

# **A G E N D A**

## **HICKORY CITY COUNCIL**

**October 6, 2026**



**6:00 p.m.**



**AGENDA**  
[www.hickorync.gov](http://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](http://www.hickorync.gov).**

Hickory City Council  
76 North Center Street

October 6, 2026  
6:00 p.m.

- I. Call to Order
- II. Invocation by Reverend Amanda Sowards, Chief Executive Officer of Greater Hickory Cooperative Christian Ministry
- III. Pledge of Allegiance
- IV. Special Presentations
  - A. Presentation of a Proclamation for Fire Prevention Week October 4 – 10, 2026. **(Exhibit IV.A.)**
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
  - A. Regular Meeting of September 15, 2026. **(Exhibit VI.A.)**
- VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.
  - A. Budget Revision Number 5. **(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 Cemetery Deed from the City of Hickory to Carolyn Thompson, Located in Southside Cemetery, Lot No. A, Section 3, Spaces 23 and 24. (Prepared by the City of Hickory). **(Exhibit VIII.A.)**
  - B. Approval of the Issuance of Pyrotechnic Display Permits to PyroStar Entertainment for Fireworks Displays at Hickory Motor Speedway. **(Exhibit VIII.B.)**

*Staff request approval to issue pyrotechnic display permits to PyroStar Entertainment for fireworks displays at Hickory Motor Speedway on October 17, 2026, (no rain date) and October 24, 2026, (rain date - October 25, 2026). Kevin Piercy, General Manager of Hickory Motor Speedway submitted requests to obtain permission to conduct public fireworks displays. The North Carolina Fire Code requires an operational permit for the use and handling of pyrotechnic special effects material. The Hickory Fire Department Fire & Life Safety Division shall review all required documentation for the event(s), including Alcohol Tobacco and Firearm's (ATF) License, Operator and Assistant Operators Permits*

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

- C. Approval of Amendment Number 2 to the Professional Services Agreement with Thomas, Gordon and Shook Consulting Engineers in the Amount of \$34,885.21, Contingent on North Carolina Department of Transportation Concurrence. **(Exhibit VIII.C.)**

*Staff requests Council's approval of amendment number 2 to the professional services agreement with Thomas, Gordon and Shook (TGS) Consulting Engineers for construction phase services including design modifications and consulting services as directed by the City of Hickory during the construction phase of BL-0115, the Aviation Museum Connector Multi-Use Trail, in the amount of \$34,885.21, contingent upon North Carolina Department of Transportation concurrence (NCDOT). Amendment number 2 will be an extension to TGS's existing contract, adding construction phase services including design modifications and consulting services. Staff recommends Council's approval of amendment number 2 in the amount of \$34,885.21, (\$27,884.17 – Federal / \$6,977.04 Local), contingent upon NCDOT concurrence.*

- D. Approval of a Resolution for the Tentative Award to State Utility Contractors Inc. for the NW Sewer Extension Project in the Amount of \$3,591,146. **(Exhibit VIII.D.)**

*Staff requests approval of a Resolution for the tentative award to State Utility Contractors Inc. for the NW Sewer Extension Project in the amount of \$3,591,146. The project was advertised on August 4, 2026 and 6 bids were received on September 15, 2026. The lowest bid was from State Utility Contractors, Inc. The award is contingent on NCDEQ issuing an authorization to award. Staff recommends Council's approval of a Resolution of tentative award to State Utility Contractors Inc. for the NW Sewer Extension Project in the amount of \$3,591,146.*

- E. Acceptance of the Bid and Award the Contract to Eagle-Wood, Inc. in the Amount of \$1,226,702 for Sandy Pines Park Phase One. **(Exhibit VIII.E.)**

*Staff requests acceptance of the bid and award the contract to Eagle-Wood, Inc. in the amount of \$1,226,702 for Sandy Pines Park Phase One. The selected consulting firm Benesch has completed parcel surveying, design plans, and required permitting for the project. Planned improvements include a parking lot, sidewalks/trails, an accessible restroom, play structures and cornhole amenities, and associated site development. Four valid bids were received, and the lowest responsive bidder was determined to be Eagle-Wood, Inc. Staff recommend Council's acceptance of the bid and award the contract to Eagle-Wood, Inc. in the amount of \$1,226,702.*

- F. Approval of a Resolution Accepting the Donation of Equipment for the Hickory Public Library. **(Exhibit VIII.F.)**

*Staff requests Council's approval of a Resolution authorizing the Hickory Public Library to accept donations of equipment to benefit library services. The library does not currently have procedures in place that provide guidance in accepting equipment from individuals or businesses. The ability to accept appropriate donations of equipment for use at the Hickory Public Library will further the library's mission, reduce public expenditures, and enhance the Library's facilities and services. Staff recommend approval of the Resolution accepting the donation of equipment to benefit library services.*

G. Budget Revision Number 6. **(Exhibit VIII.G.)**

1. *To appropriate a total of \$39,378 in youth sports sponsorship and activities revenue to be used for Parks and Recreation programming.*
2. *To appropriate a total of \$27,645 in insurance reimbursements towards the replacement of a damaged vehicle at the Hickory Police Department.*
3. *To appropriate a total of \$158,483 in insurance reimbursements from FY26 and FY27 towards completing repairs at L.P. Frans Stadium. \$77,067 will come from FY26 insurance funds that fell to fund balance, \$53,405 will come from reimbursements from ServPro and Travelers, and in the current year \$28,011 will come from the Insurance fund property claims account.*
4. *To appropriate a total of \$213,789 from General Fund Balance to be used for construction services at Sandy Pines Park.*
5. *To appropriate \$40,000 in prior year donations to HPD from General Fund Balance to replace gym equipment at the Hickory Police Department.*

IX. Items Removed from Consent Agenda

X. Informational Items

XI. New Business

A. Public Hearings

1. Consideration of Rezoning Petition Number 26-08 for City-Owned Property located in Burke County at 964 and 970 Airport Rhodhiss Road and an Unaddressed parcel to the East, total 24.39 Acres, from Burke County R-3 Residential to City of Hickory Planned Development – Presented by Planning Manager Cal Overby. **(Exhibit XI.A.1.)**

*The City of Hickory has petitioned for the rezoning of City-owned properties located at 964 and 970 Airport Rhodhiss Road and an unaddressed parcel to the east, which total 24.39 area in total size. The request is to rezone the properties from Burke County R-3 Residential to City of Hickory Planned Development (PD). The petition originates as part of the recent annexation of the subject properties. The City's intention is to use the properties for the location of the future Catawba River Environmental Education Center (CREEC). This facility will be open to the public for educational and recreational purposes. The Hickory Regional Planning Commission held a hearing on September 23, 2026 to consider the petition. There were no speakers during the hearing. Upon closing the public hearing, the Hickory Regional Planning Commission found the petition to be reasonable, and unanimously recommended City Council's approval.*

*Notice of the public hearing was advertised in a newspaper having general circulation in the Hickory area on September 26, and October 3, 2026.*

B. Departmental Reports

1. Approval of a Resolution in Support of the Catawba-Wateree River Basin Integrated Water Resources Plan as Developed by the Catawba-Wateree Water Management Group – Presented by Public Utilities Director, Will Hamblin. **(Exhibit XI.B.1.)**
2. Planning Director Brian Frazier to Introduce Kimley-Horn regarding Hickory by Choice 2050 and the Land Development Code Update, with the Opportunity for Questions from City Council.
3. Appointments to Boards and Commissions

**CITIZENS ADVISORY COMMITTEE**

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

**COMMUNITY APPEARANCE COMMISSION**

(Terms Expiring 6-30; 3-Year Terms) Appointed by City Council  
Ward 2 (Williams Appoints) VACANT

**COMMUNITY RELATIONS COUNCIL**

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

**HICKORY REGIONAL PLANNING COMMISSION**

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

**LIBRARY ADVISORY BOARD**

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

**PUBLIC ART COMMISSION**

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

**RECYCLING ADVISORY BOARD**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
Ward 4 (Freeman 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)  
Homeschool VACANT  
St. Stephens High School 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)(4) 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 21, 2026 - NCGS §143-318.11(a)(1)
2. Discussion of Potential Economic Development - NCGS §143-318.11(a)(4)

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.”**

|                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>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</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



Office of the Mayor

Exhibit IV.A.

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

## PROCLAMATION Fire Prevention Week

- WHEREAS,** fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and
- WHEREAS,** most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and
- WHEREAS,** the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and
- WHEREAS,** the way lithium-ion battery devices are charged can make a difference in helping prevent home fires; and
- WHEREAS,** the City of Hickory and first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and
- WHEREAS,** safe charging includes using the cord and charger that came with your device or one approved by the manufacturer, charging on a hard, flat surface, watching for warning signs like devices that are very hot or start to swell, unplugging when fully charged, and charging larger devices like e-bikes outside and away from exits; and
- WHEREAS,** residents are encouraged to understand that safe charging means making smart choices every time they plug in; and
- WHEREAS,** the 2026 Fire Prevention Week™ theme, “Charge into Fire Safety™: Safe Charging Is a Superpower,” serves to remind all residents that safe charging can help reduce the risk of fires in homes and communities.

**NOW THEREFORE, I Hank Guess, Mayor of the City of Hickory, North Carolina,** on behalf of Hickory City Council, do hereby proclaim the week of October 4-10, 2026, as Fire Prevention Week, and urge all the people of Hickory to make sure their homes have working smoke alarms and to practice safe charging habits.

In witness hereof, I hereunto set my hand this 6<sup>th</sup> day of October, 2026.

Hank Guess, Mayor

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, September 15, 2026 at 6:00 p.m., with the following members present:

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

A quorum was present.

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

- I. Mayor Guess called the meeting to order. All Council members were present.
- II. Invocation by Reverend Charles Kyker, Christ United Methodist Church
- III. Pledge of Allegiance
- IV. Special Presentations
  - A. Presentation of a Proclamation to Bill McBrayer.

Mayor Guess welcomed Mr. Bill McBrayer and his wife Laura. He asked Mr. McBrayer to the podium. He commented that they were very blessed in the City of Hickory to have a number of citizens who volunteer their time, their talent, and sometimes they even contribute some of their treasures to the City of Hickory on various boards and commissions. He hated to say this, but it was true, they do not give them enough praise and enough thanks. Tonight they wanted to recognize Mr. Bill McBrayer for a lot of his contributions that he has made to the City. They encourage all of their citizens to be active, engaged, and educated, and Bill certainly filled all of those categories. On behalf of the entire City Council, staff, and citizens, they wanted to especially recognize Bill tonight for all of his community service and all that he has contributed to the City of Hickory.

Mayor Guess mentioned that he had spoken to Bill earlier, and it was not a secret, Bill and his wife were moving to be closer to family, and they could certainly understand and appreciate that, but he and his family were not moving too far away. They were just going to be across the hill in Shelby. He was not moving that far, and he was sure that they would be visiting from time to time. He mentioned that Bill’s son Thomas was unable to be present, he thought most of them knew Thomas. Mayor Guess did not know their other son as well, but he knew that they would be back visiting Hickory from time to time, and this would always be their home, and they would always be welcome here.

Mayor Guess read and presented a Proclamation to Mr. McBrayer. Photos were taken.

Mr. Bill McBrayer commented that 45 years was a long time. He would be back for LR football and LR basketball. He probably would not attend the Planning Board meeting, but his brother-in-law just happened to be the Chair of the Planning Board in Shelby, so he was trying to finagle him on that, but he had to take a little break because he thought 19 years, whatever, was long enough. He enjoyed it and thanked them all.

Alderman Wood commented that he was thinking about Bill and his service and their friendship, and the word that came to his mind was inheritance. Inheritance was a gift, right? Whether it was deserved or not. Bill had been an inheritance to him. He inherited Bill because Councilman Lail originally appointed Bill to be the Ward 1 Representative on the Planning Commission. He had gotten to know Bill over the years. They had become friends. What really comes to his mind was that he is a man of character and he had made him a better person through his character. He was a gift. He had been a gift to him and to this City. He could not thank him enough. He enjoyed getting to know Bill and Laura and he wished him the best. He knew they were kindred spirits when he found out that they both have 1987 Mazda B2000 trucks. It was not everybody that could drive those around and be respectful, but they pulled it off somehow. Thank you so much. He was a dear friend.

Mr. McBrayer thanked Alderman Wood and City Council members.

- B. Presentation of a Proclamation for Hispanic Heritage Month to Centro Latino Hickory, Program Coordinator, Soraya Valdez Place.

Mayor Guess asked Program Coordinator Soraya Valdez-Place and also Administrative Manager Samantha Rangel to the podium. This was Hispanic Heritage Month, and they were both representing Centro Latino Hickory. He mentioned the two lovely little ladies that were with them. They valued their community partners as well, and the City of Hickory had long had a standing relationship with Centro Latino, and they were so proud of that relationship and were so proud to be able to honor them during the coming months. He noted that he had two Proclamations one was in Spanish and one was in English. He commented this was a very special occasion, and they were always honored to be able to honor this day and this month as Hispanic Heritage Month in the City of Hickory. Mayor

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Guess read and presented the Proclamation to Ms. Valdez-Place and Ms. Rangel. Photos were taken.

Centro Latino Hickory, Program Coordinator, Soraya Valdez Place appreciated the recognition. It was very important for them to be recognized as they were going through very difficult times, but they appreciated them and they felt their support. She invited everyone to their festival.

Administrative Manager Samantha Rangel advised their festival this year was going to be in the City of Newton, on September 26<sup>th</sup> from 3:00 p.m. until 8: p.m. Everybody was welcome, and they also needed volunteers. She thanked Council, it meant a lot to their community.

Ms. Valdez-Place advised this year they moved the festival to Newton, but eventually they would come back to Hickory, because they were trying to move it around to different cities to give the opportunity for everybody to enjoy it. Everybody was welcome.

V. Persons Requesting to Be Heard

- A. Mr. Cliff Moone, 4340 North Center Street, Unit 304. Hickory, North Carolina, commented they had tolerated him very well over the years to speak close to this date and close to the 15<sup>th</sup> of December. Two days from now they would be hopefully celebrating, they would, Constitution Day. The City has always been so great about recognizing that and keeping it because it was so important. In this 250<sup>th</sup> year of our Country, it is very special and important to think about those things, and they knew why.

Mr. Moone wanted to introduce a little quirky thing. He just finished a book recently by a fellow named Jesse Wegman, who on Thursday night would actually be on a podcast, called The Lost Founder: James Wilson And the Forgotten Fight for a People's Constitution. He did not know how many of them knew who James Wilson was. He would not ask them to show him because James Wilson was a man that they do not necessarily know very well from this. And yet, James Wilson, who was born in Scotland near Edinburgh. He came to this country, to Philadelphia, and came out of poverty in Scotland. He came here and became a premier lawyer. He became one of the best lawyers in the country and got very wealthy doing it, but he had one bad trait. This was very popular, including with their first president, with James Madison, Thomas Jefferson, and others, but he was addicted to land speculation. He basically lost everything, and at the end of his life in scandal, in debt, hundreds of thousands of dollars in that time, in debt, he died in Edenton, North Carolina, at a tavern, from malaria. That was not what he wanted them to know about James Wilson, because this book was a really good book, and he would hope they would read it sometime. He read the following: On September 17<sup>th</sup>, 1787, for the second time in 11 years, a group of several dozen men gathered around a low table at the front of the Assembly Room of the Pennsylvania State House to sign what would become, along with the Declaration of Independence, one of the most cherished covenants in the history of democracy. In all, 89 delegates put their names to the Constitution and the Declaration. Of those 89, only 6, only 6 signed both documents, and of those 6, only 1 understood the 2 documents as inextricably linked. "All men," James Wilson said, "are by nature equal and free. No one has a right to any authority over another without his consent,". These were the words that James Wilson had written in 1768 in an essay and published in 1774, and he never stopped trying to carve them into the foundation of a truly democratic America. They were the words Thomas Jefferson adopted, with only slight alterations, in the preamble to the Declaration of Independence: "We hold these truths to be self-evident, that all men are created equal." Today, the lines of the preamble are sacred and chiseled to our collective political consciousness. But for nearly all the founders, the preamble, like the Declaration as a whole, was an afterthought, with one exception. None of them, not Madison, nor Adams, nor Washington, nor Hamilton, not even Jefferson, its primary author, ever cited its words in public through the end of the 18<sup>th</sup> century. The only exception was James Wilson. He thought that most people thought that the Declaration that they just celebrated, the 250<sup>th</sup> year, as the beginning of their nation. But technically, if they read the Declaration, it was only the United Colonies independent that declared their independence from Great Britain. But it was on the 17<sup>th</sup> of September, 1787, that they became truly a nation. Indeed, that was what James Wilson said at the Pennsylvania ratifying convention in order to successfully be the first big, large state to ratify the Constitution. Again, it was a little history lesson. He hoped they did not mind his sharing it with them. He recommended this book if they want to know one of the Lost Founders. Thank you.

- B. Ms. Park Inglefield, 510 11<sup>th</sup> Avenue Place NW, wanted to bring up a couple of things she had seen from other cities that she thought would be super cool to see Hickory do. One was this Thursday; Newton City Council was having a community meeting. Community meetings offer Newton residents an open conversational forum to share ideas and concerns directly with the City Council, with Council members responding to each speaker individually. She thought that would be a great way to address. Council was not really able to respond. That was just how the procedure went. She thought it would be amazing

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to have an opportunity of a community discussion where they could really have a back and forth. They could listen. She thought it was really important that everyone was able to hear the responses. She would love for Council to check in on that. She was going to go if she was able. She thought that could be a really great thing for Hickory. Just get people involved, get them in the conversation. And a way for people who do not typically come to City Council meetings.

