5.0 TERMS AND CONDITIONS

Terms and Conditions for this contract are details in Exhibit B – VHB Terms & Conditions and are duly agreed upon by the undersigned parties.



Ref:
31 JULY 2024
Page 2

Prepared by: Jordan Powell

Document **Approval:** _____

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated _____

VHB ENGINEERING NC, P.C. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print: John Muth

Print: _____

Title: Managing Director

Title: _____

Date: _____

Date: _____

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

Kari Amlop
City of Hickory
Finance Officer



To: Karen Dickerson, City of Hickory

Date: July 29, 2024

Memorandum

From: Jordan Powell, VHB

Re: SS4A Comprehensive Safety Action Plan Scope and Fee

Scope of Work (Scope)

This Scope of Work specifies the main tasks identified by the City of Hickory (Client), as referenced in the RFP for the development of the Safe Streets for All Comprehensive Action Plan (Action Plan). VHB (Consultant) will prepare a Project Work Plan (PWP) after the Scope and Fee have been accepted by the Client. This work plan may add to, subtract from, or make changes to this proposed Scope of Work. The Client should review this Scope and ensure it aligns with project goals and outcomes. The Consultant will be responsible for developing work tasks and following a project schedule that adheres to the final Scope approved by the Client.

VHB's Safety Planning Approach:

VHB's Safety Planning approach is grounded in a data-driven and systems-level analysis of both existing conditions and historical trends of traffic safety—emphasizing the role of public input and qualitative data in this process—and produces context-sensitive, evidence-based strategies to addressing safety concerns within a city. VHB use our national safety experience and local knowledge to bring perspectives and best practices from across North Carolina and the United States for successful safety planning.

The VHB project leadership approach centers equity and subject matter expertise with quality and delivery. This leadership team includes Jordan Powell, Project Manager, Nicole Bennett, project equity strategist, Kara Peach, project Safe Streets and Roads for All (SS4A) strategist, and Lauren Blackburn, quality assurance lead. VHB has a deep staff of qualified planners, engineers, and analysts prepared to support the development of this Action Plan. This leadership team approach is designed to ensure that each step along the Action Plan process is properly staffed to stay within budget, on schedule, and aligned with our firm's expertise in SS4A and equitable planning.

Scope Tasks:

Task 1: Project Management and Coordination (September 1, 2024 – February 28, 2025)

VHB's Project Manager, Jordan Powell, will lead project coordination over the course of the contract. In this task, the Consultant will work with the Client to establish a thorough understanding of the goals and process for the Action Plan. VHB will work with the City to identify their preferred core Project Team, which may include representatives from Public Services, Planning, Police, Fire, Transit, Communications, and NCDOT. The project team will participate in monthly team meetings and guide project approach and management. VHB will conduct a **kick-off meeting** with the City's Project Team. During this meeting, the VHB team and the City will define a clear decision-making process, review the project approach, discuss preliminary Action Plan goals, and confirm the overall schedule and budget. The kick-off meeting will also outline the role of equity in the safety planning process and discuss the goals for public engagement for the plan.

This task includes **monthly Project Team meetings**. These meetings will serve as updates on the plan's progression, activities completed since the last meeting, any problems encountered or anticipated, potential solutions, project schedule updates, action items, and coordination with other stakeholders.

This task includes establishing and working with a Technical Steering Committee. The Steering Committee will provide technical oversight during the development of the Action Plan and ultimately advise the implementation of the Action Plan, once adopted. Technical expertise on the Steering Committee should include a diverse set of disciplines, including traffic safety engineers, transportation planners, public health officials, local and regional officials, and first responders. Steering Committee members should also include residents and key stakeholder representatives. VHB will provide recommended committee member stakeholders and work with the City to identify the final makeup of the committee. VHB will host **three Technical Steering Committee meetings** over the course of the project. Steering Committee meetings will occur at key milestone junctures for review of Crash Analysis, Safety implementation Plan, and Final Plan adoption. At these meetings, the VHB team will work with the Steering Committee to discuss public engagement approaches, identify core themes from data analysis, and consider safety strategies. These meetings will be held in person with a virtual/hybrid call in option (on Teams or the City's preferred platform). The City will be responsible for reserving a meeting location that has A/V capabilities for a hybrid meeting.

This task includes coordination with the Greater Hickory MPO (GHMPO) safety plan. VHB will host **up to two meetings with City and MPO project staff** to review crash analysis methodology and results. These meetings are expected to occur during Task 3. VHB and the Project Team will determine if these meetings should be held in-person or on Microsoft Teams based on the project schedule.

For all meetings, the VHB team will develop **meeting materials**, including the agenda, presentation materials, and summary notes from the meeting. Agendas and summaries of the previous meeting will be prepared one week in advance.

Consultant Deliverables for Task 1:

- Kickoff meeting with Project Team (virtual)
- Confirmation of project schedules and deliverables
- Monthly check-in meeting(s) with Project Team (virtual)
- Three (3) Steering Committee Meetings (in-person)
- Two (2) meetings with GHMPO (in-person or virtual)
- Meeting agenda additions, summaries, presentations, supplemental materials.

Consultant Fee for Task 1: \$24,000

Task 2: Stakeholder Management (October 2024 – February 2026)

This task includes all public involvement proposed throughout the planning process. Initial, VHB will develop a **Public Engagement Plan (PEP)** that will outline how the VHB team proposes to engage the public for input, education, and awareness. The PEP will outline the strategies for public involvement throughout the life of the planning process. These strategies will include a **project website**, a **brand strategy**, stakeholder focus groups, and public meetings/outreach events. The PEP defines ways VHB will reach a large audience, gather community feedback, and raise awareness about the Action Plan in a community-centered setting. Through these strategies, the PEP aims to ensure a broad representation of public voices in the Action Plan, fostering a continuous dialogue and feedback mechanism throughout the project's lifespan.

VHB will develop content for a central website that will provide regular project updates and information about the Action Plan. VHB and the Project team will determine if this website should be hosted by VHB or the City. VHB can host a user-friendly website that uses the ESRI Storymap function. The website will be updated at the completion of key project milestones and directed by the Project Team and Steering Committee. If VHB hosts the website, VHB and the Project Team will determine a time at the end of the project period to transfer content onto a City platform. VHB will host the website no longer than one (1) month after project completion.

The VHB team will establish **up to three focus groups**, each consisting of three to six people, creating space for in-depth discussion and feedback on specific issues or aspects of the Action Plan, and/or specific, target community concerns. These focus groups could include major employers or local stakeholders such as health care and education providers in the city. Focus groups will allow for detailed conversations and a deeper understanding of the unique needs and concerns of different sectors within the city. VHB will work with the Project Team to identify stakeholders for these Focus Groups. VHB will conduct these focus groups meetings at the beginning of the planning process, concurrent with crash analysis, helping with the foundational understanding of safety culture in the city, building trusting connections to identify and support additional public outreach later in the plan process, and identifying new or innovative perspectives and sources of data. VHB will host these focus groups on Microsoft Teams and will produce focus group summaries to be incorporated into the Action Plan.