Ms. Inglefield advised she attended Long View City Council yesterday, and they were implementing a transparency portal on their website for flock cameras. She thought that was a great idea. It was a way on their website for people to see where the cameras were, and what agencies have access to them. She would really encourage the City, if they had not considered that yet, to consider putting a transparency portal just so people were aware of these things and could check for themselves. Thank you.

Mayor Guess thanked Ms. Inglefield. He asked if anyone else present would like to address the Council. No one appeared. He advised as always, they have this opportunity during each Council meeting, but also all of Council make themselves available, and if they would contact them he was sure they would make time available if they could not make it to a Council meeting, or if they knew someone, they would make themselves available and have a conversation with them at some other time.

#### VI. Approval of Minutes

##### A. Regular Meeting of September 1, 2026.

Alderman Seaver moved, seconded by Alderwoman Patton that the Minutes of September 1, 2026 be approved. The motion carried unanimously.

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

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

##### A. Budget Revision Number 4. (First Reading Vote: Unanimous)

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

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

##### A. Approved a Commercial Use Permit and Lease Agreement with The Nest at HKY, LLC for Hangar and Office Space at Hickory Regional Airport.

Staff requests approval of a Commercial Use Permit and Lease Agreement with The Nest at HKY, LLC. The City currently leases hangar S-5 at the Hickory Regional Airport to The Nest at HKY, LLC. The tenant operates an Aircraft Management and Pilot operation. Due to significant growth the tenant has a need for additional hangar and office space. The Nest at HKY, LLC intends to increase their rental space by renting hangar S-1, located at 2910 2<sup>nd</sup> Avenue NW, on the south tamp of the Airport. The leased premises consist of hangar space, office space, restroom space, and storage space. The proposed annual rent amount will be \$75,600 with a 2.5% annual increase. The term of this Agreement shall commence on the commencement date and continue for an initial term of four years, unless earlier terminated in accordance with this Agreement. Tenant shall have one option to renew this Agreement for one additional term of five years by providing the City with written notice of its election to renew no later than one hundred twenty days prior to the expiration of the initial term. The renewal term shall be on the same terms and conditions set forth in this Agreement, except as otherwise expressly provided herein. Staff recommend City Council's approval.

Notice of the lease was advertised in a newspaper having general circulation in the Hickory area on August 13, 2026.

#### RESOLUTION NO. 26-45 RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BY THE CITY OF HICKORY PURSUANT TO N.C.G.S. § 160A-272

WHEREAS, the City Council of the City of Hickory desires to lease to The Nest HKY, LLC ("Tenant") a portion of Hangar S1 at the Hickory Regional Airport, located at 2910 2<sup>nd</sup> Avenue NW, Hickory, North Carolina 28601, consisting initially of approximately 9,600 square feet of aircraft storage space, 870 square feet of office and restroom space, and

1,160 square feet of storage space (collectively, the “Leased Premises”), together with the non-exclusive right to use approximately 342 square feet of lobby and restroom space (the “Common Space”), as more particularly described in Exhibit A to the Commercial Use Permit and Lease Agreement (the “Lease Agreement”), for an initial term beginning October 1, 2026, and ending September 30, 2030, with one (1) option to renew for an additional five (5) years, at an initial annual rental of Seventy-Five Thousand Six Hundred Dollars (\$75,600.00), which shall increase by two and one-half percent (2.50%) annually beginning October 1, 2027; and

WHEREAS, the Lease Agreement further grants Tenant a conditional option to lease approximately 3,200 square feet of additional hangar space and approximately 120 square feet of additional office space within Hangar S1 (the “Option Space”) if and when the Option Space becomes available during the Term, at the rental rates set forth in Exhibit B to the Lease Agreement, and further provides that, upon Tenant’s timely exercise of such option, the Option Space and the Common Space shall automatically be incorporated into the Leased Premises, with the Common Space thereafter being for the exclusive use and occupancy of Tenant for the remainder of the Term; and

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

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

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

WHEREAS, notice of the proposed lease was published on August 13, 2026, describing the Property to be leased, stating the annual rental payments, and giving notice that the City Council intended to consider a resolution authorizing execution of the Lease Agreement at its regular meeting on September 15, 2026, all in accordance with N.C.G.S. § 160A-272.

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

1. The City Council hereby determines that the Leased Premises, the Common Space, and, if and when leased pursuant to the terms of the Lease Agreement, the Option Space, will not be needed by the City for City purposes during the applicable term of the Lease Agreement.
2. The City Council hereby authorizes the lease of the Leased Premises, together with Tenant’s non-exclusive right to use the Common Space, upon the terms and conditions set forth in the Lease Agreement, including Tenant’s conditional option to lease the Option Space and the resulting incorporation of the Option Space and the Common Space into the Leased Premises upon Tenant’s exercise of such option in accordance with the terms of the Lease Agreement, all pursuant to N.C.G.S. § 160A-272.
3. The City Manager is hereby authorized and directed to execute, on behalf of the City of Hickory, the Lease Agreement with Tenant for the lease of the Leased Premises, together with the non-exclusive right to use the Common Space, for an initial term beginning October 1, 2026, and ending September 30, 2030, with one (1) option to renew for an additional five (5) years, upon the terms and conditions approved herein, including an initial annual rental of Seventy-Five Thousand Six Hundred Dollars (\$75,600.00), which shall automatically increase by two and one-half percent (2.50%) on October 1, 2027, and on October 1 of each year thereafter. The Lease Agreement shall further include Tenant’s conditional option to lease the Option Space if it becomes available during the Term, at the rental rates set forth in Exhibit B to the Lease Agreement, and shall provide that, upon Tenant’s timely exercise of such option in accordance with the terms of the Lease Agreement, the Option Space and the Common Space shall automatically be incorporated into the Leased Premises, the Common Space shall thereafter be for the exclusive use and occupancy of Tenant, and the annual rent shall automatically increase in accordance with Exhibit B to the Lease Agreement, all without the necessity of further action by the City Council.

4. The City Manager is further authorized and directed to execute any acknowledgment, notice, certification, or other document contemplated by or necessary to implement the terms of the Lease Agreement, including Tenant's exercise of the option to lease the Option Space, and to approve and execute any minor, non-substantive revisions to the Lease Agreement that are consistent with the intent of this Resolution, subject to approval as to form by the City Attorney and pre-audit certification by the Chief Financial Officer, if required by law.

(Exhibits "A" and "B" are on file in the City Clerk's Office and is hereby incorporated by reference and made a part of the minutes)

- B. Approved a Resolution to Declare Surplus 2,789 Discarded Library Items to be Given to the Friends of Hickory Public Library to be Sold at the Friends "Corner Book Store" at Patrick Beaver Memorial Library and/or Special Book Sales.

The Friends of Hickory Public Library collect donated books and other materials on an ongoing basis to be sold at seasonal book sales and/or the Corner Book Store, the proceeds from which provide funds for library programming and other special activities. For many years, the library has been giving the Friends of Hickory Public Library materials that have been removed from the collection because they are out of date, in poor condition, or no longer needed to meet the collection development goals of the library. The sale of donated and discarded books is the primary fundraising activity of the Friends of Hickory Public Library, and discarded library materials comprise a significant portion of their inventory. The sale of these items ultimately benefits the library and is an appropriate means of disposing of unneeded materials. The library requests that discarded library materials be declared surplus and given to the Friends of Hickory Public Library for their use at the "Corner Book Store" and/or seasonal book sales.

Public notice declaring surplus library materials and authorizing the donation to the Friends of Hickory Public Library was posted on September 1, 2026.

RESOLUTION NO. 26-46  
A RESOLUTION OF THE HICKORY CITY COUNCIL  
DECLARING SURPLUS LIBRARY MATERIALS AND  
AUTHORIZING DONATION TO THE FRIENDS OF THE LIBRARY

WHEREAS, the Hickory Public Library declares a list of 2,789 discarded library materials which are out of date, in poor condition, or no longer needed to meet the collection development goals of the library; and

WHEREAS, the Library wishes to dispose of said property to The Friends of Hickory Public Library. Books will be sold at the Friends "Corner Book Store" at Patrick Beaver Memorial Library and/or at special book sales.

WHEREAS, G.S. 160A-280 allows the city to donate to another governmental unit within the United States, or a nonprofit organization incorporated after advertising and Council approval.

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

SECTION 1. That authorization is given to the Hickory Public Library to dispose of the declared surplus in a manner serving the best interest of the City.

SECTION 2. This Resolution shall become effective upon adoption.

- C. Approved a Microenterprise Grant Agreement with Golden Rule Music School, LLC in the Amount of \$4,000.

In its 2025-2029 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This includes a program to provide microenterprise grants to businesses looking for funding necessary to take their business to the next level. The program offers grants of up to \$4,000 for low to moderate income business owners for business property, inventory, necessary fixed assets, marketing and business promotion, or other improvements approved by the Business Development Committee. Applicants are required to submit a business plan and have a counseling session with a local business support organization. Jamie Stephens applied for a Microenterprise Grant to support and grow his existing small business, Golden Rule Music School. The Business Development Committee reviewed the application and recommended approval of the grant in the amount of \$4,000. The grant funds will be used to purchase equipment and business expansion. Staff recommend that City Council approve the Microenterprise Grant agreement with Golden Rule Music School, LLC.

- D. Approved a Microenterprise Grant Agreement with Maven Med Scrubs, LLC in the Amount of \$4,000.

In its 2025-2029 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This includes a program to provide microenterprise grants to businesses looking for funding necessary to take their business to the next level. Britiney Perry applied for a Microenterprise Grant to support and grow her small business, Maven Med Scrubs. Maven Med Scrubs is a medical apparel brand specializing in premium, comfortable scrubs. The Business Development Committee reviewed the application and recommended approval of the grant in the amount of \$4,000. The grant funds will be used for business equipment, inventory, and marketing and business promotion. Staff recommend that City Council approve the Microenterprise Grant agreement with Maven Med Scrubs, LLC.

- E. Approved a Lease Agreement with Hickory Downtown Development Association for City Owned Property Located at 24 1<sup>st</sup> Avenue NE.

Staff requests Council's approval of a lease agreement with the Hickory Downtown Development Association to lease property owned by the City of Hickory, located at 24 1<sup>st</sup> Avenue NE. The property has been leased to the Hickory Downtown Development Association for several years. The terms for the proposed lease will be for 9 years and 3 months in the amount of \$1 per year. The lease will run through December 31, 2035. The City will continue to provide all utilities and maintenance to the building. The Lessee will be responsible for the payment of all utilities furnished to the property. Staff recommend City Council's approval of the resolution of intent to lease property and the lease agreement with the Hickory Downtown Development Association.

Notice of the lease was advertised in a newspaper having general circulation in the Hickory area on August 15, 2026.

#### RESOLUTION NO. 26-47

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT BETWEEN CITY OF HICKORY AND HICKORY DOWNTOWN DEVELOPMENT ASSOCIATION INC. FOR THE LEASE OF PROPERTY LOCATED AT 24 1ST AVENUE NE, HICKORY, NC PURSUANT TO THE PROVISIONS OF N.C.G.S. § 160A-272

WHEREAS, City Council of the City of Hickory desires to lease that certain City-owned tract or parcel of real property commonly known as 24 1st Avenue NE, Hickory, Parcel ID #370207694868, REID #2346, to Hickory Downtown Development Association Inc., for 9-years, 3-months term beginning October 1, 2026, and ending December 31, 2035, at a total rental of One Dollar (\$1.00) for the purpose of operating a downtown development organization; and

WHEREAS, City staff reports that the City does not have a need for the property for City purposes during the term of the proposed lease and recommends that City Council authorize execution of the lease; and

WHEREAS, N.C.G.S. § 160A-272 authorizes the City to lease or rent property owned by the City for such terms and upon such conditions as City Council may determine, but not for longer than 10 years and only if City Council determines that the property will not be needed by the City for the term of the lease; and

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

WHEREAS, notice was published on August 15, 2026, describing the above-described property to be leased, stating the annual lease payments, and announcing City Council's intent to authorize the lease at its regular meeting scheduled for September 15, 2026, in accordance with N.C.G.S. § 160A-272.

NOW, THEREFORE, BE IT RESOLVED that City Council for the City of Hickory hereby determines that the above-described property which is the subject of the proposed lease agreement between City of Hickory and will not be needed by the City for City purposes during the term of the proposed lease.

BE IT FURTHER RESOLVED that the City is hereby authorized to lease the above-described real property to Hickory Downtown Development Association Inc., at the consideration provided herein pursuant to N.C.G.S. § 160A-272.

BE IT FURTHER RESOLVED that the City Manager and the Clerk to City Council are hereby authorized to execute, on behalf of the City of Hickory, a lease agreement of the

above-described property with Hickory Downtown Development Association Inc. for 9-years, 3-months term at a total rent of \$1, subject to a pre-audit certificate thereon by the City Chief Financial Officer, if applicable, and approval as to form and legality by the City Attorney.

- F. Approved Awarding the Service Weapon and Police Badge to Sergeant Cam Anderson Upon His Retirement from the City of Hickory Police Department.

Hickory Police Department requests that City Council award Sergeant Cam Anderson his service weapon (Glock Model 45, Serial # CDAM805) and badge upon his retirement on October 1, 2026. Sergeant Cam Anderson will retire from the City of Hickory Police Department after completing over 24 years of qualifying service to the citizens of Hickory. By authority of the NC General Statutes, City Council may award the service weapon and police badge to Sergeant Cam Anderson upon his retirement from the Hickory Police Department. Upon approval from City Council, the police badge and service weapon will be declared surplus and removed from the City's fixed asset inventory. Staff recommends approval to award the service weapon and police badge to Sergeant Cam Anderson upon his retirement from the City of Hickory Police Department.

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

The mission of the City of Hickory's Community Development Division is to preserve the existing housing base, enhance ownership opportunities for all of its citizens to obtain decent housing, and provide a quality environment conducive to the safe and healthy growth of its citizenry. The seven-member Citizens' Advisory Committee was formed to provide for citizens' input in the facilitation of the City's Community Development Block Grant (CDBG) program, as well as any other similar community enhancement funding the City may receive. The following requests were considered by the Citizens' Advisory Committee at their regular meeting on September 3, 2026:

- Marjorie Linebarger, located at 725 7<sup>th</sup> Avenue Court SE, Hickory, was recommended for approval of up to \$15,000 under the City of Hickory's 2026 Urgent Repair Program.
- Patricia Sullivan, located at 1014 16<sup>th</sup> Street SE, Hickory, was recommended for approval of up to \$15,000 under the City of Hickory's 2026 Urgent Repair Program.
- Isavel Figueroa, located at 408 18<sup>th</sup> Street Place SW, Hickory was recommended for approval of up to \$15,000 under the City of Hickory's 2026 Urgent Repair Program.
- Isavel Figueroa, located at 408 18<sup>th</sup> Street Place SW, Hickory was also recommended for approval of up to \$25,000 under the City of Hickory's Housing Rehabilitation Deferred Loan Program.

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

- H. Approved Soliciting a Request for Qualifications for On-Call Professional Engineering Services Related to Water and Sewer Infrastructure.

Staff requests Council's approval to solicit a Request for Qualifications (RFQ) for On-Call Professional Engineering Services related to water and sewer infrastructure. The City owns and operates public water and wastewater infrastructure serving Hickory and surrounding service areas. The City anticipates a continuing need for professional services relating to rehabilitation, replacement, expansion, regulatory compliance, asset management, and capital improvement delivery. The purpose of this RFQ is to identify firms with the technical breadth, personnel, capacity, municipal experience, and responsiveness to support water and sewer assignments that may arise during the three-year qualification period. The City of Hickory's Purchasing Policy and NC General Statute requires professional services greater than \$50,000 to be procured by a qualified based selection process. The City intends to establish a pool of one or more qualified firms that may be engaged during a three-year qualification period. Selection under this RFQ would not award a specific project, guarantee any minimum amount of work, or obligate the City to issue a contract or task order. Each assignment will be authorized only by a separately negotiated and executed contract, task order, or amendment, subject to applicable law, appropriation, and required City approvals. This solicitation is intended to implement qualifications-based selection under Article 3D of Chapter 143 of the North Carolina General Statutes. Firms will be evaluated on demonstrated competence and qualifications without regard to fee. After ranking, the City may negotiate scope and a fair and reasonable fee with the best-qualified firm for an agreement or assignment. Staff recommends Council's approval to solicit a Request for Qualifications for On-Call Professional Engineering Services related to water and sewer infrastructure.

- I. Approved a North Carolina Department of Transportation Integrated Mobility Division Multimodal Program Grant in the Amount of \$72,500 to Update the City's 2020 Bicycle and Pedestrian Master Plan.

Staff requests Council's approval of the grant agreement for the North Carolina Department of Transportation (NCDOT) Integrated Mobility Division Multimodal Program Grant using HDR as the consultant to update the City of Hickory's 2020 Bicycle and Pedestrian Master Plan. Since the development and adoption of the 2020 Bike and Pedestrian Plan, significant changes have transpired in Hickory. Since the City's Bike and Pedestrian Master Plan is now almost six years old and significant changes have occurred, the City applied for and was awarded the NCDOT Integrated Mobility Division's (IMD) Multimodal Grant Program (MMPG) to update the City's 2020 Bike and Pedestrian Master Plan earlier this year. NCDOT IMD has assigned HDR as the consultant to help the City with these revisions and necessary modifications, taking into consideration the progress achieved thus far. Staff recommend Council's approval of the grant agreement with NCDOT IMD, with HDR serving as the City's consultant. The grant amount is \$72,500, with NCDOT providing \$56,750 and a local match of \$15,750.

- J. Approved a Resolution Declaring Surplus Fire Equipment and Selling Equipment to Bandys Crossroads Volunteer Fire Department, Sugar Loaf Fire Department, and Mountain View Volunteer Fire Department of Catawba County, Inc.

City of Hickory Fire Department staff requests approval to declare as surplus a 26 piece Rescue 42 Strut Kit and the sale of the kit to Bandys Crossroads Volunteer Fire Department in the amount of \$2,500. Staff request approval to declare as surplus one Hurst Hydraulic Power Unit, one Combination Spreader/Cutter, one Telescopic Ram, two Hydraulic Hoses, and the sale of the equipment to Sugar Loaf Fire Department for \$1,500. Staff request approval to declare as surplus a 44 piece Rescue 42 Strut Kit and sale of the kit to Mountain View Volunteer Fire Department in the amount of \$3,000. These fire departments are 501(c)(3) non-profit organizations. The revenue from the sale of the equipment will be used towards the associated costs for new technical rescue equipment for the fire department. The sell of this equipment will be in accordance with North Carolina General Statute 160A-267. Staff recommend approval of the Resolution declaring the equipment surplus and the sale of the equipment at the negotiated amounts.

RESOLUTION NO. 26-48  
A Resolution of the Hickory City Council  
Declaring Surplus Fire Equipment and  
Authorizing the Sale to Bandys Crossroads Volunteer Fire Department, Sugar Loaf Fire  
Department, and Mountain View Volunteer Fire Department

WHEREAS, the Hickory Fire Department declares surplus a 26 piece Rescue 42 Strut Kit.

WHEREAS, the Hickory Fire Department wishes to sell said equipment to Bandys Crossroads Volunteer Fire Department at a negotiated price.

WHEREAS, the Hickory Fire Department declares surplus one Hurst Hydraulic Power Unit, one Combination Spreader/Cutter, one Telescopic Ram, and two Hydraulic Hoses.

WHEREAS, the Hickory Fire Department wishes to sell said equipment to Sugar Loaf Fire Department at a negotiated price.

WHEREAS, the Hickory Fire Department declares surplus a 44 piece Rescue 42 Strut Kit.

WHEREAS, the Hickory Fire Department wishes to sell said equipment to Mountain View Volunteer Fire Department at a negotiated price.

WHEREAS, G.S. 160A-267 allows the City to dispose of property by private sale at a negotiated price after Council's approval and advertisement.

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

SECTION 1. That authorization is given to the Hickory Fire Department to dispose of the declared surplus in a manner serving the best interest of the City.

SECTION 2. This Resolution shall become effective upon adoption.

- K. Approved a Resolution Authorizing the City to Apply for the Outdoor Recreation Legacy Partnership (ORLP) Grant in an Amount up to \$2,000,000, (up to \$1,000,000 from the ORLP Grant and up to \$1,000,000 City of Hickory Local Match), for the Catawba River Environmental Education Center (CREEC) Project.

Staff requests Council's approval of a Resolution authorizing the City to apply for the ORLP Grant for the Catawba River Environmental Education Center: Outdoor Science, Heritage and Recreation Gateway Project. The National Park Service administers the Outdoor Recreation Legacy Partnership (ORLP) program under the Land and Water Conservation Fund Act. This program specifically targets eligible urban communities with populations over 25,000 to create or significantly improve outdoor recreation spaces in areas that lack adequate park access. The City of Hickory owns three parcels along the Catawba River in Burke County identified as (Parcel IDs: 2783788894, 2783785060, and 2783886713) designated for the project site. The project's eligible grant expenses will focus on the construction of passive and active recreation amenities, including a paved walking path, boat dock, kayak launch, trails, outdoor classrooms, amphitheater, educational signage, drop-off pavilion, site furnishings, a scenic overlook and natural restoration areas. The ORLP grant program requires a minimum 50% non-federal match. A grant application covering eligible opportunities could be submitted in an amount of up to \$2,000,000 with up to \$1,000,000 from the ORLP Grant, and up to \$1,000,000 from the City of Hickory as a local match. The anticipated grant project cycle begins in October 2028. Staff recommends Council's approval of a Resolution authorizing the City to apply for the ORLP Grant.

RESOLUTION NO. 26-49  
RESOLUTION AUTHORIZING THE CITY OF HICKORY TO SUBMIT AN APPLICATION TO THE NATIONAL PARK SERVICE IN AN AMOUNT UP TO \$2,000,000 AND PROVIDE A MATCH OF UP TO \$1,000,000 FOR ORLP GRANT FUNDS FOR CATAWBA RIVER ENVIRONMENTAL EDUCATION CENTER: OUTDOOR SCIENCE, HERITAGE AND RECREATION GATEWAY PROJECT.

WHEREAS, the National Park Service administers the Outdoor Recreation Legacy Partnership (ORLP) Grant Program under the Land and Water Conservation Fund Act to provide matching reimbursable grants to eligible urban communities for park development and land acquisition; and

WHEREAS, the City of Hickory qualifies as an eligible urban area with a population exceeding 25,000 residents according to the U.S. Census Bureau; and

WHEREAS, the Catawba River Environmental Education Center: Outdoor Science, Heritage and Recreation Gateway Project, known as the “CREEC” project, will significantly enhance outdoor recreation opportunities in our community, including the following amenities:

A paved walking path, boat dock, kayak launch, natural and gravel trails, outdoor classroom, amphitheater, wetland boardwalk, overlook, educational signage, drop-off pavilion, site furnishings, restoration areas and overlook located at City-owned Parcel IDs 2783788894, 2783785060, and 2783886713. The City will pursue additional master planned amenities in future phases as appropriate; and

WHEREAS, the ORLP program requires a minimum 50 percent non-federal match, and the City of Hickory has identified the matching funds in the amount of up to \$1,000,000 to meet this requirement; and

WHEREAS, a core condition of receiving ORLP funding is that the assisted park site must be maintained and accessible exclusively for public outdoor recreation use in perpetuity;

NOW, THEREFORE BE IT RESOLVED, that the City of Hickory is hereby authorized to submit a grant application in an amount up to \$2,000,000 and will commit up to \$1,000,000 as a match for the project.

D. Approved on First Reading Budget Revision Number 5.

ORDINANCE NO. 26-31  
BUDGET REVISION NUMBER 5

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2027, and for the duration of the Project Ordinance noted herein.

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

| FUNCTIONAL AREA    | INCREASE | DECREASE |
|--------------------|----------|----------|
| General Government | 10,000   | -        |
| Public Safety      | 35,578   | -        |

|                      |         |        |
|----------------------|---------|--------|
| Contingency          |         | 41,050 |
| Transportation       | 72,500  | -      |
| Other Financing Uses | 25,300  | -      |
| TOTAL                | 143,378 | 41,050 |

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

| FUNCTIONAL AREA              | INCREASE | DECREASE |
|------------------------------|----------|----------|
| Sales and Services           | 10,000   | -        |
| Other Financing Sources      | 35,578   | -        |
| Restricted Intergovernmental | 56,750   | -        |
| TOTAL                        | 102,328  | -        |

SECTION 2. To amend the Solid Waste Fund within the FY 2026-27 Budget Ordinance, the expenditures shall be amended as follows:

| FUNCTIONAL AREA          | INCREASE | DECREASE |
|--------------------------|----------|----------|
| Environmental Protection | 5,884    | -        |
| TOTAL                    | 5,884    | -        |

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

| FUNCTIONAL AREA | INCREASE | DECREASE |
|-----------------|----------|----------|
| Miscellaneous   | 5,884    | -        |
| TOTAL           | 5,884    | -        |

SECTION 3. To amend the CREEC Project (#83317) Grant Project Ordinance, the expenditures shall be amended as follows:

| FUNCTIONAL AREA                | INCREASE | DECREASE |
|--------------------------------|----------|----------|
| Water & Sewer Capital Projects | 25,300   | -        |
| TOTAL                          | 25,300   | -        |

To provide funding for the above the CREEC Project (#83317) revenues will be amended as follows:

| FUNCTIONAL AREA         | INCREASE | DECREASE |
|-------------------------|----------|----------|
| Other Financing Sources | 25,300   | -        |
| TOTAL                   | 25,300   | -        |

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

- IX. Items Removed from Consent Agenda – None
- X. Informational Items
- XI. New Business

A. Public Hearings

1. Approved the Voluntary Non-Contiguous Annexation of Property Located at 964 and 970 Airport Rhodhiss Road, and an Unaddressed Parcel to the East, Identified as Burke County PINs 2783785060, 2783788894, and 2783886713, the Catawba River Environmental Education Center (CREEC), Owned by the City of Hickory – Presented by Planning Manager Cal Overby.

Staff requests Council’s consideration of the voluntary non-contiguous annexation of property owned by the City of Hickory, located in Burke County, containing approximately 24.39 acres, located at 964 and 970 Airport Rhodhiss Road and an unaddressed parcel to the east. The City’s intention is to use the properties for the future location of the Catawba River Environmental Education Center (CREEC). Staff determined the petition meets the statutory requirements for voluntary non-contiguous annexation and adequate public services are available. Staff recommends approval of the petition.

Notice of the public hearing was advertised in a newspaper having general circulation in the Hickory area on September 5, 2026.

City Manager Warren Wood advised the public hearing tonight was consideration of the voluntary non-contiguous annexation of property located at 964 and 970 Airport Rhodhiss Road, and an unassigned parcel to the east, and it was for the

Catawba River Environmental Education Center site, also known as CREEC, owned by the City of Hickory. It will be presented by Planning Manager Cal Overby.

Planning Manager Cal Overby gave a PowerPoint presentation. He advised the request was by the City to annex approximately 25 acres of property under City ownership in Burke County. The property was located again at 964 and 970 Airport Rhodhiss Road, as well as a vacant parcel to the left. The property was closest to Ward 5, which would be Alderwoman Dula. It was about a half a mile away there. The property was currently zoned R-3 residential by Burke County. As City Manager Warren Wood said the City was looking at constructing the CREEC Center there. The City would entertain rezoning the property to planned development, which their Planning Commission would consider next week on the 23<sup>rd</sup>. Currently there was a home on part of the property, and the remainder of the property was vacant. He referred to the PowerPoint and displayed a map, he explained it showed the current City jurisdictional areas. He pointed out the properties under consideration, the area located in Burke County's jurisdiction, the area in Hickory's extraterritorial area, and Hickory City limits. He advised they were about half a mile from the airport, which was the closest point of the proper City limits of the City. He referred to the PowerPoint and displayed a current zoning map of the property. Most of the area in Burke County was on residential in one fashion or the other. He pointed out the properties that were zoned R-3 residential, which was the majority of the County zoning in that area. There were some commercial and some other types of higher density for the County. He noted also that Hickory had some heavy commercial and industrial, which the airport was zoned such. He referred to the PowerPoint and displayed an aerial photo of the area. He pointed out that it was mainly vacant and residential properties through there, with the exception of the airport to the east. He advised staff found that the petition met the standards for annexation, and he would entertain any questions Council may have.

Mayor Guess asked for any questions for Mr. Overby?

Alderman Wood asked who owned the buffer between the property that was being considered for annexation and the Catawba River?

Planning Manager Cal Overby commented that the rail line runs through there.

City Manager Warren Wood advised Caldwell County Railroad.

Planning Manager Cal Overby commented that the rail line was basically running along the shore.

City Manager Warren Wood commented interestingly that this property actually has lake access. It was on Drowning Creek and there was a railroad trestle bridge that goes over Drowning Creek, so there would be lake access underneath that.

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

Alderwoman Patton moved, seconded by Alderman Seaver approval of the voluntary non-contiguous annexation of City-owned property located in Burke County.

Mayor Guess commented they were extremely excited about the future possibilities of this Catawba River Environmental Education Center, and they were looking forward to public input and to what was going to happen there at that location. He thought it was going to be something that was going to compare to the population that they were seeing at the Aviation Museum once it was up and running. They look forward to a lot of future discussions about that, and they were looking forward to the grand opening of that. They were not going to put a date or anything on it. They had learned their lesson about doing that. It would probably be next year, he would say, sometime next year. Just keep that in mind.

Mayor Guess advised there was a motion and a second. There was no further discussion. The motion carried unanimously.

ANNEXATION ORDINANCE NO. 524  
VOLUNTARY ANNEXATION ORDINANCE (NON-CONTIGUOUS)  
CITY OF HICKORY

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 15th day of September 2026; 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 30th day of September 2026:

Satellite Annexation  
of the City of Hickory property located at  
970 Airport Rhodhiss Rd. Hickory, N.C. 28601  
964 Airport Rhodhiss Rd. Hickory, N.C. 28601  
and Lot 2 Plat Book 32 at Page 132

Those certain parcels or tracts of land lying and being about 3.70 miles northwest of the center of the City of Hickory. Bounded on the north by Lake Hickory; on the east the lands of Cathy Darlene Winkler as described in Deed Book 1462 at Page 132, Stacy Winkler Morgan as described in Deed Book 1462 at Page 711 and Sia T. Yang and wife Ye X. Yang as described in Deed Book 1666 at Page 869; on the south by the lands of Henry Oliver Landry as described in Deed Book 2745 at Page 159, Michael L. Hart as described in Deed Book 2225 at Page 934 and Deed Book 810 at Page 487; on the east by the lands of Derrick C. Paparone and wife Alice H. Paparone as described in Deed Book 1563 at Page 198 and Deed Book 1698 at Page 467, Gwyn Wesley Wilson as described in Deed Book 2403 at Page 343, C. Rice and Associates, LLC as described in Deed Book 2841 at Page 773, Ronald B. Herman as described in Deed Book 2028 at Page 855, Monroe Levi Keller as described in Deed Book 723 at Page 174, Monroe Levi Keller and James Russell Keller as described in Deed Book 730 at Page 402 and Harvey Phil Houser as described in Deed Book 2116 at Page 967 and more particularly described as follow, to wit.