The VHB team will organize **three community outreach events**, which will provide an opportunity for the community to learn more about the Action Plan, ask questions, and provide feedback. As part of these events, VHB will seek to partner with community organizations or event planners to leverage their connections and local event participation to enhance the outreach efforts. The Project Team, and Steering committee will help identify potential events, locations, communities, and other key planning components of these three events. The location of these events may be informed by the equity analysis conducted in Task 4, revealing populations and communities who are overrepresented in serious or fatal crash types. The nature of these events will vary, with some focused on listening and understanding the needs of underrepresented groups, while others will involve more traditional engagement where VHB asks for specific feedback. These three events will occur at the completion of key project milestones (Crash and Equity Analysis, High Injury Network and Vision Zero Strategy, and Implementation Plan).

The VHB team will use a **survey** to gather feedback from a wider audience, including those who may not be able to attend public meetings. The purpose of this survey is twofold: to gauge public awareness of significant safety issues within the city, and to provides a platform for the public to voice their questions and raise concerns about potential countermeasures. The survey will inform the data analysis with a more “qualitative” or lived-experience perspective on safety in the city. The results from the survey will shape public education materials and strategies. VHB can host this survey on Survey123, or a platform agreed upon by VHB and the Project Team (PublicInput, SurveyMonkey).

Consultant Deliverables for Task 2:

- Public Engagement Plan
- ESRI Storymap Website or branded web content
- Brand Strategy
- Three (3) Focus Group meetings and Focus Group Summaries
- Three (3) Community event exhibits and summaries
- One (1) online survey and survey results

Consultant Fee for Task 2: \$30,000

Task 3: Safety Analysis (October 1, 2024 – May 31, 2025)

The safety analysis will lay the foundation for the Action Plan. This task will address high crash areas using crash history and high crash risk areas using a systemic and risk-based network analysis, taking proactive steps to address safety problems before severe crashes occur. This approach is consistent with the Safe System Approach and includes a focus on speed management considering the unique vulnerabilities of all roadway users.

VHB will use a multifaceted data collection strategy to define the existing trends, safety data, and pertinent plans and projects. This process starts with a robust effort to collect and house data. VHB will use a combination of spatial analysis using ArcGIS; plan policy, code, and program review; and field review. The VHB team will prepare a **Data Analysis Briefing** that will outline the data needs, analysis approach, relevant stakeholders, and plans for collecting, storing, and sharing data deliverables. The project team will review the Data Analysis Briefing to ensure it aligns with project vision and goals for data collection.

In this task, VHB will use analysis methods and datasets to provide a comprehensive understanding of safety trends, crash patterns, and crash contributing factors (e.g., speeding, distracted driving, impaired driving). VHB will review crash, traffic, roadway, and demographic data for at least the 5-year period for serious injury and fatal vehicle crashes. If crash data shows trend lines consistent with traffic pattern shifts due to the Covid-19 pandemic, the VHB team will add two years of data prior to 2020 to smooth trend lines and describe vehicle crash trends. VHB will review the most recent 10-year period for pedestrian and bicyclist crashes of all injury types.

VHB will conduct two data analyses: a hot-spot screening, resulting in a **High Injury Network map**, and a **systemic analysis**, illustrating in a network of roadways associated with high-risk areas in the city. The VHB team will also use the results to identify priority emphasis areas unique to the specific crash types, contributing factors, and overrepresentations in comparison with statewide emphasis areas, and changes over time. After establishing emphasis areas, the VHB team will identify roadway types where serious injury and fatal crashes are the most prevalent and potential risk factors. Safety problem will be linked with countermeasures and safety strategies in Task 7. The findings through this safety analysis will also be a key resource to utilize for community engagement in Task 4.

At the conclusion of the crash data analysis, VHB will prepare a **Crash Analysis Memo** summarizing findings from the crash data analysis, including graphics and maps highlighting high crash locations and trendlines. This memo will identify emphasis areas for the City. Crash analysis will include reference to and coordination as appropriate with the GHMPO regional safety plan.

The Consultant will use data including, but not limited to:

- Location(s) and severities of crashes
- Time and date of crashes
- Crash contributing factors
- Roadway characteristics, intersections, facilities, and traffic
- Land Use
- Demographics (age, race/ethnicity, gender)

- Multimodal data

Consultant Deliverables for Task 3:

- Data Analysis Briefing
- High Injury Network, including ArcGIS Online (AGOL) map
- High-Risk Areas, per emphasis area network-level systemic screening analysis
- Safety Emphasis Areas
- Crash Analysis Memo detailing historical and existing conditions, safety analysis, emphasis areas, and methodologies

Consultant Fee for Task 3: \$36,000

Task 4: Transportation Equity Evaluation (January 1 – June 30, 2025)

This task will include two equity analysis methods: a crash victim equity analysis and a crash location equity analysis. VHB will disaggregate crash data by race, age, gender, and ethnicity to identify under- and over-representation of crash victims compared to the demographic averages of the City. This analysis will help identify underlying contributing factors to crashes and recommend strategies to mitigate impacts to persons disproportionately affected by traffic crashes. VHB will examine the degree of overrepresentation of [Historically Disadvantaged Communities](#) (HDCs) living in proximity to high crash and high-risk areas, distinguishing between the physical conditions of the place that contribute to serious injury and fatal crashes, and the crash victims. HDCs may include racial minorities, households in poverty, households with zero vehicle access, youth and older adults, persons with disabilities, and households with Limited English Proficiency (LEP). VHB will also consider over-representation of serious injury and fatal crashes per aggregate measures of disadvantages, using tools such as the EPA EJ Screen, Justice 40 Screening Tools, and the NCDOT EJ/ Transportation Disadvantage Index (TDI). VHB will work with the Project Team to identify which aggregate measures of disadvantage to incorporate into analysis and with the Steering Committee to identify any locally contextualized equity metrics for evaluation. The VHB team will compare areas with higher-than average concentration of historically underserved populations to the geographies with high representation of crash emphasis areas, the HIN, high-risk roadways, and areas identified as part of systematic analysis.

VHB will develop and [Equity Approach](#) that addresses potential short-term and long-term impacts of crashes and safety problem in underserved communities identified through the analysis outlined above and public engagement. Strategies in the Equity Approach will be resource in the implementation of safety countermeasures across the city, and particularly in historically transportation disadvantaged communities.