Beginning at a point in Airport Rhodhiss Rd. and in the north line of the Henry Oliver Landry lands as described in Deed Book 2745 at Page 159, said point being located South 09 degrees 39 minutes 29 seconds West 22.50 feet from a ½" rebar, said rebar having N.C. grid coordinates (NAD 83/2011) of N 738,020.50, E 1,287,966.38 and running thence, with Airport Rhodhiss Rd. and the north line of Landry, North 80 degrees 06 minutes 03 seconds West 65.02 feet to a point; thence, North 80 degrees 08 minutes 51 seconds West 17.73 feet to a point; thence, North 81 degrees 57 minutes 22 seconds West 99.00 feet to a point; thence, leaving Airport Rhodhiss Rd., South 87 degrees 02 minutes 26 seconds West, passing a ½" rebar, the northwest corner of Landry and the northeast corner of the Michael L. Hart lands as described in Deed Book 2225 at Page 934, at 90.43 feet, for a total distance of 92.83 feet to a 1" pipe; thence, with the north line of Hart, South 67 degrees 53 minutes 22 seconds West 99.10 feet to a 1" x 1 ¼" flat iron, the northeast corner of the Michael L. Hart lands as described in Deed Book 810 at Page 487; thence, with the north line of Hart, South 66 degrees 42 minutes 31 seconds West 89.97 feet to ½" rebar; thence, North 29 degrees 50 minutes 55 seconds East, passing a ½" rebar at 73.06 feet, said rebar being located North 83 degrees 33 minutes 38 seconds West 30.87 feet from a right-of-way monument, a total distance of 116.05 feet to a 5/8" rebar, the southeast corner of the Derrick C. Paparone and wife Alice H. Paparone lands as described in Deed Book 1563 at Page 198; thence, with east line of Paparone the following calls: North 00 degrees 02 minutes 08 seconds East 19.38 feet to a point in Airport Rhodhiss Rd.; thence North 05 degrees 45 minutes 44 seconds East 38.04 feet to a 1" pipe, said pipe being located South 89 degrees 20 minutes 53 seconds West 60.32 feet from a right-of-way monument; thence N 14 degrees 07 minutes 12 seconds East 57.49 feet to a point; thence North 22 degrees 22 minutes 53 seconds East 26.49 feet to a point; thence North 00 degrees 12 minutes 07 seconds East 72.13 feet to a point; thence North 23 degrees 06 minutes 16 seconds West, passing a 5/8" rebar at 29.29 feet, a total distance of 60.12 feet to a point; thence North 15 degrees 15 minutes 08 seconds East 31.44 feet to a point; thence North 17 degrees 32 minutes 58 seconds West 70.95 feet to a point; thence North 27 degrees 12 minutes 54 seconds West 51.45 feet to a point; thence North 34 degrees 21 minutes 58 seconds West 80.92 feet to a nail at the base of a 1" pipe; thence North 27 degrees 01' 14" West 45.96 feet to a 1" pipe, the southernmost corner of the Gwyn Wesley Wilson lands as described in Deed Book 2403 at Page 343; thence, with the south line of Wilson, North 18 degrees 18 minutes 52 seconds East 80.08 feet to a point in Drowning Creek; thence with the run of Drowning Creek the following calls: with the southeast line of Wilson, North 56 degrees 49 minutes 42 seconds East 50.00 feet to a point; thence North 56 degrees 44 minutes 37 seconds East 256.19 feet to a point in the southeast line of the C. Rice and Associates, LLC lands as described in Deed Book 2841 at Page 773; thence, with the east line of C. Rice and Associates, LLC and the Ronald B. Herman lands as described in Deed Book 2028 at Page 855 and the Monroe Levi Keller lands as described in Deed Book 723 at Page 174, North 18 degrees 59 minutes 04 seconds East 226.00 feet to a point in the east line of Keller; thence with the east line of the Monroe Levi Keller and James Russell Keller lands as described in Deed Book 730 at Page 402 and the Harvey Phil Houser lands as described in Deed Book 2116 at Page 967, North 01 degrees 07 minutes 41 seconds West 357.00 feet to a point; thence North 19 degrees 42 minutes 19 seconds East 87.26 feet to a point at the mouth of Drowning Creek, the northwest corner of Tract 1 of the City of Hickory lands as described in Deed Book 2718 at Page 667; thence, along the bank of Lake Hickory, South 66 degrees 23 minutes 17 seconds East 805.28 feet to a ¾" pipe; thence South 75 degrees 21 minutes 37 seconds East 377.29 feet to a point in Lake Hickory; thence North 78 degrees 32 minutes 23 seconds East 90.98 feet to a point in Lake Hickory, the northeast corner of Tract 2 of the City of Hickory lands and the northwest corner of the Cathy Darlene Winkler as described in Deed Book 1462 at Page 132; thence, with the west line of Winkler, South 12 degrees 00 minutes 51 seconds West 600.41 feet to a point in the Duke Energy right-of-way, in the north line of the Stacy Winkler Morgan lands as described in Deed Book 1462 at Page 711; thence, with the Duke Energy right-of-way and the north line of Morgan, North 61 degrees 09 minutes 26 seconds West 294.73 feet to a ¾" pipe in the Duke Energy right-of-way and the easternmost corner of the Sia T. Yang and wife Ye X. Yang lands as described in Deed Book 1666 at Page 869; thence, with the northeast line of Yang, North 07 degrees 43 minutes 54 seconds West 41.61 feet to a 1/2" rebar, the northeast corner of Yang in the north line of the Duke Energy right-of-way; thence, with the north line of Yang and Duke Energy, North 61 degrees 17 minutes 29 seconds West 171.43 feet to a nail at a ½" rebar, the southeast corner of Tract 2 of the City of Hickory lands as described in Deed Book 2718 at Page 667; thence, continuing with the north line of Yang and Duke Energy, North 61 degrees 11 minutes 43 seconds West 313.67 feet to a nail at a ½" rebar, the northwest corner of Yang in the north line of the Duke Energy right-of-way; thence, with the west line of Yang, South 09 degrees 39 minutes 29 seconds West 884.63 feet to a ½" rebar; thence, continuing with the west line of

Yang, South 09 degrees 39 minutes 29 seconds West 22.50 feet to the point of beginning. Containing 24.39 acres more or less.

This description was drawn from a map by James E. Carswell, P.L.S. L-4494, titled “Satellite Annexation of the City of Hickory property located at 970 Airport Rhodhiss Rd. Hickory, N.C. 28601, 964 Airport Rhodhiss Rd. Hickory, N.C. 28601 and Lot 2 Plat Book 32 at Page 132” dated August 14, 2026.

Section 2. Upon and after the 30th day of September 2026, 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. 5 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 Burke 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

|                                                                                                                                                                                                                                 |  |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|
| <u>CITIZENS ADVISORY COMMITTEE</u><br>(Terms Expiring 6-30; 3-Year Terms) Appointed by City Council<br>Small Cities Project Area (Council Appoints)                                                                             |  | VACANT |
| <u>COMMUNITY APPEARANCE COMMISSION</u><br>(Terms Expiring 6-30; 3-Year Terms) Appointed by City Council<br>Ward 2 (Williams Appoints)                                                                                           |  | VACANT |
| <u>COMMUNITY RELATIONS COUNCIL</u><br>(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)                                                                                                                           |  |        |
| Caucasian (Council Appoints)                                                                                                                                                                                                    |  | VACANT |
| Caucasian (Council Appoints)                                                                                                                                                                                                    |  | VACANT |
| Caucasian (Council Appoints)                                                                                                                                                                                                    |  | VACANT |
| Other Minority (Council Appoints)                                                                                                                                                                                               |  | VACANT |
| <u>HICKORY REGIONAL PLANNING COMMISSION</u><br>(Term Expiring 6-30; 3-Year Terms with Unlimited Appointments) (Appointed by City Council)<br>Burke County Representative (Mayor Appoints with Recommendation from Burke County) |  | VACANT |
| <u>LIBRARY ADVISORY BOARD</u><br>(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)                                                                                                                                |  |        |
| Ward 4 (Freeman Appoints)                                                                                                                                                                                                       |  | VACANT |
| Ward 5 (Dula Appoints)                                                                                                                                                                                                          |  | VACANT |
| At-Large (1) (Mayor Appoints)                                                                                                                                                                                                   |  | VACANT |
| At-Large (2) (Mayor Appoints)                                                                                                                                                                                                   |  | VACANT |
| Alderwoman Dula Nominated Tammy Hefner as Ward 5 Representative on the Library Advisory Board.                                                                                                                                  |  |        |
| <u>PUBLIC ART COMMISSION</u><br>(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)<br>Ward 3 (Seaver Appoints)                                                                                                     |  | VACANT |
| <u>RECYCLING ADVISORY BOARD</u><br>(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)                                                                                                                              |  |        |
| Ward 4 (Freeman Appoints)                                                                                                                                                                                                       |  | VACANT |
| Ward 6 (Patton Appoints)                                                                                                                                                                                                        |  | VACANT |
| At-Large (Council Appoints)                                                                                                                                                                                                     |  | VACANT |
| At-Large (Council Appoints)                                                                                                                                                                                                     |  | VACANT |
| <u>UNIVERSITY CITY COMMISSION</u><br>(Terms Expiring 6-30; 2-Year Terms) (Appointed by City Council)<br>At-Large Not Including ETJ (Council Appoints)                                                                           |  | VACANT |

Alderwoman Williams Nominated Karen Montgomery as an At-Large Representative on the University City Commission.

|                                                                 |        |
|-----------------------------------------------------------------|--------|
| <u>YOUTH COUNCIL</u>                                            |        |
| (Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council) |        |
| Homeschool                                                      | VACANT |
| St. Stephens High School                                        | VACANT |

Alderwoman Williams moved seconded by Mayor Guess 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 Freeman knew Todder had been working on what was called Ballfield Music Bingo, which would take place on Saturday, from 12:00 p.m. to 4:00 p.m. It would be on the Samuel Williams Davis Senior Multipurpose Field. There would be raffles, prizes, giveaways, cornhole, dominoes, uno, traditional card games, and variety board games that would be taking place. That was called Ballfield Music Bingo.

City Manager Warren Wood referred to Ms. Inglefield’s discussion regarding the Flock portal that Long View was working on. He advised that the City’s would be up by the end of this week as well. They were having that put in place.

XIV. There being no further business, the meeting adjourned at 6:33 p.m.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**PREPARED BY: City of Hickory  
P.O. Box 398  
Hickory, NC 28603**

**STATE OF NORTH CAROLINA – CATAWBA COUNTY: CEMETERY DEED**

**THIS DEED**, made this the \_\_\_\_ day of **October 2026**, by the **CITY OF HICKORY**, a municipal corporation under the laws of the State of North Carolina, acting by and through its Mayor and City Manager, hereinafter referred to as Grantor, and **Carolyn Thompson** of Catawba County, in said State, hereinafter referred to a Grantee(s);

**WITNESSETH**

**THAT** the Grantor, in consideration of the sum of Two Thousand Thirty-Two Dollars **(\$2,032.00) DOLLARS**, to it paid by the Grantee(s), receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the Grantee(s), and her heirs, that certain lot of land containing **Eighty (80)** square feet, situate in **Southside Cemetery** in said City, and designated on the plot of said Cemetery as **Lot No. A , Section 3, Spaces 23 and 24.**

**TO HAVE AND TO HOLD** said cemetery lot to said Grantee(s), his/her heirs and assigns forever, for burial of bodies of persons and for no other purpose.

This Deed is executed, delivered and accepted upon the condition that the Grantee(s) and her heirs and assigns shall faithfully comply with and carry out all of the terms of Chapter 7 of the Hickory City Code and to any Ordinance of the Hickory City Council amending, revising and/or replacing, in whole or in part Chapter 7 of the Hickory City Code regarding the operation of municipally owned cemeteries and establishing an effective date for the same.

In the event of the actual or attempted use of said lot by the Grantee(s) or her heirs and assigns for any purposes other than designated herein or in any manner in violation of said set out Section of said Chapter 7, this conveyance shall become inoperative and the Grantor shall have his right to immediately resume possession and control of said lot; further, said lot shall not be transferred without the consent in writing of the Grantor, which said consent shall not be unreasonably withheld.

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

**IN WITNESS WHEREOF**, the said City of Hickory has caused its official name to be signed, and its common seal affixed hereto, by its Mayor and attested by its City Manager on the day above written.

ATTEST:

CITY OF HICKORY

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Mayor

SEAL

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

I, a Notary Public of the county and state aforesaid, certify that **Warren Wood** personally came before me this day and acknowledged that he is the City Manager of the **CITY OF HICKORY**, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Hickory, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by him as its City Manager.

**WITNESS** my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## COUNCIL AGENDA MEMOS

Exhibit VIII.B.

**To:** City Manager's Office  
**From:** Stephen Craig, Fire Marshal  
**Contact Person:** Stephen Craig  
**Date:** September 23, 2026  
**Re:** Public Fireworks Display

### REQUEST

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

### BACKGROUND

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

Saturday, October 17, 2026

**The following would be a rain date:**

No Rain Date

### 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.

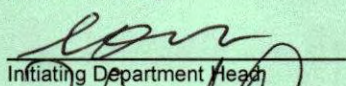
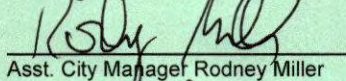
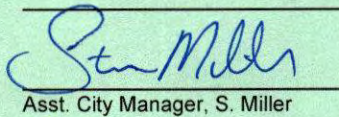
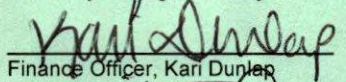
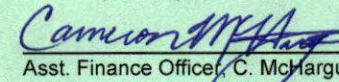
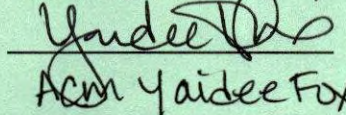
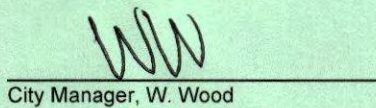
**BUDGET ANALYSIS:****Budgetary Action**

Is a Budget Amendment required?

Yes

☐

No

☒**LIST THE EXPENDITURE CODE:****Reviewed by:**  
Initiating Department Head9-23-26  
Date  
Asst. City Manager Rodney Miller9/28/26  
Date  
Asst. City Manager, S. Miller9-28-26  
Date  
Finance Officer, Kari Dunlap9/30/26  
Date  
Asst. Finance Officer, C. McHargue9-29-26  
Date  
ACM Yaidee Fox9/29/26  
DateRecommended for approval and placement on \_\_\_\_\_ Council agenda (as  
Consent, Public Hearing, Informational, Department Report, etc).  
City Manager, W. Wood9-30-26  
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 October 17<sup>th</sup>, 2026 at 9:00pm, with no scheduled rain date.

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:** Stephen Craig, Fire Marshal  
**Contact Person:** Stephen Craig  
**Date:** September 23, 2026  
**Re:** Public Fireworks Display

**REQUEST**

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

**BACKGROUND**

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

Saturday, October 24, 2026

**The following would be a rain date:**

Sunday, October 25, 2026

**ANALYSIS**

The North Carolina Fire Code requires an operational permit for the use and handling of pyrotechnic special effects material. The Hickory Fire Department Fire & Life Safety Division shall review all required documentation for the event, including Alcohol Tobacco and Firearm's (ATF) License, Operator and Assistant Operators Permits from North Carolina Office of State Fire Marshal (NCOSFM), Site Plan, and the one million dollar liability insurance policy. The Fire & Life Safety Division will also inspect the pyrotechnics display area before the event to ensure compliance with NCOSFM Guidelines, National Fire Protection Association (NFPA) NFPA 1123 Code for Fireworks Display, and NFPA 1126 Use of Pyrotechnics Before a Proximate Audience (if applicable).

**RECOMMENDATION**

Staff recommends approval of the above pyrotechnics displays.

**BUDGET ANALYSIS:****Budgetary Action**

Is a Budget Amendment required?

Yes

☐

No

☒**LIST THE EXPENDITURE CODE:****Reviewed by:**

[Signature]  
Initiating Department Head

9-23-26

Date

[Signature]  
Asst. City Manager Rodney Miller

9/28/26

Date

[Signature]  
Finance Officer, Kari Dunlap

9/30/26

Date

[Signature]  
ACM Yaidee Fox

9/29/26

Date

[Signature]  
Asst. City Manager, S. Miller

9-26-28

Date

[Signature]  
Asst. Finance Officer, C. McHargue

9-29-26

Date

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

[Signature]  
City Manager, W. Wood

9.30.26  
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 October 24<sup>th</sup> 2026 at 7:30pm with a rain date of October 25<sup>th</sup> 2026 at 7:30pm

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: John Marshall, Transportation Planning Manager****Contact Person: John Marshall, Transportation Planning Manager****Date: October 6, 2026****Re: Aviation Museum Connector – BL-0115 Amendment #2****REQUEST**

Staff requests Council approval and acceptance of Amendment #2 to the Agreement for Professional Services with TGS (Thomas, Gordon and Shook) Consulting Engineers for construction phase services including design modifications and consulting services as directed by the City of Hickory during the construction phase of BL-0115 in the amount of \$34,885.21, contingent upon NCDOT concurrence.

**BACKGROUND**

BL-0115 - The City applied for and received Surface Transportation Block Grant (STBG) funding approval, for \$2,400,000 with 20% match of \$600,000, from the Greater Hickory MPO and North Carolina Department of Transportation (NCDOT) for the Aviation Museum Connector Multi-Use Trail. The multi-use trail will connect the Aviation Museum to the Aviation Walk Connector (BL-0067) and the rest of the Hickory Trail System.

**ANALYSIS**

Construction phase services are needed for the Aviation Museum Connector Multi-Use Trail including construction revisions, RFI responses and utility coordination and consulting services during the construction phase of this project. Amendment #2 for the Aviation Museum Connector Multi-Use Trail will be an extension to TGS's existing contract, adding construction phase services including design modifications and consulting services.

**RECOMMENDATION**

Staff recommends Council approval and acceptance of Amendment #2 to the Agreement for Professional Services with TGS (Thomas, Gordon and Shook) Consulting Engineers for construction phase services including design modifications and consulting services as directed by the City of Hickory during the construction phase of BL-0115 in the amount of \$34,885.21 (\$27,884.17 - federal / \$6,977.04 - local), contingent upon NCDOT concurrence.

**BUDGET ANALYSIS:****Budgetary Action**

Is a Budget Amendment required?

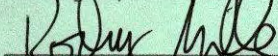
Yes



No

**LIST THE EXPENDITURE CODE:****BL-0115 – Aviation Museum Connector****Project Code – 700015****CONST Expenditure Code – 061-7511-579902****Reviewed by:**John Marshall

Initiating Department Head



Asst. City Manager Rodney Miller



Finance Officer, Kari Dunlap



Asst. City Manager Yaidee Fox

09/24/2026

Date

9/28/26

Date

9/30/26

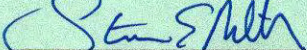
Date

9/29/26

Date

City Attorney, Timothy Swanson

Date



Asst. City Manager, Steve Miller

Date

9-28-26Deputy Finance Officer,  
Cameron McHargue

Date

9-29-26**Recommended for approval and placement on October 6, 2026, Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).**WW  
City Manager, W. Wood9.30.26

Date

## AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CITY OF HICKORY AND TGS ENGINEERS

This is Amendment number 2 dated September 3<sup>rd</sup>, 2026, to the agreement between City of Hickory ("Client") and TGS Engineers ("Consultant") dated July 2<sup>nd</sup>, 2024 ("the Agreement") concerning BL-0115.

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 the 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:

- **Construction Phase Services**
  - Consultant will provide Design modifications and Consulting Services as directed by the City of Hickory during the construction phase of this Project. Said Design and Consulting requests shall be made in writing by the City.

**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:

**Construction Phase Services** – Cost Plus with a maximum fee of Forty-Nine Thousand Eight Hundred Ninety-Seven Dollars and Fifty-Four Cents (\$34,885.21).

**Total Amendment Fees** not to exceed Forty-Nine Thousand Eight Hundred Ninety-Seven Dollars and Fifty-Four Cents (\$34,885.21).