Through this task, the VHB team aims to create a safety plan that is inclusive, equitable, and sustainable, ensuring that all communities within the City benefit from the City's safety planning efforts. VHB will produce an [Equity Analysis Report](#) that includes summaries from the data analysis, public engagement, and the Equity Approach.

Consultant Deliverables for Task 4:

- Equity Analysis Report
- Equity Approach

Consultant Fee for Task 4: \$20,000

Task 5: Policy and Process Assessment (April 1 – August 31, 2025)

This task involves a comprehensive review of local design guidance, NCDOT guidance, and current transportation and safety policies to assess gaps in guidelines and policy. The assessment will produce a set of recommendations for new or updated policies. VHB will create City-specific policy and process guidelines that could include a countermeasure selection methodology, speed management strategies, or Complete Streets initiatives.

VHB will work with the Project Team to develop a list of relevant local and regional plans, policies, and programs to review. This may include STIP projects in the city, the most recent Metropolitan Transportation Plan (MTP), subarea plans, corridor studies, modal plans, and comprehensive plans. As Hickory is a rapidly growing city, this task will also include a review of the city's Future Land Use and Transportation Plan, relevant portions of the land development code, and other plans identified with the Project Team that impact future growth and development.

VHB will assess these policies, plans, guidelines, and/or standards to understand their effectiveness and identify areas for improvement. This assessment will provide a clearer picture of the current safety landscape and the strategies being employed to enhance roadway safety. The assessment will consider development context and the role of safety in growth and development within the City. The plan assessment will also consider how plans consider gaps in network connectivity, coverage of transportation safety and countermeasures, and consideration for equity in the planning process.

Based on the findings from the policy and plan assessment, VHB will develop recommendations for policies to be updated to address identified gaps and deficiencies. At the end of this task, VHB will produce a [Policy and Plan Recommendations Memo](#) that details the policies and plans evaluated and the recommendations for enhancing roadway safety in the City, ensuring that the plan is strategic, effective, and sustainable.

Consultant Deliverables for Task 5:

- Policy and Plan Recommendations Memo, including a comprehensive policy and plan evaluation report

Consultant Fee for Task 5: \$16,000

Task 6: Crash Reduction Strategy (May 1 – October 31, 2025)

This task will include establishing crash reduction goals, a vision and commitment from City leadership, project and countermeasure selection, and an implementation plan.

In this task, VHB will develop a [vision statement](#)—a commitment to traffic safety equity and achieving zero roadway fatalities and serious injuries—and recommendations for a [Vision Zero policy approach](#) for the City to achieve Vision Zero goals and get an adopted commitment from City Council. The vision statement will be crafted through exercises with the Project Team, Focus Groups, and Steering Committee and will establish performance achievement measures as part of an Action Plan visioning process. Measures may include crash reduction, changes in frequency of focus crash types, improvements that are funded or implemented, and estimated impressions on the public because of ongoing education and outreach strategies initiated and completed. The

strategy and commitment will include a goal and timeline for eliminating roadway fatalities and serious injuries. VHB will work with the Project Team to determine if this commitment should be a resolution, policy, or ordinance.

VHB will develop a detailed strategy for the City of Hickory to achieve these safety performance measures. This strategy will include the development of a **Comprehensive Safety Implementation Matrix**, which will establish a blueprint for prioritizing corridors and project types for implementation. VHB will lead the identification and prioritization of project types and programs that will help the City move toward its Action Plan goal and safety targets.

The Implementation Matrix will address short term improvements—such as engineering countermeasures—and e long-term changes—such as trends in land use, development, traffic growth, and changes to traffic safety culture and human behavior. VHB will work closely with the Project Team, with input from the Steering Committee, to develop measurable data-driven goals and target years for achieving zero. Using the results of the Task 2 and input from public meetings, the VHB team will develop goal statements and related performance measures. The Implementation Matrix will identify countermeasure improvements based on emphasis areas and associated risk factors as identified in Task 3. VHB will consider a range of engineering strategies, from low-cost safety treatments applied systemically across the City to higher-cost safety improvements designed to address complex problems at priority locations. VHB will follow national guidance and North Carolina-specific practices to create a toolbox for selecting countermeasures or project types for systemic application. The Implementation Matrix will consider planning level cost estimates. Some low-cost countermeasures to be considered for systemic application may include Leading Pedestrian Interval (LPI), signal timing adjustments, and access management. More robust and higher cost engineering project types, such as roundabouts and sidewalk construction are most applicable to specific priority locations. VHB will consider a variety of safety strategies that can be grouped by implementation timeframes. In addition to timeframes, the Implementation Plan will include elements such as:

- **Safety Problem:** This element identifies the crash emphasis areas high-risk roadway type, location on the HIN, or other safety issues. These safety problems are identified through a data-driven and engagement process, including data from Tasks 2 and 3. This will include the identification of future data collection and monitoring for future safety improvements, as the City grows and develops for instance.
- **Description:** This element outlines the overall objective of the proposed policy, program, or project (countermeasure) types. It provides a clear direction for the implementation of the Action Plan and ensures that all actions align with the overall objective.
- **Context:** This element provides relevant characteristics, such as a development context (i.e., urban, suburban, rural), roadway type (i.e., major arterial, neighborhood street), or association with services such as schools, universities, or public transit routes. Understanding context is crucial for tailoring the implementation of the Action Plan to the unique needs and characteristics of different areas within the City of Hickory. Context will incorporate the results from Task and supporting elements for ongoing public engagement.
- **Project Cost Estimating:** This element will identify the fiscal constraints associated with project and policy selection, including funding opportunities, staffing capacity opportunities, planning level cost estimates for countermeasures, and operations or maintenance needs for potential projects or countermeasures. VHB will work with the City to develop life cycle costs that can be adequately planned for in budgets. VHB will provide **planning-level cost estimates** for construction for all projects in the Implementation Plan. VHB will identify **up to three (3) priority locations** (corridors or intersections) for in-depth field review, design, and **detailed cost estimates**. VHB will follow this

approach to prepare context-based and feasible project proposals eligible for (HSIP) funding and SS4A grants.

Consultant Deliverables for Task 6:

- Vision Zero Vision Statement, Policy Approach, and Performance Measures
- Countermeasure Implementation Matrix and Implementation Plan (including prioritized project list)
- Planning-Level Cost estimates for all projects
- Detailed cost estimates for up to three priority projects

Consultant Fee for Task 6: \$48,000

Task 7: Safety Action Plan (November 1, 2025 – February 28, 2026)

In this task, VHB will work with the Project Team and Steering Committee to develop performance measures consistent with the Safe System Approach. Performance measures may include focus on traffic speed, roadway design, vehicle safety, reducing impact on historically underserved populations, and timely crash care response. The safety action plan may recommend new data be collected and presented on a routine basis to local stakeholders. VHB will create **two (2) template progress reports** to compare plan implementation progress to the goals developed in Tasks 2 and 6. One progress report will be intended for an internal City audience, tracking City processes, investments, and policies in alignment with Crash Reduction Strategies. The second progress report will be intended for external audiences, a public-facing report that documents achievements (quantitative and qualitative), progress on goals, and upcoming plans. VHB will work with the City to determine if these reports should be posted as part of a web-based dashboard—using tools such as PowerBI and ESRI StoryMaps—or part of formal annual reports. The VHB team has experience using tools such as PowerBI and ESRI StoryMap to create dashboards.

VHB will develop a technical report summarizing findings from all tasks executed in the planning process. This technical report will serve as the **draft Action Plan**, which will be submitted to the Project Team and Steering Committee for review and feedback. The review period will last four (4) weeks. Comments from the Project Team should be incorporated into one feedback document. Comments from the Steering Committee should be incorporated into one feedback document. After the review period, VHB will develop responses to comments and indicate proposed changes for approval the City prior to proceeding with development of the final Action Plan. This second review period will last two (2) weeks. After this review period, when VHB and the Project Team have agreed upon proposed changes, VHB will finalize the Action Plan and create an **executive summary and fact sheet** to easily communicate the Action Plan goals, priorities, and takeaways to the public, elected officials, and other stakeholders. VHB will conduct a final project status meeting to finalize project closeout procedures and confirm distribution of final deliverables and data files.

The final public PDF version of the plan will be in one volume in file size that is appropriate for public download while maintaining graphic resolution and readability. VHB will also provide source files, including Word, PDF, and/or InDesign formats used for documents throughout the Action Plan process. VHB will continue to be available for up to 1 year after project closeout to provide any additional data or documents that may have been omitted during the data and deliverable transfer process.

Consultant Deliverables for Task 7:

- Two (2) template progress reports, web-based dashboards, and/or Annual Report
- Draft Action Plan report
- Final Action Plan report
- Executive Summary
- GIS outputs (i.e., HIN) and maps
- PDF, GIS, and all other project files

Consultant Fee for Task 7: \$26,000

Final Fee

\$24,000	Task 1: Project Management and Coordination
\$30,000	Task 2: Stakeholder Management
\$36,000	Task 3: Safety Analysis
\$20,000	Task 4: Transportation Equity Evaluation
\$16,000	Task 5: Policy and Process Assessment
\$48,000	Task 6: Crash Reduction Strategy
\$26,000	Task 7: Safety Action Plan
\$200,000	Total



CITY OF HICKORY, NC MODIFIED TERMS AND CONDITIONS.

The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee _ for the _ Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice _.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. _

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's

representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

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All adjustments in the Scope of Services or fees charged under this Agreement shall be by written instrument signed by VHB and Client stating the terms of the agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any



certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. To the extent permitted by law, Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be

solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall



be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be

invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any



deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

IRAN DIVESTMENT ACT COMPLIANCE. VHB CERTIFIES THAT, AS OF THE DATE LISTED BELOW, IT IS NOT ON THE FINAL DIVESTMENT LIST AS CREATED BY THE STATE TREASURER PURSUANT TO N.C.G.S. § 147-86.55, ET SEQ.

COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION. VHB CERTIFIES THAT IT HAS NOT BEEN DESIGNATED BY THE NORTH CAROLINA STATE TREASURER AS A COMPANY ENGAGED IN THE BOYCOTT OF ISRAEL PURSUANT TO N.C.G.S. 14786.81 16.

NONDISCRIMINATION. TO THE EXTENT PERMITTED BY NORTH CAROLINA LAW, VHB FOR ITSELF, ITS AGENTS, OFFICIALS, DIRECTORS, OFFICERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, AND CONTRACTORS AGREES NOT TO DISCRIMINATE IN ANY MANNER OR IN ANY FORM BASED ON ACTUAL OR PERCEIVED AGE, MENTAL OR PHYSICAL DISABILITY, SEX, RELIGION, CREED, RACE, COLOR, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL OR MARITAL STATUS, ECONOMIC STATUS, VETERAN STATUS OR NATIONAL ORIGIN.

GOVERNMENTAL IMMUNITY. NOTWITHSTANDING ANY OTHER TERM OR PROVISION IN THE AGREEMENT, NOTHING HEREIN IS INTENDED NOR SHALL BE INTERPRETED AS WAIVING ANY CLAIM OR DEFENSE BASED ON THE PRINCIPLE OF SOVEREIGN OR GOVERNMENTAL IMMUNITY OR OTHER STATE

OR FEDERAL CONSTITUTIONAL OR STATUTORY PROVISION OR PRINCIPLE THAT OTHERWISE WOULD BE AVAILABLE TO CLIENT UNDER APPLICABLE LAW.

E-VERIFY. 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 INTO ANY CONTRACT WITH CLIENT AND SHALL BE INCLUDED AS A CONDITION TO CLIENT'S EXECUTION OF THIS AGREEMENT.



CITY of HICKORY
Invitation to Bid and Contract
Exhibit A

Project Title: Safe Streets for All Comprehensive Safety Plan

EXHIBIT A - UNIFORM GUIDANCE CONTRACT PROVISIONS UNDER FEDERAL AWARDS

1. EQUAL EMPLOYMENT OPPORTUNITY (under 41 C.F.R. Part 60)

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor 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) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor 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.
- e) The contractor 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
- g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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



CITY of HICKORY
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Bid Number:

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. DAVIS BACON ACT

- a) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).
- b) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

3. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT

- a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The act provides that each contractor or subrecipient must be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STATNDARDS ACT (All contracts in excess of \$100,000 that involve the employment of mechanics or laborers)

- a) Overtime requirements. No contractor or 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 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-



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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 (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and 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 (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.”

5. RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. CLEAN AIR ACT

(Contracts of amounts in excess of \$150,000)



CITY of HICKORY
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Project Title:

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- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

7. FEDERAL WATER POLLUTION CONTROL ACT

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.”

8. ENERGY EFFICIENCY

The contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issues in compliance with the Energy Policy and Conservation Act.

9. SUSPENSION AND DEBARMENT

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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) The contractor must 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 (insert name of subrecipient). If it is later determined that the contractor 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.



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- d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer 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 (as amended)**
 Contractors who apply or bid for an award of \$100,000 or more shall 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. Each tier shall 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 recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

11. PROCUREMENT OF RECOVERED MATERIALS

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, available at EPA’s Comprehensive Procurement Guidelines web site <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. ACCESS TO RECORDS. THE FOLLOWING ACCESS TO RECOREDS REQUIREMENTS APPLY TO THIS CONTRACT:

- a) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.