CLIENT:

CITY OF HICKORY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

TGS Engineers

By: Jimmy L. Terry

Title: Project Manager

Date: September 3<sup>rd</sup>, 2026

Exhibit VIII.C.  
**Change Order**

**No. 2**

Date of Issuance: September 3, 2026 Effective Date: \_\_\_\_\_

|                           |                        |                                |
|---------------------------|------------------------|--------------------------------|
| Project : BL-0115         | Owner: City of Hickory | Owner's Contract No.:          |
| Contract: BL-0115         |                        | Date of Contract: July 2, 2024 |
| Contractor: TGS Engineers |                        | Engineer's Project No.:        |

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

Description:

Construction Phase Services Directed by the City of Hickory

Refer to Amendment 02 for additional Information including Design Modifications and Consulting Services

Attachments (list documents supporting change):

Contract Amendment 02

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
\$198,825.25

Current Contract Price:  
\$206,325.25

Contract Contingency:  
\$ \_\_\_\_\_

Current Available Contingency:  
\$ \_\_\_\_\_

Amount of this Change Order:  
\$34,885.21

Change Order to be Funded Through:  
☐ Contingency ☒ Contract Price

Contingency Incorporating this Change Order:  
\$ \_\_\_\_\_

Contract Price Incorporating this Change Order:  
\$241,210.46

**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: September 3, 2026

Approved by Funding Agency

(if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office  
**From:** Will Hamblin, Public Utilities Director  
**Contact Person:** Will Hamblin, Public Utilities Director  
**Date:** October 6, 2026  
**Re:** NW Sewer Extension – Resolution of Tentative Award

**REQUEST**

Staff requests Council adoption of a Resolution of Tentative Award to State Utility Contractors Inc. for the NW Sewer Extension Project in the amount of \$3,591,146.00.

**BACKGROUND**

The Public Utilities Department identifies areas within the City of Hickory Utilities System annually for condition assessment and evaluation. This practice has been established so that Staff for the Public Utilities Department may determine necessary repairs and improvements in manageable portions.

The area around the Airport has been identified for potential economic development. To serve this area with sanitary sewer, a new gravity sewer line and sewer pump station would be necessary.

**ANALYSIS**

The project was advertised on August 4, 2026, and six (6) bids were received on September 15, 2026:

|                                                 |                |
|-------------------------------------------------|----------------|
| 1. State Utility Contractors, Inc.              | \$3,591,146.00 |
| 2. T.P. Howard's Plumbing Co. Inc.              | \$3,980,000.00 |
| 3. Neill Grading and Construction Company, Inc. | \$3,993,185.00 |
| 4. ELITE Infrastructure Group LLC               | \$3,998,830.00 |
| 5. Morgan Contracting, Inc.                     | \$4,155,500.00 |
| 6. Piedmont Utility Group                       | \$4,170,595.35 |

Award is contingent on NCDEQ issuing an "Authorization to Award".

**RECOMMENDATION**

Staff recommends Council adoption of a Resolution of Tentative Award to State Utility Contractors Inc. for the NW Sewer Extension Project in the amount of \$3,591,146.00.

**BUDGET ANALYSIS:****Budgetary Action**

Is a Budget Amendment required?

Yes

☐

No

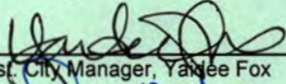
☒**LIST THE EXPENDITURE CODE:**

**Project# 83308 Construction**  
**0658033-581702**

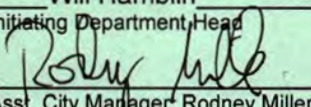
**Reviewed by:**

Will Hamblin  
 Initiating Department Head

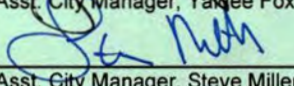
9/24/2026  
 Date

  
 Asst. City Manager, Yandee Fox

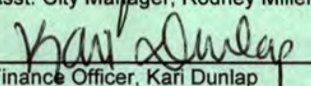
9/29/26  
 Date

  
 Asst. City Manager, Rodney Miller

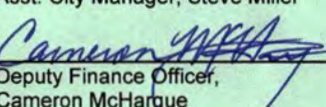
9/28/26  
 Date

  
 Asst. City Manager, Steve Miller

9-29-26  
 Date

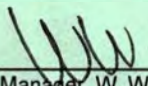
  
 Finance Officer, Kari Dunlap

9/30/26  
 Date

  
 Deputy Finance Officer,  
 Cameron McHargue

9-29-26  
 Date

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

  
 City Manager, W. Wood  
9.30.26  
 Date

## RESOLUTION OF TENTATIVE AWARD

**WHEREAS**, the **City of Hickory**, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the **NW Sewer Extension**, and

**WHEREAS**, **Freese and Nichols, Inc.** Consulting Engineers have reviewed the bids; and

**WHEREAS**, **State Utility Contractors Inc.** was the lowest bidder for the **NW Sewer Extension**, in the total bid amount of **\$3,591,146.00**, and

**WHEREAS**, the consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder.

**NOW, THEREFORE, BE IT RESOLVED** that **TENTATIVE AWARD** is made to the lowest bidder in the Total Bid Amount of **\$3,591,146.00**.

| Name of Contractor                              | Amount         |
|-------------------------------------------------|----------------|
| 1. State Utility Contractors, Inc.              | \$3,591,146.00 |
| 2. T.P. Howard's Plumbing Co. Inc.              | \$3,980,000.00 |
| 3. Neill Grading and Construction Company, Inc. | \$3,993,185.00 |
| 4. ELITE Infrastructure Group LLC               | \$3,998,830.00 |
| 5. Morgan Contracting, Inc.                     | \$4,155,500.00 |
| 6. Piedmont Utility Group                       | \$4,170,595.35 |

**BE IT FURTHER RESOLVED** that such **TENTATIVE AWARD** be contingent upon the approval of the North Carolina Department of Environmental Quality.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the above **RESOLUTION** was unanimously adopted.

This \_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
(Hank Guess, Mayor)

(Seal)

**Attest:**

\_\_\_\_\_  
(Debbie Miller, Clerk)

## COUNCIL AGENDA MEMOS

**To:** City Manager's Office

**From:** Caroline Kone, Assistant Public Works Director

**Contact Person:** Sam Abernethy, PE, Civil Engineer

**Date:** 10/06/2026

**Re:** Sandy Pines Park "Initial Phase"

**REQUEST**

Staff requests Council acceptance and approval of the contract between the City of Hickory and Eagle-Wood, Inc. which outlines the Sandy Pines Park "Initial Phase".

**BACKGROUND**

City of Hickory staff have been making efforts to develop a collection of parcels into a new park for the past 40 years. These undeveloped lots were purchased in 1985 and a master plan was drafted by a consulting firm, Benesch, in 2017 including site evaluation and community engagement. A NC Parks and Rec. Trust Fund Grant (Part F) was applied for in 2024 and \$500,000 was awarded by the NC Department of Natural & Cultural Resources. This is to include a parking lot, sidewalks / trails, an accessible restroom, play structures / cornhole, and associated site development. City Staff reviewed two (2) statements of qualifications by design firms and selected Benesch for a contracted amount of \$108,575 in June of 2025. Benesch has since surveyed the lot, drafted plans for these improvements, and gone through the necessary permitting.

**ANALYSIS**

After receiving four (4) valid bids, the lowest responsive bidder was determined to be Eagle-Wood, Inc. The total price for this work was determined to be \$1,226,702.00.

**RECOMMENDATION**

Staff recommends Council acceptance and approval of contract between the City of Hickory and Eagle-Wood, Inc. which outlines Sandy Pines Park "Initial Phase".

**BUDGET ANALYSIS:****Budgetary Action**

Is a Budget Amendment required?

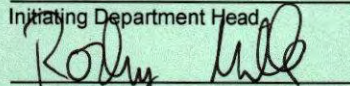
Yes

☐

No

☒**LIST THE EXPENDITURE CODE:****Reviewed by:**

Initiating Department Head

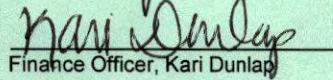


Asst. City Manager Rodney Miller

Date

9/28/26

Date

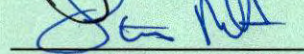


Finance Officer, Kari Dunlap

9/29/26

Date

Asst. City Manager Yaidee Fox

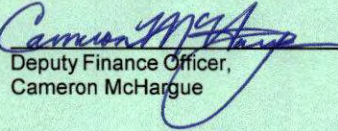


Asst. City Manager Steve Miller

Date

9/29/26

Date

Deputy Finance Officer,  
Cameron McHargue

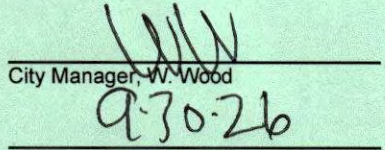
9-29-26

Date

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

City Manager, W. Wood

Date



Date



Life. Well Crafted.

**PROJECT MANUAL**  
**FOR**  
**SANDY PINES PARK “INITIAL PHASE”**

**PROJECT NUMBER: 27-005**  
**CITY OF HICKORY, NORTH CAROLINA**

**ADVERTISEMENT DATE: AUGUST 26, 2026**

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CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”  
Project Number: 27-005

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(rev. 11.05.2025)

## **I. INVITATION TO BID**

## CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

**A. INVITATION TO BID**

The City of Hickory (the “Owner” or “City”) hereby invites sealed bids for the following Project:

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT NAME:          | Sandy Pines Park “Initial Phase”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| PROJECT NUMBER:        | 27-005                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| PRE-BID MEETING:       | September 9, 2026, 9:30 AM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| BID QUESTION DEADLINE: | September 16, 2026, by 4:00 PM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| BID DUE DATE AND TIME: | September 23, 2026, by 2:00 PM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| BID LOCATION:          | City of Hickory Engineering Department<br>76 N. Center Street, Hickory, NC 28602                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| BID OPENING:           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| SCOPE OF WORK:         | This Project consists of the following: Construction and/or installation including project management, coordination, scheduling, staking & technical layout, site clearing & grubbing, selective demolition, erosion control, earthwork (mass grading and fine grading), storm drainage, water and sanitary sewer services, site electrical, concrete pavement, asphalt pavement, sidewalks, curb work, prefabricated restroom building, playground area preparation, cornhole, landscaping and ancillary work illustrated in the contract documents. |

CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

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## **II. INSTRUCTIONS TO BIDDERS**

## **A. INSTRUCTIONS TO BIDDERS**

### **1.0 DEFINITIONS**

- 1.1 **Addendum or Addenda.** Written or graphic instruments issued by the Owner prior to the submission of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections or other type of modifications. Bidders, upon receiving Addenda, shall insert same into the Bid Documents.
- 1.2 **Additive or Deductive Bid Item (Alternate Bid).** An amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the Owner.
- 1.3 **Alternate.** An amount stated in a Bid for a specific material, product or good that can be added or deducted from the Base Bid by the Owner if the defined changes are made to the Plans or Specifications.
- 1.4 **Authorized Representative.** The firm or individual nominated by the Owner to act on behalf of the Owner, e.g., Engineer and/or Architect of Record, City Project Manager or others as designated by Owner.
- 1.5 **Award.** The Owner’s acceptance of the successful Bidder’s proposal, upon authorization of the Hickory City Council.
- 1.6 **Base Bid.** The sum stated in the Bid for which the Bidder offers to perform the work is described in the Bidding Documents as the base, to which work may be added or from which work may be deducted for sums stated in Additive or Deductive Bid Items.
- 1.7 **Bid.** A complete and properly signed offer to do the Work or designated portion thereof for the sums stipulated therein submitted in accordance with the Bidding Documents.
- 1.8 **Bid Documents.** All documents and forms are contained in this Project Manual.
- 1.9 **Bid Security.** The security furnished with a Bid to guarantee that the Bidder will enter into the Contract if its Bid is accepted by the Owner. Bid Security shall only be required on construct or repair work requiring an estimated expenditure of public money in an amount equal to or more than \$500,000 or purchase of apparatus, supplies, materials, or equipment requiring an estimated expenditure of public money in an amount equal to or more than \$90,000.
- 1.10 **Bidder.** Any individual, partnership, firm, corporation or other business entity acting directly through a duly authorized representative, who submits a bid for the Work contemplated.
- 1.11 **Calendar Day.** Every day shown on the calendar. Any reference to the word “day” or “days” shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- 1.12 **Change Order.** A written order to the Contractor covering changes in the Plans, Specifications, Contract Item quantities, or Work and establishing the basis of payment and Contract Time adjustment, if any, for the Work affected by such changes.
- 1.13 **Claim.** A demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term “Claim” also includes

## CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract.

- 1.14 **Contract Documents or Contract.** The executed agreement between the Owner and the successful bidder, covering the performance of and compensation for the Work. The term Contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein. The Contract shall include, but not be limited to the Invitation to Bid, Instructions to Bidders, Bid Form and Supplements, Contract Requirements and Forms, required certificates and affidavits, bonds, addenda, technical specifications and plans. The Contract shall constitute one instrument.
- 1.15 **Contract Item or Pay Item.** A specific unit of Work for which a price is provided in the Contract.
- 1.16 **Contract Time.** The number of calendar days or working days, stated in the proposal, allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the Contract shall be completed by that date.
- 1.17 **Contractor.** The successful Bidder with whom the City of Hickory contracts for the Work.
- 1.18 **Date of Final Completion (may also be referred to as Final Acceptance).** The date of completion of all Work required by, and in strict compliance with, the Contract, including start up, testing, obtaining regulatory approvals from all applicable authorities, and all preparations necessary to operate and maintain the Project
- 1.19 **Engineer.** The individual, partnership, firm or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative.
- 1.20 **Inspector or Project Inspector.** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- 1.21 **Invitation to Bid (ITB).** A public announcement, as required by local law, inviting Bids for Work.
- 1.22 **Notice To Proceed (NTP).** A written notice to the Contractor to begin the Work on a specified date.
- 1.23 **Owner.** The City of Hickory. For the purpose of this Project Manual, the Owner may also be referred to as the City.
- 1.24 **Payment Bond.** The approved form of security furnished by the Contractor and its surety as a guaranty that it will pay in full all bills and accounts for materials and labor used in the construction of the Work.
- 1.25 **Performance Bond.** The approved form of security furnished by the Contractor and his surety as a guarantee that the Contractor will complete the Work in accordance with the terms of the Contract.
- 1.26 **Plans.** The official drawings or exact reproductions, approved by the Owner, which show the location, character, dimensions and details of the Work to be done and which are to be considered as part of the Contract.

## CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

1.27 **Project.** Sandy Pines Park “Initial Phase”, Project Number 27-005.

1.28 **Specifications.** The written directions and requirements for completing the Work. Standards for specifying materials or testing which are cited in the specifications by reference shall have the same force and effect as if included in the Contract physically.

1.29 **Substantial Completion.** The stage of completion of the Project, including testing, approval by any applicable regulatory authority, and receipt of all the certificates of occupancy and other permits, approvals, licenses, and other documents from all governmental authorities that are necessary for the beneficial occupancy and use of the portion to be occupied or utilized such that the Work and the Project are functionally and legally usable by the Owner for the purpose for which they are intended.

1.30 **Surety.** The corporation, partnership, or individual, other than the Contractor, executing a Bid Payment, Performance or Guaranty Bonds that are furnished to the Owner by the Contractor.

1.31 **Work.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary to the Contractor’s performance of all duties and obligations imposed by the Contract.

## 2.0 CONTRACT TIME

The date of commencement of the Work shall be fixed by issuance of a written Notice to Proceed from the Owner to the Contractor. The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the Work not later than 180 calendar days from the date of commencement. Contractor shall then achieve Final Completion and Acceptance of the Work, including all required final submittals, not later than 210 calendar days from the date of Substantial Completion. Contractor shall notify the Owner in writing at least 48 hours in advance of the time actual construction operations will begin.

## 3.0 LIQUIDATED DAMAGES

The Contract Time referred to above includes phases of construction as described below. By submitting a bid, the Contractor acknowledges and agrees that the Owner is authorized to deduct and retain out of the monies due to the Contractor and/or the Contractor is liable to the Owner for liquidated damages for the Project as set out below for each and every day or any portion thereof the time employed upon said work or delivery may exceed the time stipulated for such performance and completion. The term “day”, when used in connection with liquidated damages, shall in all instances include any portion of a day that the work is not timely completed. The sum per calendar day is fixed in view of the difficulty of estimating such damages that the Owner will suffer by reason of such default. The liquidated damages amount will not be capped, and the assessment of liquidated damages does not preclude the award of other damages that may be authorized under other applicable provisions of the Contract for reasons other than delayed performance. Failure to achieve Substantial Completion within the Contract Time: \$500 per calendar day.

## 4.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

Addenda, Change Orders and Supplementary Agreements will take precedence over other Contract Documents. Detailed provisions shall have precedence over general provisions. Bidders shall take no advantage of any apparent error or omission in the Bid Documents or Contract

Documents. In the event a Bidder discovers an error or omission, the Bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents.

## **5.0 BIDDER REPRESENTATIONS**

### **5.1 Each Bidder by making its Bid represents that it:**

- A. Has examined the site of the proposed Work and the Bidding Documents; and
- B. Is satisfied as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed Contract; and
- C. Acknowledges that submission of a Bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered and has adequate time to perform the Work in accordance with the requirements of the Contract Documents.
- D. Warrants and certifies that as of the date of this Bid, Bidder is not identified on the Final Divestment Lists created by the North Carolina State Treasurer pursuant to N.C.G.S. 147 Articles 6e or 6g. The person signing this Bid certifies that he or she is authorized by the Bidder to make the foregoing certification. Bidder further agrees that it will not take any action during the term of this contract that would provide a basis for it to be placed upon the Final Divestment Lists nor will it utilize on this Contract any subcontractor that is identified on the Final Divestment Lists.

### **5.2 Bidders for this Work shall be qualified and licensed for this particular Work by the State of North Carolina prior to time of Bid Opening. North Carolina License type, number and dollar limit must be indicated where requested for the Bidder.**

### **5.3 Bidders shall have previous acceptable experience, of current personnel, in the construction of at least two (2) projects in the last ten (10) years that demonstrate the ability to accomplish the Work required by this Contract. If the Bidder is a recently formed entity, then the previous experience of the component entities will be considered. The Owner shall be the sole judge of acceptable previous experience. The Bidder shall have regularly and principally engaged in work of the quality and scope indicated by the Contract Documents, utilizing administrators and supervisors regularly employed by the Bidder for managing the Work, and utilizing workers regularly employed by the Bidder for construction not performed by subcontractors.**

### **5.4 In the event that a Bidder is discovered to be ineligible after a Contract is awarded, and the Project requires Bid Security, the ineligible bidder shall indemnify the Owner against any losses suffered by the Owner because of the Bidder's ineligibility. The Owner reserves the right to take any steps it believes appropriate to lessen its actual or potential loss, including termination of the Contract or withholding payments sufficient to cover losses.**

### **5.5 Bidder shall abide by the confidentiality requirements set forth in Section 11 of the Instruction to Bidders.**

### **5.6 Bidder shall comply with all federal, state and local laws and regulations relating to the preparation and submission of the Bid including, without limitation, E-Verify, and shall submit to Owner all required certifications, verifications, permits and licenses.**

## 6.0 BID DOCUMENTS

### 6.1 Documents

Bidders may obtain complete sets of the Bid Documents as indicated in the Advertisement in the number desired and for the cost stated therein.

Bidders shall use complete sets of Bid Documents in preparing Bids. The Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

The Owner, by making copies of the Bid Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

### 6.2 Interpretation or Correction of Bidding Documents

Bidders shall take no advantage of any apparent error or omission in the Bid Documents. In the event a Bidder discovers any apparent error or omission, the Bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents through the issuance of an Addendum. Any Addendum or clarification supplementing the Bid Documents, the Plans, and the Specifications, issued prior to the date and time set for the submittal of Bid Proposal shall be made part of the Contract.

Bidders requiring clarification or interpretation of the Bid Documents shall make a written request for clarification and forward the same to the appropriate address below. The Owner will only respond to written questions. Any interpretation, correction or change of the Bid Documents will be made only by an Addendum. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

Written requests for clarification must be submitted electronically to Sam Abernethy, PE at [sabernethy@hickorync.gov](mailto:sabernethy@hickorync.gov). The deadline for submitting written requests for clarification is **September 16, 2026, by 4:00 PM**.

All questions must be submitted no later than the date and time stated above. Any questions received after that time may not be addressed prior to the bid due date.

The point of contact for all submissions and correspondence regarding this ITB is Sam Abernethy who can be contacted at [sabernethy@hickorync.gov](mailto:sabernethy@hickorync.gov).

### 6.3 Standards of Quality and Performance, Brand Names and Equivalent Products

Descriptions of materials, products and equipment used in these specifications are to acquaint bidders with the types of products desired and will be used as a standard by which goods and services offered as equivalent will be evaluated. Where the specifications do not include a performance or design standard it is due to the determination that the information is impossible or impractical to provide. In such instances, the specifications include at least three brand names to illustrate the standard by which products offered as equivalent will be evaluated. Where three brand names could not be identified, the specifications include as many as possible. These

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references are only to denote the quality of product required and do not limit or restrict submission of equivalent products by the bidder. Equivalent products can be submitted for consideration as set forth below.

Materials, products, and equipment specified in Bid and Contract documents are used to set forth and convey to bidders the general style, type, function, dimension, and quality of product desired by the Owner.

Any request by Contractor for material substitution of "an equal" item must be received by the Architect / Engineer or Owner at least ten (10) days prior to receipt of Bids.

Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal to item originally specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest.

The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposed substitution. Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Architect / Engineer of Record or Owner may be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all government agencies having jurisdiction over use of the specific material or method.

Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall bear the expense for any changes in other parts of the Work caused by any substitutions. If Owner rejects Contractor's proposed substitution, Contractor may not make any additional requests for substitution in the same category. If the proposed substitution is approved, such approval will be set forth in an Addendum.

If a substitution is installed without prior knowledge and written approval by the Owner, the Contractor will bear all costs associated with removal and replacement of the same at the Owner's request.

#### 6.3.1 Addenda

Addenda will be available through the Bid Portal. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgment space on the Bid Form.

### 7.0 **BIDDING PROCEDURE**

#### 7.1 Form and Style of Bids

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Bids shall consist of the entire Project Manual including the following forms:

- (1) Itemized Bid Form
- (2) Execution of Bid - Non-collusion Affidavit, Debarment Certification and Gift Ban Certification
- (3) Bid Bond (if required, see Definitions, Section 1.9, Bid Security)

Any bid submitted without these forms may be deemed non-responsive.

The Owner reserves the right to reject any or all bids, waive informalities, and/or accept such bid as appears in its judgement to be in the best interest of the City of Hickory.

Changes or additions to the Bid, recalculations or changes in the work bid upon, alternative proposals, or any other modifications of the Bid Form which are not specifically called for in the Bid Documents may result in the Owner's rejection of the Bid as non-responsive to the Invitation to Bid.

The Bidder must execute all pages of the Bid Form, in their entirety. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Unit prices shall include the cost for materials, equipment, tools, labor, sales tax and all incidentals necessary for proper execution and completion of the Work. As the quantities represented are estimates, quantity adjustments will be made as necessary during the project.

In the event there are unit price Bid Items provided in the Bid Form or its attachments, and the "amount" indicated for a unit price Bid Item does not equal the product of the unit price and quantity, the unit price shall govern, and the amount will be corrected accordingly. In the event there is more than one Bid Item in the Bid Form or its attachments, and the total indicated therein does not agree with the sum of the prices bid for the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where so indicated by the make-up of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

All requested, Additive or Deductive Bid Items shall be bid. If no change in the Base Bid is required, enter "No Change."

No person, firm or corporation shall be allowed to submit (or have an interest in) more than one prime Bid for the same work. For example, a company may not submit one bid for itself and one bid for a joint venture in which it will participate. However, a person, firm or corporation that has submitted a sub-bid to a Bidder is not, however, disqualified from submitting a sub-bid or quoting prices to other Bidders or submitting a prime Bid.

## 7.2 Sales and Use Tax

The Owner is NOT exempt from applicable sales or use taxes assessed by North Carolina or other states. However, the North Carolina Department of Revenue does reimburse the Owner for the North Carolina sales or use taxes the Owner pays for certain construction related goods. Therefore, the Owner utilizes the below procedures for such sales tax. The Contractor agrees to follow the procedures set forth below for all sales or use taxes related to the Work and any other work performed pursuant to this Contract.

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Eligible Taxes are defined as North Carolina sales or use taxes paid by the Contractor for buildings, materials, supplies, fixtures and equipment that become a part of or annexed to any building or structure that is owned or leased by the Owner and is being erected, altered or repaired by the Owner (North Carolina GS 105-164-14(c)).

Non-Eligible Taxes are defined as all other sales or use taxes including those paid to states other than North Carolina, or sales or use taxes paid to North Carolina on purchases or rental of tools, equipment, and disposable supplies, including fuel, used in the Work.

**Non-Eligible Taxes**

Non-Eligible Taxes shall be included in the Bid and will be included in the Contract Price.

The Contract Price as shown on the bid form includes full and complete compensation for the Contractor for any and all Non-Eligible Taxes paid by the Contractor in the prosecution of the Work and any other work performed pursuant to this Contract.

**Eligible Taxes**

Eligible Taxes shall not be included in the Bid and will not be included in the Contract Price. Eligible Taxes will be reimbursed separately pursuant to the procedures below.

Prior to award of the Contract, the Contractor shall provide the Owner with the estimated amount of total Eligible Taxes for the Contract. This estimated amount of total Eligible Taxes will be used solely for the purpose of the Owner’s budget planning for the Project and will not be included in the Contract Price.

The Contract Price as shown on the bid form excludes Eligible Taxes. The Contractor shall invoice the Owner for Eligible Taxes as set forth below and the Owner will reimburse the Contractor for those Eligible Taxes pursuant to the procedures below.

In the event the Contractor fails to materially follow the procedures set forth by this Article, and/or fails to properly document its payment of Eligible Taxes, the Owner will not be liable to the Contractor in any way for the payment of such Eligible Taxes.

In order to receive the reimbursement for Eligible Taxes, the Contractor shall provide a detailed listing of Eligible Taxes on the Sales/Use Tax Statement (“Tax Statement”) provided in the Contract Documents. Tax Statements must be submitted with each payment request and shall include invoices documenting the Eligible Taxes and the underlying purchases made by the Contractor or by the Contractor’s subcontractor.

Tax Statements must indicate whether such Eligible Taxes was paid by the Contractor or by the Contractor’s subcontractor.

If no Eligible Taxes have been paid for the period in which a payment request is being submitted by the Contractor, then the Contractor shall indicate “No Eligible Taxes paid this period” and submit the Tax Statement accordingly.

Tax Statements must be completed and signed by the Contractor/subcontractor’s company officer submitting the statement and certified by a Notary Public.

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Tax Statement must list in detail the Eligible Taxes paid for each individual invoice paid by the Contractor/subcontractor. No lump sum, running total, or copies of previously reported statements will be accepted.

Tax Statements must show separately the portion of Eligible Taxes that are paid to the State of North Carolina and the applicable North Carolina county, identifying the county accordingly.

Tax Statements will be reviewed and approved by the Owner prior to paying the Eligible Taxes reimbursement. Such approval will not be unreasonably withheld.

### 7.3 E-Verify

Bidder is required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Bidder utilizes a subcontractor, Bidder shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

### 7.4 Iran and Companies that Boycott Israel Divestment Acts

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

### 7.5 Bid Security

Each Bid requiring a Bid Security shall be accompanied by a Bid Security in the form of, at Bidder's option, cashier's check, certified check, money order or bid bond (in favor of the Owner) in the amount of 5% of the Base Bid amount pledging that the Bidder will after notice of award, enter into a Contract with the Owner on the terms stated in its Bid and will furnish bonds as described in Contract Documents, covering the faithful performance of the Contract and the payment of all obligations arising thereunder.

The Bid Bond shall be written on standard Surety Bid Bond form by a firm licensed to provide such forms in the State of North Carolina, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power of attorney.

The Owner will have the right to retain the Bid Security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

### 7.6 Submission of Bids

Bidders must submit their Bid to **City of Hickory, Engineering Department, 76 N. Center Street, Hickory, NC 28602.**

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The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration. Bids received after the time and date for receipt of Bids will be returned to Bidder unopened.

No responsibility will be attached to the Owner for premature opening of or failure to open a Bid not properly identified.

#### 7.7 Modification or Withdrawal of Bid

After opening, each Bid is a firm offer by the Bidder to contract which may not be withdrawn for 120 Calendar Days from bid opening.

Prior to bid opening, any Bid submitted may be withdrawn by notice to the Owner. For withdrawal to be effective, the Owner must actually receive the notice prior to bid opening. Such notice shall be in writing over the signature of the Bidder, and it shall be worded so that it does not reveal the amount of the original Bid.

Withdrawn Bids may be modified and resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

### 8.0 **CONSIDERATION OF BIDS**

#### 8.1 Basis of Award

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive abnormalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

#### 8.2 Opening of Bids

The Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids may be made available to Bidders. There will be no post-bid opening meetings.

#### 8.3 Alternates

The Owner shall have the right to request Alternates in addition to the base bid and the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents. Determination of the low Bidder will be made on the basis of the sum of the Base Bid and any Alternates accepted. When an Alternate is a request for a preferred brand, such request is made pursuant to North Carolina General Statute 133-3. The performance standards that support the preferences are set forth below and were communicated during the pre-bid meeting. The Owner has selected each of the preferred brand Alternates set forth on the bid submission form and in the specifications based on the following:

1. The brand requested provides a cost savings the Owner; and
2. The brand requested maintains or improves the system/process affected by the preference.

#### 8.4 Rejection of Bids

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The Owner reserves the right to reject any and or all Bids.

- A. Notwithstanding any of the above, the Owner reserves the right to reject any or all Bids and to waive any informality or technicality. Being the low Bidder does not mean that the Contract is required to be awarded to said Bidder or that the Contract will be awarded at all.
- B. Bids may be considered non-responsive for reasons such as but not limited to the following:
  - 1. If the Bid is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the Bid Form is detached.
  - 2. If there are unauthorized additions, known substitutions, conditional or alternate pay items, or irregularities of any kind which make the Bid incomplete, indefinite, or otherwise ambiguous.
  - 3. If the Bid does not contain a unit price for each pay item listed in the Bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.
  - 4. If the Bid is not accompanied by the Bid Bond specified by the Owner.
  - 5. Failure of authorized person to sign Bid Form.
  - 6. Failure to submit necessary forms per this Instruction to Bidders.
- C. A Bidder may be considered disqualified for any of the reasons such as but not limited to the following:
  - 1. Submitting more than one Bid from the same partnership, firm, or corporation under the same or different name.
  - 2. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

## 9.0 AWARD OF CONTRACT

The Contract will be awarded in accordance with award criteria as soon as possible from bid opening and the successful low bidder will receive a written notice of award. Contract work may not proceed until the properly executed Contract, and all required submittals are delivered to the Owner in acceptable form, and the Owner has executed the Contract. The Contract Time will commence in accordance with a Notice to Proceed issued by the Owner and will not be extended due to delays by the Contractor in delivering required documents.

## 10.0 SUBMITTALS

The successful bidder shall, within ten days after notice of award, furnish to the Owner any submittals required by the Contract Documents or requested by the Owner to be submitted, including the following:

- A. The executed Contract;
- B. A detailed breakdown of any compound unit prices;
- C. Performance and payment bonds;
- D. Upon Owner's request, form copies of subcontractors Contractor will use on this Project;
- E. Baseline Schedule as defined by General Conditions Section 10;
- F. Certificates of Insurance;
- G. A statement of the required experience;

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- H. The names of manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work;
- I. A designation of the Work to be performed with the Bidder’s own forces; and
- J. The names of persons or entities who are to furnish the principal portions of the Work.

**11.0 FINANCIAL****11.1 Audit Rights**

The Owner shall have the right to inspect, examine and make copies of any and all books, accounts, records, and other writings of contractors relating to the performance of the Work under the Contract, including change orders. Such audit rights shall be extended to any duly authorized representatives designated by the Owner. Audits shall take place at times and locations mutually agreed upon by both parties, but not later than one week following the date of a request for an audit.

**11.2 Subcontractor Payments**

Bidders are advised of the subcontractor payment requirements described in North Carolina General Statutes (“NCGS”) 22C-2 “Performance by Subcontractor” and 22C-3 “Time of Payment to Subcontractor.”

NCGS 22C-2 prohibits as a matter of public policy the insertion of “Pay-When-Paid” clauses in subcontractor agreements. A contractor may not condition subcontractor payments on the contractor’s receipt of payments from the owner.

NCGS 22C-3 requires contractors to pay subcontractors for work performed in accordance with contract requirements within seven days of contractor’s receipt of a period or final payment from the owner.

**12.0 CONFIDENTIALITY REQUIREMENTS**

- 12.1 Bidder hereby agrees to comply with all confidentiality requirements set forth in this section in connection with this Project.

**12.2 Confidential Information**

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the Owner or its vendors or licensors or which falls within any of the following general categories:

- A. Trade secrets. For purposes of this Contract, trade secrets consist of information of the Owner or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- B. Information of the Owner or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- C. Information relating to criminal investigations conducted by the Owner, and records of criminal intelligence information compiled by the Owner.

- D. Information contained in the City/County’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered and/or maintained by the Owner about employees, except for that information which is a matter of public record under North Carolina law.
- E. Citizen or employee social security numbers collected by the Owner.
- F. Computer security information of the Owner, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- G. Local tax records of the Owner that contains information about a taxpayer’s income or receipts.
- H. Any attorney / Owner privileged information disclosed by either party.
- I. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- J. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
- K. Building plans of Owner-owned buildings or structures, as well as any detailed security plans.
- L. Billing information of customers compiled and maintained in connection with the Owner providing utility services.
- M. Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 11.2(C) through 11.2(M) above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by these requirements, and agrees that: (a) all requirements set forth herein applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Contractor will also comply with any more restrictive instructions or written policies that may be provided by the Owner from time to time to protect the confidentiality of Highly Restricted Information.

### 12.3 Restrictions

The Contractor shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- A. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- B. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the Owner to any third party or to any individual employed by the Contractor, other to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section and containing all protections set forth herein.
- C. It shall not use any Confidential Information of the Owner for its own benefit or for the benefit of a third party, except to the extent such use is authorized by Owner as set forth herein, or is for the purpose for which such Confidential Information is being disclosed.
- D. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the Owner.