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Bid Number:

[Redacted area]

- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Awarding Agency pre-approval.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal Awarding Agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

14. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

COUNCIL AGENDA MEMOS

To: City Manager’s Office

From: Natalie Jackson

Contact Person: Natalie Jackson

Date: August 22, 2024

Re: 2024 GameTime Community Champions Playground Grant

REQUEST

Staff requests Council to take the following actions:

1. Approve pursuit of GameTime Community Champions Grant. The grant offers 100% matching funds for play systems that exceed \$75,000 in cost. Staff will be pursuing a system priced at \$99,500. The City match will be \$49,750 and will be taken from the 24/25 5 Year CIP funds earmarked for the replacement of play equipment at Cliff Teague Park. Funds will be used to create an upgraded and inclusive playground at Cliff Teague Park.
2. Approve grant package with permission for staff to make edits, with the approval of the City Manager’s Office, prior to the October 18, 2024 submission deadline.
3. Mayor sign grant application.

BACKGROUND

The City of Hickory is eligible to apply for a matching grant to install an inclusive play system at Cliff Teague Park. This grant would allow the City to purchase a more enhanced system than budgeted for. This will contribute significantly to the revitalization of the park. Rationale for this grant draws notably from data, citizen input and recommendations made in the Recreation: Well-Crafted 2023-2033 Comprehensive Parks, Recreation & Sports Tourism Master Plan.

ANALYSIS

The installation of an upgraded, inclusive, play system at Cliff Teague Park has tremendous potential to assist with the City’s goals of equitable and inclusive access to recreation as well as increasing amenities in the eastern quadrants. Providing similar features to heavily used parks, like Kiwanis Park, can also encourage a more even distribution of park usage across the system. A robust play system at Cliff Teague Park would also build upon renovations already performed such as on the parking lot, bridge, bathrooms, tennis courts as well as the installation of safety lighting and sidewalks. This meets the recommendation of park revitalization found in the park, recreation and sports tourism comprehensive master plan. Lastly, the increased use that would result from this system would contribute to increased park safety by drawing a consistent stream of visitors.

Pursuit of the GameTime Community Champions grant for an inclusive system was unanimously supported by the Parks, Recreation & Sports Tourism Commission at their August 13, 2024 meeting.

RECOMMENDATION

Staff recommends approval of requests as stated above.

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

8/27/24
Date

Deputy City Attorney, A. Dula

R. Beasley
Asst. City Manager, R. Beasley

Date

8/28/24
Date

Melissa Miller
Finance Officer, Melissa Miller

8/27/24
Date

Cameron McHargue
Deputy Finance Officer,
Cameron McHargue

8-28-24
Date

[Signature]
Date

8/27/24
Date

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

W. Wood

City Manager, W. Wood

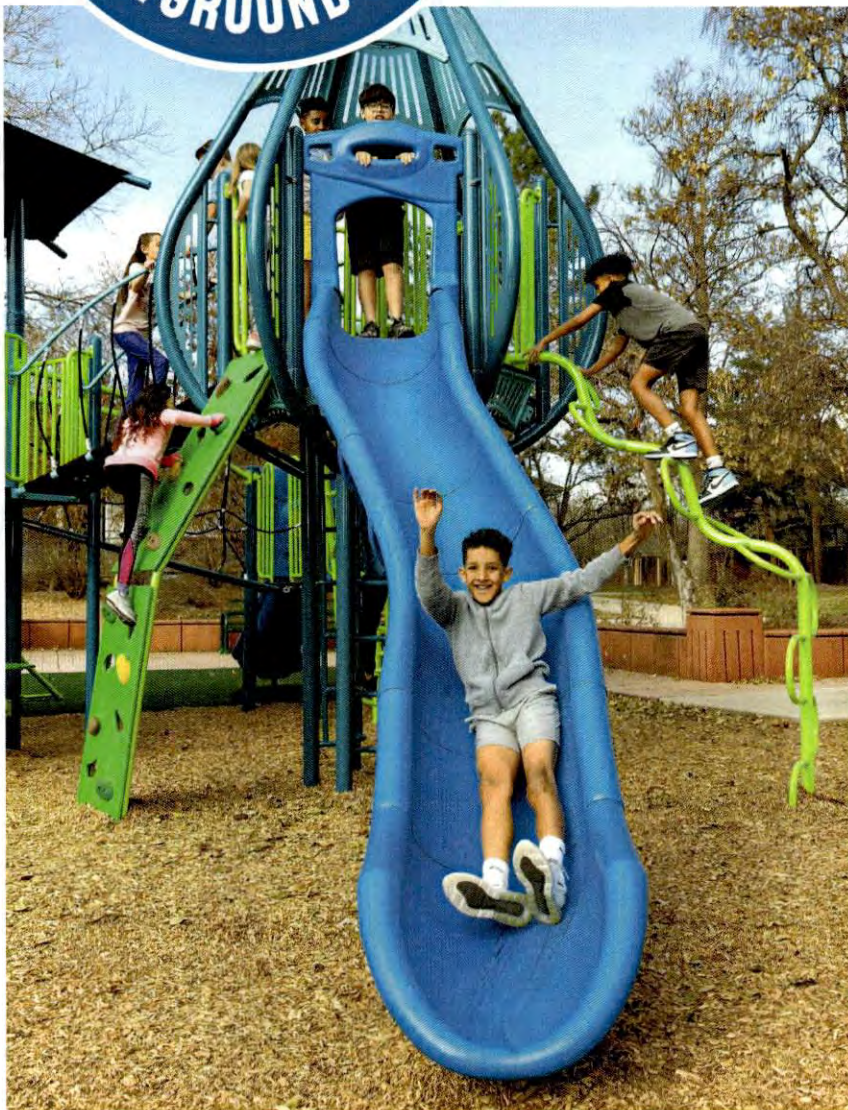
8.27.24
Date

PLAYGROUND GRANT



Up to 100% matching funds for PowerScape®, PrimeTime®, Xscape®, and Modern City® play systems

Up to 50% matching funds for The Stadium®, KidCourse, Challenge Course, and THRIVE® fitness systems



gametime.com/grant-2024



A PLAYCORE company

2024 Playground Grant Application

1.800.235.2440
gametime.com



Instructions

Read carefully

Please complete the appropriate sections of the application form. Once completed, validate the information by means of the project administrator's signature. Immediately return the completed and signed application form to your GameTime representative.

Project Info

List contact info and address of your project

Project Name: Cliff Teague Park Revitalization		Type: Play Equipment Upgrade
Address: 1125 C Ave SE		
City: Hickory	State: NC Zip: 28602	
Contact Person: Josh Rice		Title: Parks & Public Properties Manager
Phone: 828-323-7584	Fax: NA	E-mail: jrice@hickorync.gov

Background

Please provide a description of your organization, its goals, and why it should be considered for a grant.

The City of Hickory serves a diverse population of approximately 44,048 according to 2022 Census Bureau estimates. It is dedicated to providing all of the resources necessary for its citizens to live a Life, Well-Crafted! As part of this ongoing commitment, the City completed and adopted a comprehensive parks, recreation and sports tourism master plan in 2023. This plan recommends that the City focus on equitable and inclusive access to recreation, growth planning and improvement of its existing inventory. The City is striving for universal design in its parks while also working toward increasing amenities in the eastern quadrants, revitalizing underutilized parks and providing attractive amenities that draw users from overused parks to comparable recreation experiences in lesser used parks. A GameTime Community Champions grant could help the City meet key elements of all of these goals and more! Please see additional page for more background information.

Site Info

List specific info about the area in which the play equipment will be located.

Number of players: <small>To Equipment Specs.</small>	Age range: 5-12	Total play area size: 102' L x 38' W	Is the site level?: Yes
Special site conditions: (utilities, retaining walls, soil conditions, excessive slope, concrete slab, etc)			
<p>The play equipment would be located in Cliff Teague Park and would be placed in the vicinity of its current play area which has dated equipment set for removal. There are no technical easements in this area however, installation will be mindful of an 8-inch sewer line that runs below. A retaining wall, with a small slope behind it, contributes to the stability of the area which is level. The soil is composed of clay and sand. There are no concrete slabs in the play area. Engineered wood fiber will continue to be used in the play area which already has a sidewalk that grants access to it.</p>			

Budget Info

List your actual contribution to the play equipment purchase only.

Dollar amount you want GameTime to match: \$49,750

Funding Choices

Select the type(s) of funding in which you are interested.

- Up to 100% matching funds applies to PowerScope®, PrimeTime®, Xscape®, and Modern City® play systems
- Up to 50% matching funds applies to The Stadium®, KidCourse, Challenge Course®, and THRIVE® fitness systems



Rules and Limitations

Read carefully

Grant Rules and Limitations:
To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScope®, PrimeTime®, Xscape®, and Modern City® systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, KidCourse, and The Stadium®. VistaRope®, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 18, 2024. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 25, 2024, or until all eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2024, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2024 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.

Authorization Signature

Project administrator's signature

Authorized Signature:	Date:
Name (please print): Hank Guess	Title: Mayor

City of Hickory

Additional Background Information

2024 GameTime Community Champions Grant Application

The City of Hickory serves a diverse population of approximately 44,084 according to 2022 Census Bureau estimates. It is dedicated to providing all of the resources necessary for its citizens to live a Life Well-Crafted! As part of this ongoing commitment, the City completed and adapted a comprehensive parks, recreation and sports tourism master plan in 2023. This plan recommends that the City focus on equitable and inclusive access to recreation, growth planning and improvement of its existing inventory. The City is striving for universal design in its parks while also working toward increasing amenities in the eastern quadrants, revitalizing underutilized parks and providing attractive amenities that draw users from over-used parks to comparable recreation experiences in underutilized parks. A GameTime Community Champions grant could help the City to meet key elements of all of these goals and more!

Continued...

Cliff Teague Park is a neighborhood park in the southeast quadrant of the city. It resides in one the City's low-and-moderate (LMI) income census tracts. The City has been considering the revitalization of this park which was found to be the second least visited among 26 parks, according to Placer AI data. A 2022 city-wide recreation needs survey indicated that of those who do visit, they visit frequently. Low usage has contributed to safety concerns however, this could be significantly remedied by the addition of an attractive playground that would draw notable interest and compliment recent renovations of the parking lot, bathrooms, tennis courts as well as the addition of safety lighting and the City's consideration of National Recreation and Park Association revitalization guidelines. Together, all of these elements would create a revitalization synergy which could contribute to ample and consistent patronage of the park. Ample and consistent patronage are nationally recognized as crucial ingredients for park safety due to their ability to provide an ongoing observance of park use and prevention of unwanted behaviors.

The City of Hickory would like to invest more in Cliff Teague Park. Due to competing priorities, it is difficult to secure the level of play-system that would make an impact as described above. A GameTime grant would make this possible. An inclusive playground at Cliff Teague Park would also advance the City's goal of equitable and inclusive access to recreation and truly assist the park in becoming an attractive destination. This would, in turn, increase park usage and greater safety would result. A GameTime grant would be a game-changer for the City of Hickory!

...ment has been preaudited
...member required by the Local
Government Budget and Fiscal
Control Act.



City of Hickory
Finance Officer

COUNCIL AGENDA MEMOS

To: Hickory City Council

From: Rodney Miller, Deputy City Manager

Contact Person: Rodney Miller

Date: 08-21-24

Re: Award construction bid and authorize City Manager to approve a contract with Wilkie Construction Company to construct a group hangar and office complex at Hickory Regional Airport

REQUEST

Staff requests that City Council award a construction bid to Wilkie Construction Company and authorize the City Manager to approve a construction contract in the amount of \$2,767,000 for a new group hangar at Hickory Regional Airport and an alternate bid for a concrete pad in the amount of \$33,700.

BACKGROUND

The City requested construction bids in June and received a total of five bids. The lowest responsive bidder was Wilkie Construction Company with a low bid amount of \$2,767,000, plus an alternate bid in the amount of \$33,700.

The project consists of a new 12,000 s.f. group hangar and the addition of a 2,700 s.f. office complex that will include LED lighting, office space, equipment storage space, a concrete floor, and a new hangar door to accommodate larger aircraft. The new building will be constructed on the west ramp adjacent to an existing hangar. The concrete pad is planned to accommodate air traffic from the NC Forest Service and Atrium Health, who are leasing space at the airport.

ANALYSIS

The new hangar development aligns with the recommendations of a Hickory Regional Airport Task Force Report to promote and expand the assets at the airport to increase revenues through expansion of the number of base aircraft. The additional office space will be attractive to corporate partners seeking a location for their aviation operations, which will, in turn, create additional airport revenue.

The project will be funded with NC Department of Transportation Reserve Funds that were originally allocated in the fiscal year 23-24 budget.

RECOMMENDATION

Staff recommends City Council award a construction bid and authorize the City Manager to approve a construction contract with Wilkie Construction Company in the amount of \$2,767,000 for the construction of a new group hangar at Hickory Regional Airport and an alternate bid for a concrete pad in the amount of \$33,700.