- E. The Contractor shall use its best efforts to enforce the proprietary rights of the Owner and the Owner’s vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by Owner.
- F. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Contractor shall assert these provisions as grounds for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- G. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the Owner or destroyed upon satisfaction of the purpose of the disclosure of such information.

#### 12.4 Exceptions

The parties agree that the Contractor shall have no obligation with respect to any Confidential Information which the Contractor can establish:

- A. Was already known to the Contractor prior to being disclosed by the disclosing party;
- B. Was or becomes publicly known through no wrongful act of the Contractor;
- C. Was rightfully obtained by the Contractor from a third party without similar restriction and without breach hereof;
- D. Was used or disclosed by the Contractor with the prior written authorization of the Owner;
- E. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Contractor shall first give to the Owner notice of such requirement or request;
- F. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Contractor shall use its best efforts to obtain an agreement or protective order providing that, to the greatest extent possible, the confidentiality requirements set forth herein will be applicable to all disclosures under the court order or subpoena.

#### 12.5 Unintentional Disclosure

Notwithstanding anything contained herein to the contrary, in the event that the Contractor is unintentionally exposed to any Confidential Information of the Owner, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

#### 12.6 Remedies

The Contractor acknowledges that the unauthorized disclosure of the Confidential Information of the Owner will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Contractor breaches its obligations hereunder, the Owner shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

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### **III. BID FORMS AND SUPPLEMENTS**

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**A. ITEMIZED BID****BASE BID**

The undersigned Bidder, having carefully examined the Bidding and Contract Documents, and having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, permits and services, including all scheduled Allowances, necessary to complete the Work for the abovenamed project, in accordance with the requirements of the Bidding Documents, for the sum of:

One million two hundred eleven <sup>thousand</sup> <sup>cur</sup> ~~dollars and seven~~ <sup>hundred two dollars.</sup> Dollars (\$ 1,211,702.00 )

**SOIL REMEDIATION ALLOWANCE**

(\$ 15,000.00)

**UNIT PRICES**

| Line Item | Sheet, Detail or Spec No. | Description                                                      | Qty  | Unit | Unit Price | Extended Price |
|-----------|---------------------------|------------------------------------------------------------------|------|------|------------|----------------|
| 1         | A1.0/A3.0/P1/E1           | Restroom Building/Delivery                                       | 1    | LS   | 169,300.00 | 169,300.00     |
| 2         | A1.0/A3.0/P1/E1           | Restroom Building Site Preparation/Final Connection to Utilities | 1    | LS   | 34,200.00  | 34,200.00      |
| 3         | C600/C601                 | Comprehensive Landscaping                                        | 1    | LS   | 15,900.00  | 15,900.00      |
| 4         |                           | Mobilization, incl. Surveying                                    | 1    | LS   | 112,000.00 | 112,000.00     |
| 5         | C100                      | Comprehensive Demolition/Clearing                                | 1    | LS   | 36,800.00  | 36,800.00      |
| 6         | C300/C301/C302            | Comprehensive Erosion & Sediment Control                         |      |      | 62,600.00  | 62,600.00      |
| 7         | C303                      | Comprehensive Grading                                            | 1    | LS   | 260,000.00 | 260,000.00     |
| 8         | 5/C503                    | NCDOT Aggregate Base Course (ABC)                                | 383  | TN   | 64.00      | 24,512.00      |
| 9         | 5/C503                    | Tensar BX100 Geogrid or Equivalent                               | 1045 | SY   | 11.00      | 11,495.00      |
| 10        | 4/C504                    | Concrete Wheelstops                                              | 9    | EA   | 200.00     | 1,800.00       |
| 11        | 2/C503<br>8/C504          | 1'-6" Curb & Gutter, incl. Sloped Ends & Tapers                  | 378  | LF   | 31.00      | 11,718.00      |
| 12        |                           | 6" Curb                                                          | 21   | LF   | 59.00      | 1,239.00       |
| 13        | 8/C505                    | Road Patch & Repair                                              | 10   | SY   | 70.00      | 700.00         |
| 14        | 5/C503                    | Asphalt Surface Course, Type S9.5B                               | 728  | SY   | 18.50      | 13,468.00      |
| 15        | 3/C503<br>10/C504         | 4" Concrete Sidewalk, incl. Curb Ramp, 3000 PSI                  | 250  | SY   | 82.00      | 20,500.00      |
| 16        | 5/C503                    | Asphalt Intermediate Course, Type I-19.0C                        | 444  | SY   | 22.50      | 9,990.00       |
| 17        | 2/C504                    | Asphalt Trail, 8' wide, 6" Base Course                           | 1235 | SY   | 22.00      | 27,170.00      |
| 18        | 5/C504                    | Asphalt Trail w/in Duke Energy R/W, 8' wide                      | 58   | SY   | 41.00      | 2,378.00       |

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|    |                |                                                                                                       |      |    |            |            |
|----|----------------|-------------------------------------------------------------------------------------------------------|------|----|------------|------------|
| 19 | 3/C504         | Accessible Ramp Truncated Domes                                                                       | 17   | SF | 82.00      | 1394.00    |
| 20 | 7/C503         | Gravel Pad, as per detail                                                                             | 76   | SY | 20.00      | 1520.00    |
| 21 | 1/C504         | Heavy Duty Concrete Paving                                                                            | 1    | EA | 8800.00    | 8800.00    |
| 22 | 32 17 23       | Parking Lot Striping, Thermoplastic Pavement Markings, 4", 90 mils                                    | 272  | LF | 10.00      | 2720.00    |
| 23 | 6/C503         | Accessible Parking - Ramp / Signage / Striping / Symbols                                              | 1    | LS | 5700.00    | 5700.00    |
| 24 | 4/C503         | Bicycle Rack, provided & installed, incl. concrete pad                                                | 1    | EA | 3500.00    | 3500.00    |
| 25 | 11/C504        | Cornhole Courts (2 sets), provided & installed, incl Concrete Deck                                    | 1    | LS | 11900.00   | 11,900.00  |
| 26 | 6/C504         | Steel Bollard, provided & installed                                                                   | 2    | EA | 950.00     | 1,900.00   |
| 27 | C400/C504/C505 | Water and Sewer Site Utilities, incl. all costs to include all utilities as shown in Project Drawings | 1    | LS | 180,500.00 | 180,500.00 |
| 28 | 9/C504         | PVC Conduit for Future Electrical                                                                     | 1    | LS | 6150.00    | 6,150.00   |
| 29 | E2             | Site Electrical, incl. all costs to include all elec. utilities as shown in Project Drawings          | 1    | LS | 32,500.00  | 32,500.00  |
| 30 | C303           | 15" RCP Storm Pipe (Class IV)                                                                         | 106  | LF | 109.00     | 11,554.00  |
| 31 | C303           | 18" RCP Storm Pipe (Class IV)                                                                         | 58   | LF | 126.00     | 7308.00    |
| 32 | C303           | 24" RCP Storm Pipe (Class IV)                                                                         | 74   | LF | 160.00     | 11,840.00  |
| 33 | 2/C501         | 15" RCP Flared End Section                                                                            | 3    | EA | 1950.00    | 5850.00    |
| 34 | 2/C501         | 18" RCP Flared End Section                                                                            | 6    | EA | 2150.00    | 12,900.00  |
| 35 | 2/C501         | 24" RCP Flared End Section                                                                            | 1    | EA | 2700.00    | 2,700.00   |
| 36 | 10/C500        | Concrete Flume                                                                                        | 11   | SY | 222.00     | 2442.00    |
| 37 | 3 & 4/C501     | Concrete Drop Inlet w/Frame & Grate                                                                   | 4    | EA | 4150.00    | 16,600.00  |
| 38 | 1/C502         | Class A Rip Rap for Aprons                                                                            | 10   | TN | 85.00      | 850.00     |
| 39 | 1/C502         | Class B Rip Rap for Aprons                                                                            | 223  | TN | 85.00      | 18955.00   |
| 40 | 1/C502         | Class 1 Rip Rap for Aprons                                                                            | 123  | TN | 87.00      | 10,701.00  |
| 41 | 5/C501         | Concrete Endwall                                                                                      | 1    | EA | 2300.00    | 2300.00    |
| 42 | 8/C503         | Underdrains (Playground)                                                                              | 71   | LF | 30.00      | 2130.00    |
| 43 | 6/C501         | Concrete Open Throat Catch Basin                                                                      | 1    | EA | 5000.00    | 5000.00    |
| 44 | 3/C502         | Rip Rap Channel                                                                                       | 332  | LF | 81.00      | 26,892.00  |
| 45 | 5/C502         | Permanent Diversions                                                                                  | 91   | LF | 6.00       | 546.00     |
| 46 | 32 92 00       | Final Seeding & Mulching                                                                              | 0.22 | AC | 4000.00    | 880.00     |
| 47 | 31 20 00       | Unsuitable Soils Removal /Disposal Off Site                                                           |      | CY | 52.00      |            |

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|    |          |                                                           |  |    |        |  |
|----|----------|-----------------------------------------------------------|--|----|--------|--|
| 48 | 31 20 00 | Imported Structural Fill<br>Purchased/Installed/Compacted |  | CY | 49.00  |  |
| 49 | 31 20 00 | Mass Rock Removal/Disposal<br>Off Site                    |  | CY | 300.00 |  |
| 50 | 31 20 00 | Trench Rock Removal/Disposal<br>Off Site                  |  | CY | 350.00 |  |

**BID GUARANTEE**

The undersigned Bidder agrees to execute the Contract for the above amount and to furnish surety as specified within 10 days after notice of award, if offered within 120 calendar days after receipt of bids, and upon failure to do so agrees to forfeit the attached cash, cashier's check, certified check, U. S. money order, or bid bond, as liquidated damages for such failure, in the amount of:

One million two hundred eleven thousand seven hundred and two dollars  
Dollars (\$ 1,211,702.00 )  
the stated amount constituting five percent (5%) of the Base Bid amount above.

If the Project costs are greater than \$300,000, NCGS 143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsive or the listed subcontractor refuses to enter into a contract for complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

List the following subcontractors you are using on this project:

|                                |                           |                           |
|--------------------------------|---------------------------|---------------------------|
| Electrical                     | <u>Luke Electric</u>      | License # <u>U. 10515</u> |
| Mechanical, if applicable      |                           | License # _____           |
| Plumbing, if applicable        | <u>Integrity Plumbing</u> | License # <u>L. 35772</u> |
| Fire Protection, if applicable |                           | License # _____           |

**BID SUPPLEMENTS**

Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

Bid Bond

PLEASE NOTE - FAILURE TO INCLUDE ALL BID SUPPLEMENTS MAY RESULT REJECTION OF THIS BID.

**CONTRACTOR'S LICENSE**

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of North Carolina, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

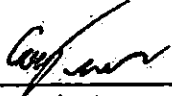
LICENSE # 12347

CITY OF HICKORY – SANDY PINES PARK "INITIAL PHASE"  
Project Number: 27-005

(rev. 11.05.2025)

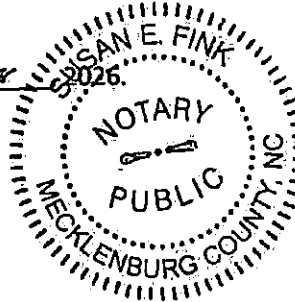
**CONFIDENTIALITY REQUIREMENTS**

By signing this bid form, I acknowledge that I have read, understand and shall comply with the confidentiality requirements as stated in the Instruction to Bidders.



Contractor's Signature

Subscribed and sworn before me this 23 day of September 2026.  
Signature of Notary [Signature]  
of Mecklenburg County, State of North Carolina  
My Commission Expires: September 26, 2028



CITY OF HICKORY -- SANDY PINES PARK "INITIAL PHASE"  
Project Number: 27-005

(rev. 11.05.2025)

## B. EXECUTION OF BID

### NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the Bidder has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Bidder intends to do the work with its own bona fide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

NC General Statute 133-32 prohibits the offer to, or acceptance by, any City Employee of any gift from anyone with a contract with the City or State, or from any person seeking to do business with the City of Hickory. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and hereby proposes to furnish all supervision, labor, equipment, materials and services required to construct and complete the Project in accordance with the Bid Documents at and for the total Bid amount.

The undersigned attests that he/she has the legal authority to execute this Bid on behalf of the corporation.

The undersigned acknowledges receipt of the following addenda (initial next to each addendum):

# 1: 9/14 # 2: 9/14 # 3: \_\_\_ # 4: \_\_\_ # 5: \_\_\_ # 6: \_\_\_ # 7: \_\_\_ # 8: \_\_\_ # 9: \_\_\_

Type of Bidder: ☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Company  
☐ Joint Venture

(if joint venture, complete this "Execution of Bid" sheet for each joint venture company and identify the "Name of Joint Venture" on each sheet)

Name of Joint Venture: \_\_\_\_\_

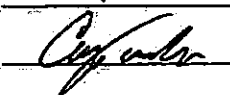
Company Name: Eagle Wood, Inc

Mailing Address: PO Box 1046

City/State/Zip: Denver, NC 28037

Phone Number: 704.483.5853

Print Name: Cody Tucker

Signature: 

Expiration Date

2026

License No. Exhibit VIII.E.

12347

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Eagle-Wood, Inc.

Denver, NC

is duly registered and entitled to practice

### General Contracting

Limitation: Unlimited

Classification: Unclassified

until

December 31, 2026

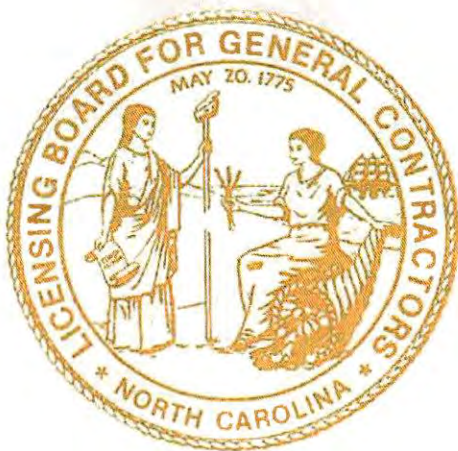
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2026

This certificate may not be altered.



Chairman

Secretary-Treasurer

**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
Eagle Wood, Inc. \_\_\_\_\_ as  
 principal, and Western Surety Company \_\_\_\_\_, as surety, who is  
 duly licensed to act as surety in North Carolina, are held and firmly bound unto  
City of Hickory \_\_\_\_\_ as obligee,  
 in the penal sum of Five Percent of Amount Bid \_\_\_\_\_ 5% \_\_\_\_\_ DOLLARS, lawful money of  
 the United States of America, for the payment of which, well and truly to be made, we bind  
 ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
 severally, firmly by these presents.

Signed, sealed and dated this 23rd day of September, 2026

WHEREAS, the said principal is herewith submitting proposal for  
Sandy Pines Park "Initial Phase"  
 and the principal desires to file this bid bond in lieu of making the cash deposit as required  
 by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that  
 if the principal shall be awarded the contract for which the bid is submitted and shall  
 execute the contract and give bond for the faithful performance thereof within ten days after  
 the award of same to the principal, then this obligation shall be null and void; but if the  
 principal fails to so execute such contract and give performance bond as required by G.S.  
 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in  
 the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by  
 G.S. 143-129.1

Eagle Wood, Inc. \_\_\_\_\_ (SEAL)

By: [Signature] \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Western Surety Company \_\_\_\_\_ (SEAL)

By: [Signature] \_\_\_\_\_ (SEAL)  
 Michelle S. Isola, Attorney-in-Fact

Surety Phone No. 312-822-5000



FORM OF BID BOND

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michelle S. Isola, Individually

of Charlotte, NC its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

Surety Bond No: Bid Bond  
Principal: Eagle Wood, Inc.  
Obligee: City of Hickory

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.



WESTERN SURETY COMPANY

*Larry Kasten*

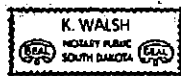
Larry Kasten, Vice President

State of South Dakota } ss  
County of Minnehaha

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



*K. Walsh*

K. Walsh, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of September, 2026



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.casurety.com](http://www.casurety.com) > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## **IV. CONTRACT REQUIREMENTS AND FORMS**

## **A. CONTRACT**

This Contract is made and entered into by and between the City of Hickory (the “Owner”), a municipal corporation, having a mailing address of P.O. Box 398, Hickory, NC, and **EAGLE WOOD INC.** (the “Contractor”), **P.O. BOX 1046, DENVER, NC 28037**, and is effective as of the last date herein below signed (the “Effective Date”). The identified parties are at times referred to herein collectively as “Parties” and individually as a “Party.”

1. **Background and Project Manual.** The Owner has accepted the bid of the Contractor for construction of SANDY PINES PARK “INITIAL PHASE” (the “Project”) advertised by the Owner on **08/26/2026** in the bid management system under SANDY PINES PARK “INITIAL PHASE”, Project No. 27-005 (hereinafter, “the Project Manual” including Addenda).