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

Kari Dunlap

Finance Officer, Kari Dunlap

Date

8/27/24

Date

8/27/24

Date

Asst. City Manager Yaidee Fox

Yaidee Fox

Asst. City Manager, R. Beasley

Cameron McHargue

Deputy Finance Officer,
Cameron McHargue

Date

8/26/24

Date

8-28-24

Date

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

W. Wood

City Manager, W. Wood

8.27.24

Date

COUNCIL AGENDA MEMOS

To: City Manager’s Office

From: Steve Miller – Public Works Director

Contact Person: Jarod Marshall – Civil Engineer I

Date: August 20, 2024

Re: Neighborhood Traffic Calming Program; Speed limit Reduction to 25mph; 11th Ave NE and 4th St NE.

REQUEST

Staff requests Council acceptance and approval to implement a speed limit reduction to 25mph along 11th Ave NE from 5th St NE to 3rd St Dr NE, and along 4th St NE from 11th Ave NE to 10th Ave Dr NE.

BACKGROUND

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 submit an application 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.

ANALYSIS

Traffic Division staff received the completed petition from property owners along 11th Ave NE with regards to the Neighborhood Traffic Calming Program and have found the property owners to be in compliance with the guidelines. The petition does qualify for a speed limit reduction to 25mph. twenty-two (22) properties were included in the petition and sixteen (16) 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.

RECOMMENDATION

Staff recommends Council acceptance and approval to speed limit reduction to 25mph along 11th Ave NE from 5th St NE to 3rd St Dr NE, and along 4th St NE from 11th Ave NE to 10th Ave Dr NE.

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

8/27/24

Date

R. Beasley

Asst. City Manager, R. Beasley

8/28/24

Date

Kari Dunlap

Finance Officer, Kari Dunlap

8/27/24

Date

Cameron Mchargue

Deputy Finance Officer,
Cameron Mchargue

8-28-24

Date

Kaidee Fox

Asst. City Manager Kaidee Fox

8/26/24

Date

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

W. Wood

City Manager, W. Wood

8.27.24

Date

ORDINANCE NO. ____ - _____

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 11th Avenue NE from 5th Street NE to 3rd Street Drive NE, and along 4th Street NE from 11th Avenue NE to 10th Avenue Drive NE 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.

ORDAINED by the City Council of Hickory, North Carolina, this _____ day of _____, 20__.

CITY OF HICKORY,
A North Carolina Municipal Corporation

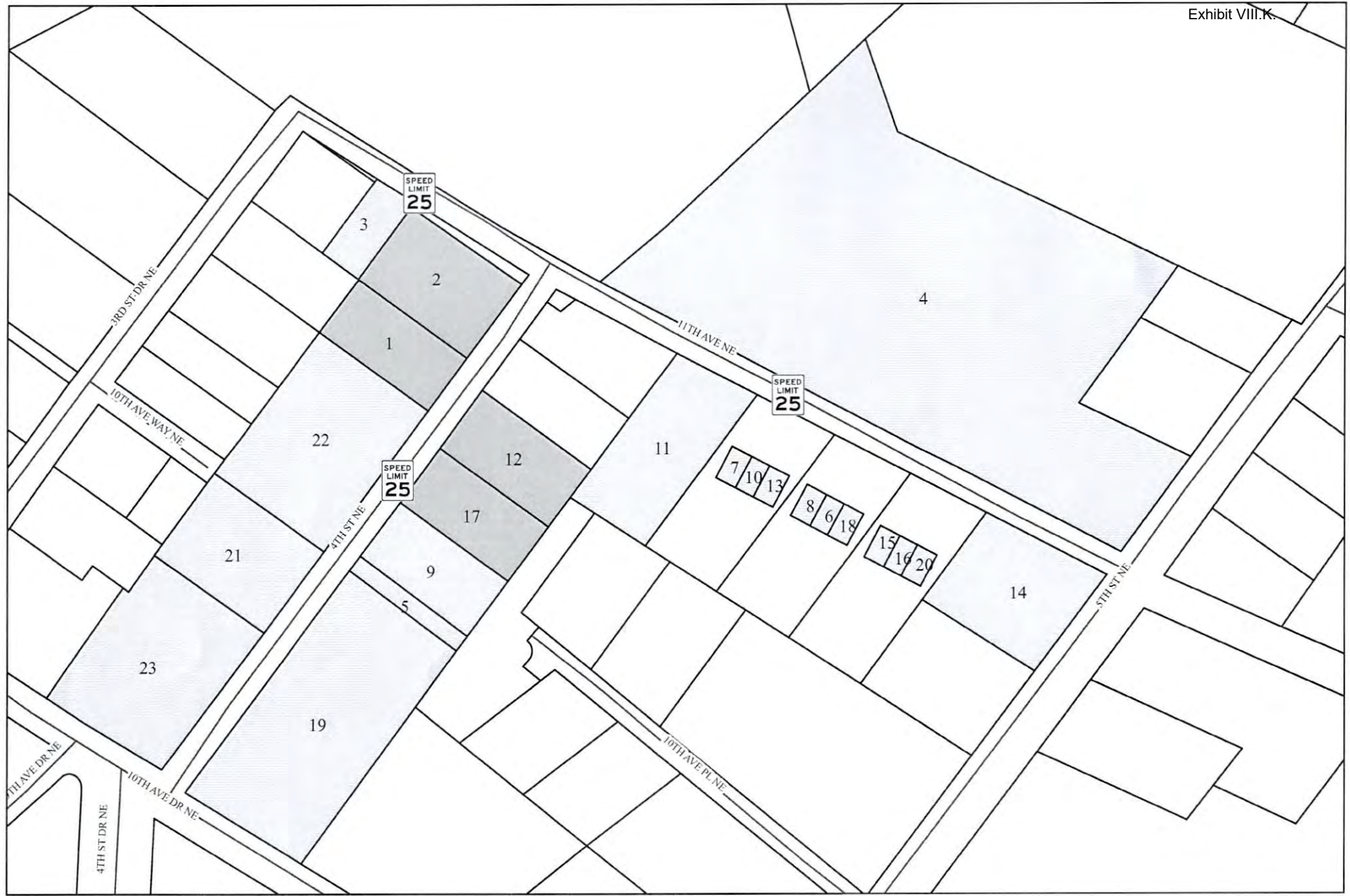
(SEAL)

Hank Guess, Mayor

Attest:

Debbie D. Miller, City Clerk

ORDINANCE NO. ____ - _____
HICKORY CITY COUNCIL



Multiple Owner Properties
 Single Owner Properties

Traffic Calming Petition 418
 Speed Limit Reduction
 11th Ave NE + 4th St NE

0 55 110 220
 Feet

N

BUDGET REVISION # 4

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 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		6,000	
	Economic & Community Development	12,000		
	Public Safety	26,000		
	Transportation	200,000		
	Culture & Recreation	4,850		
	TOTAL	242,850	6,000	
To provide funding for the above, the		General Fund	revenues will be amended as follows:	
	FUNCTIONAL AREA	INCREASE	DECREASE	
	Restricted Intergovernmental	192,000		
	Other Financing Sources	40,000		
	Sales and Services	4,850		
	TOTAL	236,850	-	

SECTION 2. To amend the		Water/Sewer Fund	within the FY 2024-25 Budget Ordinance, the	
expenditures shall be amended as follows:				
	FUNCTIONAL AREA	INCREASE	DECREASE	
	Other Financing Uses	41,250		
	TOTAL	41,250	-	
To provide funding for the above, the		Water/Sewer Fund	revenues will be amended as follows:	
	FUNCTIONAL AREA	INCREASE	DECREASE	
	Other Financing Sources	41,250		
	TOTAL	41,250	-	

SECTION 3. To amend the		NW Sewer Extension/ARC (#83308)	Capital Project Ordinance, the expenditures	
shall be amended as follows:				
	FUNCTIONAL AREA	INCREASE	DECREASE	
	Water & Sewer Capital Projects	41,250		
	TOTAL	41,250	-	
To provide funding for the above, the		NW Sewer Extension/ARC (#83308)	revenues will be amended as follows:	
	FUNCTIONAL AREA	INCREASE	DECREASE	
	Other Financing Sources	41,250		
	TOTAL	41,250	-	

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: Steve Miller, Public Works Director
Contact Person: Sam Abernethy, PE, Civil Engineer
Date: September 3, 2024
Re: Curb and Gutter Petition – 24-02

REQUEST

Staff requests the Council's approval of a resolution directing that the street improvement project be undertaken for petition number 24-02. Conduct a public hearing on September 3, 2024 to discuss all matters concerning petition number 24-02 that requests the City to construct curb and gutter on a portion of 290 16th Street Place SE, Hickory, (PIN 3712-06-48-0633).

BACKGROUND

The City Clerk received a petition from the owner of the property along 16th Street Place 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

The attached 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 Street Place 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 Resolution directs that a street improvement project be undertaken in front of a portion of 290 16th Street Place SE, Hickory, (PIN 3712-06-48-0633)

RECOMMENDATION

Staff recommends Council's approval of the resolution directing that the street improvement project be undertaken for Petition No. 24-02 to construct curb and gutter in front of the business at 290 16th Street Place 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

8/27/24

Date

Phil Beasley

Asst. City Manager, R. Beasley

8/28/24

Date

Kari Dunlap

Finance Officer, Kari Dunlap

8/27/24

Date

Cameron McHargue

Deputy Finance Officer,
Cameron McHargue

8-28-24

Date

Yaidee Fox

Asst. City Manager Yaidee Fox

8/27/24

Date

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

W. Wood

City Manager, W. Wood

8.27.24

Date

CERTIFICATION SHOWING THAT NOTIFICATION OF PUBLIC HEARING ON
PRELIMINARY RESOLUTIONS WERE MAILED TO OWNERS OF ALL PROPERTY
SUBJECT TO ASSESSMENT
PETITION NO. 24-02

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY
OF HICKORY:

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby
certify that notification of public hearing on Preliminary Resolution for Street Improvement
Project (curb and gutter) for 290 16th Street Place SE, Hickory was mailed by first class
mail on August 7, 2024, to all owners of property subject to assessment.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the seal of the City
of Hickory, North Carolina, this the 7th day of August, 2024.

Debbie D. Miller
Debbie D. Miller, City Clerk



Resolution No. 24-____

Resolution Directing That Street Improvement Project Be Undertaken
(Petition No. 24-02)

WHEREAS, on 15th day of July, 2024, the 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 the City Council of the City of Hickory that said petition is sufficient in all respects, the same having been duly signed by a majority in number of the owners, whose property represents a majority of all the lineal feet of frontage of the lands abutting upon the streets or portion of streets hereinabove described; and

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

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

1. That a portion of 290 16th Street Place SE, Hickory be improved by placing and constructing thereon curb and gutter under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina and the procedure therein established, and that said improvements be done by the City of Hickory or by contract after due notice and advertisement for bids, as outlined by Chapter 143, Section 129, of the General Statutes of North Carolina.
2. That 50 percent of the total cost of said improvement, exclusive of so much of the total costs as is incurred in improving the street intersections, be hereafter assessed upon the property receiving the improvements.
3. That the assessment herein provided for shall be payable in cash, or if any property owner shall so elect, in accordance with Chapter 160A, Sections 232 and 233 of the General Statutes of North Carolina, he shall have the option and privilege of paying the assessment in five (5) annual installments, said installments to bear interest at the rate of 8 percent per annum.

This 3rd day of September, 2024.

Hank Guess, Mayor

Debbie D. Miller, City Clerk

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



SCALE: 1"=100'

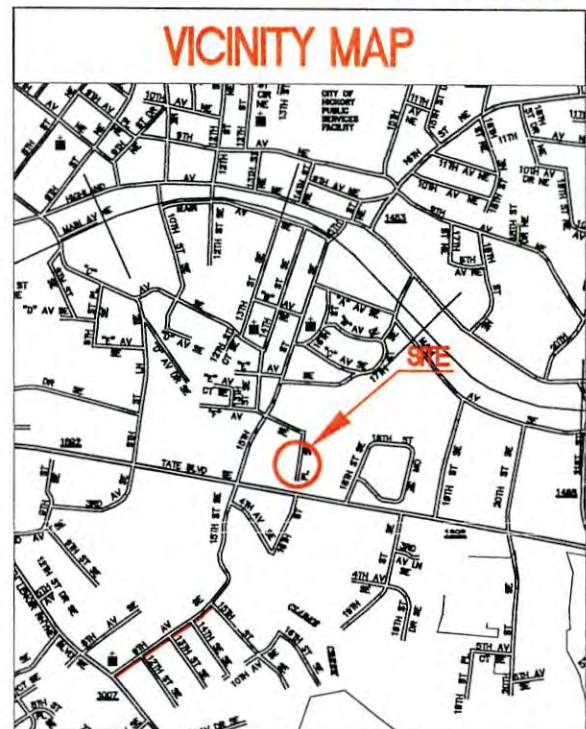
DATE: 7-15-2024

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

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	PRINT NAME 4 Hokes LLC	PRINT NAME	7/15
POB 371206480898	SIGNATURE MEMBER	SIGNATURE	
ADDRESS 290 16 th St. Pl. SE	PRINT NAME 4 Hokes LLC	PRINT NAME	7/15
POB 371206480633	SIGNATURE MEMBER	SIGNATURE	
ADDRESS Tate Blvd. SE	PRINT NAME 4 Hokes LLC	PRINT NAME	7/15
POB 371206480439	SIGNATURE MEMBER	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
POB	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
POB	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
POB	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
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