2. **Definitions.**

a. “Contract Documents” and “Contract” shall mean executed agreement between the Owner and the successful bidder, covering the performance of and compensation for the Work. The term Contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein. The Contract shall include, but not be limited to the Invitation to Bid, Instructions to Bidders, Bid Form and Supplements, Contract Requirements and Forms, required certificates and affidavits, bonds, addenda, technical specifications and plans. The Contract shall constitute one instrument.

b. “Change Order” shall mean a written order to the Contractor covering changes in the Plans, Specifications, Contract Item quantities, or Work and establishing the basis of payment and Contract Time adjustment, if any, for the Work affected by such changes.

c. “Final Completion” shall mean the completion of all Work required by, and in strict compliance with, the Contract, including start up, testing, obtaining regulatory approvals from all applicable authorities, and all preparations necessary to operate and maintain the Project.

d. “Substantial Completion” shall mean that stage of completion of the Project, including testing, approval by any applicable regulatory authority, and receipt of all the certificates of occupancy and other permits, approvals, licenses, and other documents from all governmental authorities that are necessary for the beneficial occupancy and use of the portion to be occupied or utilized such that the Work and the Project are functionally and legally usable by the Owner for the purpose for which they are intended.

e. “Surety” shall refer to the corporation, partnership, or individual, other than the Contractor, executing a Bid Payment, Performance or Guaranty Bonds that are furnished to the Owner by the Contractor. If no payment or performance bonds are required, any sentence referencing the “Surety” in this contract shall not apply.

f. “Work” shall mean the furnishing of all labor, materials, tools, equipment, and incidentals necessary to the Contractor’s performance of all duties and obligations imposed by the Contract.

3. **Description of Work; Obligations of Contractor.**

a. Unless the context requires otherwise, if this Contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

b. The Contractor shall obtain from the Owner at its expense at least one copy each of the Plans and Specifications released for construction of the Project. The Contractor shall have available on the Project site at all times one copy the Plans and Specifications. Additional copies of Plans and Specifications may be obtained by the Contractor for the cost of reproduction. The Contractor shall give constant attention to the Work to facilitate the progress thereof, and shall cooperate with the Engineer and the Engineer’s inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on overseeing the Project at all times who is fully authorized as the Contractor’s agent on the Project. The superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the Engineer or the Engineer’s authorized representative.

c. The Contractor, at its own cost and expense and with skill and diligence, shall perform all the Work necessary for the Project, including furnishing all labor, tools, materials, and equipment, and do all things necessary for the proper construction and completion of the Work pursuant to the Contract terms and consistent with the plans, specifications, drawings, schedules, and other documents attached to this Contract or incorporated by reference.

d. All Work shall be performed in accordance with, and materials shall meet the requirements of, the following documents, which are incorporated herein by reference: (i) Project Manual; (ii) Contract Documents; (iii) General Conditions; and (iv) Plans and Specifications.

e. The Contractor shall further perform the Work in accordance with the directions (not inconsistent therewith) given from time to time by the Owner individual assigned to administer this Contract, referred to as the Project Manager or the Engineer, or other person as the City Manager may designate. For purposes of this Contract, the term “Engineer” shall refer to the City Manager of the City of Hickory or his or her designee acting directly or through a duly authorized representative, including the Project Manager or a designated engineering consultant, acting within the scope of particular assigned or contracted duties and authority.

#### 4. **Contract Times; Liquidated Damages.**

a. **Time is of the Essence.** All time limits for milestones, if any, final completion, and readiness for final payment as stated in the Contract are of the essence of the contract.

b. **Contract Time.** The Work shall be substantially completed within **180** days (“Contract Time”) after the date when the Contract Time commences to run from the Notice to Proceed (Substantial Completion), and finally completed and ready for final payment within **210** days after the date when the Contract Times commence to run from the Notice to Proceed (Final Completion). The Contract Time may be extended only by written Change Order.

c. **Liquidated Damages.** The Contractor and the Owner recognize that time is of the essence of this Contract and that the Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if

## CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for the delay (but not as a penalty), the Contractor shall pay the Owner \$500 for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within 30 days after Substantial Completion or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner \$750 for each day that expires after the time specified above for final completion and readiness for final payment until the Work is completed and ready for final payment.

d. Waiver of Liquidated Damages. If liquidated damages are assessable against the Contractor, the Owner may, in its discretion, waive the imposition of some or all of the liquidated damages against the Contractor. That waiver shall be valid only if done by a writing signed by the City Manager or a Deputy City Manager, and the waiver must refer specifically to “liquidated damages.” That waiver shall not constitute an extension of the Contract Time.

5. Delay Events and Extension of Contract Times.

a. Where the Contractor is prevented from completing the Work within the Contract Times due to delay beyond the control of the Contractor (hereinafter “Delay Event”), the Contract Times may be extended in an amount equal to the time lost due to such Delay Event after approval of the Owner for such time extension. Delay Events shall include, but not be limited to, acts or neglect by the Owner, acts or neglect of utility owners or other contractors performing other work at the Project site, fires, floods, epidemics, abnormal weather conditions, or acts of God.

b. The Owner shall extend the Contract Times equal to the time lost due to the Delay Event conditioned upon Contractor’s compliance with the following:

- (i) Contractor shall notify Owner of the Delay Event pursuant to Sec. 18 (Notice) within fifteen (15) calendar days after the end of the Delay Event (“Delay Event Notice”).
- (ii) The Delay Event Notice shall provide sufficient information and detail necessary for the Owner to determine (A) the nature of the Delay Event, (B) the Contractor’s critical path schedule that was impacted by the Delay Event and the amount of time the critical path was impacted due to the Delay Event, and (C) that the Contractor was unable to control or otherwise mitigate the impacts of the Delay Events to allow the Project to remain on schedule to be completed within the original Contract Times.

6. Contractor’s Billings to Owner; Compensation.

a. The Contractor shall submit applications for payment to the Owner monthly for the amounts to be paid pursuant to this contract. Each application shall document, to the reasonable satisfaction of the Owner, such information as may be reasonably requested by the Owner, including a record of the percent completion of the Work according to an appropriate schedule of values or other measure of work completion. The Owner will make progress payments based on Work progress estimates based on the schedule of values (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made within thirty (30) calendar days after receipt of a complete and accurate payment

## CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

request, subject to deductions or retainage specified in Section 10. Progress payments will be approximate only and will be subject to correction in the final estimate and payment.

b. The Owner shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined provided below:

- (i) For all Work other than Unit Price Work, a lump sum of \$0.
- (ii) For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this below:

| Line Item | Sheet, Detail or Spec No. | Description                                                      | Qty  | Unit | Unit Price    | Extended Price |
|-----------|---------------------------|------------------------------------------------------------------|------|------|---------------|----------------|
| 1         | A1.0/A3.0/P1/E1           | Restroom Building/Delivery                                       | 1    | LS   | \$ 169,300.00 | \$ 169,300.00  |
| 2         | A1.0/A3.0/P1/E1           | Restroom Building Site Preparation/Final Connection to Utilities | 1    | LS   | \$ 34,200.00  | \$ 34,200.00   |
| 3         | C600/C601                 | Comprehensive Landscaping                                        | 1    | LS   | \$ 15,800.00  | \$ 15,800.00   |
| 4         |                           | Mobilization, incl. Surveying                                    | 1    | LS   | \$ 112,000.00 | \$ 112,000.00  |
| 5         | C100                      | Comprehensive Demolition/Clearing                                | 1    | LS   | \$ 36,800.00  | \$ 36,800.00   |
| 6         | C300/C301/C302            | Comprehensive Erosion & Sediment Control                         |      |      | \$ 62,600.00  | \$ 62,600.00   |
| 7         | C303                      | Comprehensive Grading                                            | 1    | LS   | \$ 260,000.00 | \$ 260,000.00  |
| 8         | 5/C503                    | NCDOT Aggregate Base Course (ABC)                                | 383  | TN   | \$ 64.00      | \$ 24,512.00   |
| 9         | 5/C503                    | Tensor BX100 Geogrid or Equivalent                               | 1045 | SY   | \$ 11.00      | \$ 11,495.00   |
| 10        | 4/C504                    | Concrete Wheelstops                                              | 9    | EA   | \$ 200.00     | \$ 1,800.00    |
| 11        | 2/C503<br>8/C504          | 1'-6" Curb & Gutter, incl. Sloped Ends & Tapers                  | 378  | LF   | \$ 31.00      | \$ 11,718.00   |
| 12        |                           | 6" Curb                                                          | 21   | LF   | \$ 59.00      | \$ 1,239.00    |
| 13        | 8/C505                    | Road Patch & Repair                                              | 10   | SY   | \$ 70.00      | \$ 700.00      |
| 14        | 5/C503                    | Asphalt Surface Course, Type S9.5B                               | 728  | SY   | \$ 18.50      | \$ 13,468.00   |
| 15        | 3/C503<br>10/C504         | 4" Concrete Sidewalk, incl. Curb Ramp, 3000 PSI                  | 250  | SY   | \$ 82.00      | \$ 20,500.00   |
| 16        | 5/C503                    | Asphalt Intermediate Course, Type I-19.0C                        | 444  | SY   | \$ 22.50      | \$ 9,990.00    |
| 17        | 2/C504                    | Asphalt Trail, 8' wide, 6" Base Course                           | 1235 | SY   | \$ 22.00      | \$ 27,170.00   |
| 18        | 5/C504                    | Asphalt Trail w/in Duke Energy R/W, 8' wide                      | 58   | SY   | \$ 41.00      | \$ 2,378.00    |

## CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

|    |                |                                                                                                       |      |    |               |               |
|----|----------------|-------------------------------------------------------------------------------------------------------|------|----|---------------|---------------|
| 19 | 3/C504         | Accessible Ramp Truncated Domes                                                                       | 17   | SF | \$ 82.00      | \$ 1,394.00   |
| 20 | 7/C503         | Gravel Pad, as per detail                                                                             | 76   | SY | \$ 20.00      | \$ 1,520.00   |
| 21 | 1/C504         | Heavy Duty Concrete Paving                                                                            | 1    | EA | \$ 8,800.00   | \$ 8,800.00   |
| 22 | 32 17 23       | Parking Lot Striping, Thermoplastic Pavement Markings, 4", 90 mils                                    | 272  | LF | \$ 10.00      | \$ 2,720.00   |
| 23 | 6/C503         | Accessible Parking - Ramp / Signage / Striping / Symbols                                              | 1    | LS | \$ 5,700.00   | \$ 5,700.00   |
| 24 | 4/C503         | Bicycle Rack, provided & installed, incl. concrete pad                                                | 1    | EA | \$ 3,500.00   | \$ 3,500.00   |
| 25 | 11/C504        | Cornhole Courts (2 sets), provided & installed, incl Concrete Deck                                    | 1    | LS | \$ 11,900.00  | \$ 11,900.00  |
| 26 | 6/C504         | Steel Bollard, provided & installed                                                                   | 2    | EA | \$ 950.00     | \$ 1,900.00   |
| 27 | C400/C504/C505 | Water and Sewer Site Utilities, incl. all costs to include all utilities as shown in Project Drawings | 1    | LS | \$ 180,500.00 | \$ 180,500.00 |
| 28 | 9/C504         | PVC Conduit for Future Electrical                                                                     | 1    | LS | \$ 6,150.00   | \$ 6,150.00   |
| 29 | E2             | Site Electrical, incl. all costs to include all elec. utilities as shown in Project Drawings          | 1    | LS | \$ 32,500.00  | \$ 32,500.00  |
| 30 | C303           | 15" RCP Storm Pipe (Class IV)                                                                         | 106  | LF | \$ 109.00     | \$ 11,554.00  |
| 31 | C303           | 18" RCP Storm Pipe (Class IV)                                                                         | 58   | LF | \$ 126.00     | \$ 7,308.00   |
| 32 | C303           | 24" RCP Storm Pipe (Class IV)                                                                         | 74   | LF | \$ 160.00     | \$ 11,840.00  |
| 33 | 2/C501         | 15" RCP Flared End Section                                                                            | 3    | EA | \$ 1,950.00   | \$ 5,850.00   |
| 34 | 2/C501         | 18" RCP Flared End Section                                                                            | 6    | EA | \$ 2,150.00   | \$ 12,900.00  |
| 35 | 2/C501         | 24" RCP Flared End Section                                                                            | 1    | EA | \$ 2,700.00   | \$ 2,700.00   |
| 36 | 10/C500        | Concrete Flume                                                                                        | 11   | SY | \$ 222.00     | \$ 2,442.00   |
| 37 | 3 & 4/C501     | Concrete Drop Inlet w/Frame & Grate                                                                   | 4    | EA | \$ 4,150.00   | \$ 16,600.00  |
| 38 | 1/C502         | Class A Rip Rap for Aprons                                                                            | 10   | TN | \$ 85.00      | \$ 850.00     |
| 39 | 1/C502         | Class B Rip Rap for Aprons                                                                            | 223  | TN | \$ 85.00      | \$ 18,955.00  |
| 40 | 1/C502         | Class 1 Rip Rap for Aprons                                                                            | 123  | TN | \$ 87.00      | \$ 10,701.00  |
| 41 | 5/C501         | Concrete Endwall                                                                                      | 1    | EA | \$ 2,300.00   | \$ 2,300.00   |
| 42 | 8/C503         | Underdrains (Playground)                                                                              | 71   | LF | \$ 30.00      | \$ 2,130.00   |
| 43 | 6/C501         | Concrete Open Throat Catch Basin                                                                      | 1    | EA | \$ 5,000.00   | \$ 5,000.00   |
| 44 | 3/C502         | Rip Rap Channel                                                                                       | 332  | LF | \$ 81.00      | \$ 26,892.00  |
| 45 | 5/C502         | Permanent Diversions                                                                                  | 91   | LF | \$ 6.00       | \$ 546.00     |
| 46 | 32 92 00       | Final Seeding & Mulching                                                                              | 0.22 | AC | \$ 4,000.00   | \$ 880.00     |
| 47 | 31 20 00       | Unsuitable Soils Removal /Disposal Off Site                                                           |      | CY | \$ 52.00      | \$ -          |

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|                             |          |                                                        |  |    |           |                        |
|-----------------------------|----------|--------------------------------------------------------|--|----|-----------|------------------------|
| 48                          | 31 20 00 | Imported Structural Fill Purchased/Installed/Compacted |  | CY | \$ 49.00  | \$ -                   |
| 49                          | 31 20 00 | Mass Rock Removal/Disposal Off Site                    |  | CY | \$ 300.00 | \$ -                   |
| 50                          | 31 20 00 | Trench Rock Removal/Disposal Off Site                  |  | CY | \$ 350.00 | \$ -                   |
|                             |          | Soil Remediation Allowance                             |  |    |           | \$ 15,000.00           |
| <b>TOTAL CONTRACT PRICE</b> |          |                                                        |  |    |           | <b>\$ 1,226,702.00</b> |

The estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer pursuant to the contract terms. The Owner shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or by Section 20 (Termination for Convenience (“TFC”). The total dollar amount to be paid under this Contract by the Owner to the Contractor shall not exceed the total lump sum and/or estimated extended quantities price of \$ **1,226,702.00** (“Contract Price”).

**7. Payment and Performance Bonds; Insurance.**

a. Payment and Performance Bonds. If required under Chapter 44A of the North Carolina General Statutes (“NCGS”), or otherwise by the Owner, the Contractor shall deliver to the Owner a payment and performance bond in a form acceptable to the Owner and in the amount of the total Contract Price.

b. Insurance. The Contractor agrees to maintain on a primary basis, at its sole expense, and at all times during the life of this Contract the following applicable coverages and limits. The requirements contained herein, as well as the Owner’s review or acceptance of insurance maintained by the Contractor, is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Contractor under this Contract.

[City staff –to be filled in. Email the draft contract to Risk Management at [mfriar@hickorync.gov](mailto:mfriar@hickorync.gov) so Risk can provide the insurance requirements for your specific contract.]

- (i) Commercial General Liability. The Contractor agrees to maintain commercial general liability with combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement excluding or limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability. The Contractor agrees to endorse the Owner as an “Additional Insured” on the Commercial General Liability policy. The Additional Insured shall read “City of Hickory as its interest may appear.”

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- (ii) Automobile Liability. The Contractor agrees to maintain automobile liability with limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned, and Hired automobiles. In the event the Contractor does not own automobiles, the Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or by separate Auto Liability policy. Automobile coverage is necessary only if vehicles are used in the provision of services under this contract or are brought on an Owner site.
  - (iii) Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability. However, the Annual Aggregate limits shall not be less than the highest “Each Occurrence” limit for required policies. The Contractor agrees to endorse the Owner as an “Additional Insured” on the Umbrella or Excess Liability unless the certificate of insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis. The Additional Insured shall read “City of Hickory as its interest may appear.”
  - (iv) Builder’s Risk. The Contractor shall procure and maintain Builder’s Risk Insurance coverage at an “all-risk” or equivalent policy form in the amount of the Contract Price, plus the value of any subsequent modifications to the Contract Price and costs of materials supplied or installed by others, comprising the total value for the Project on a replacement cost basis without optional deductibles. Such insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made under Section 11 of this contract. This insurance shall include interest of the Owner, Contractor, and subcontractors in the Project. The Contractor agrees to endorse the Owner as an “Additional Insured” on the Builder’s risk policy. The Additional Insured shall read “City of Hickory as its interest may appear.”
  - (v) Workers’ Compensation & Employers Liability. The Contractor agrees to maintain Worker’s Compensation Insurance in accordance with Chapter 97 of the North Carolina General Statutes and with Employer Liability limits of no less than \$1,000,000 for each accident, each employee, and policy limit. This policy must include a waiver of subrogation.
  - (vi) Waiver of Subrogation. The Contractor and each of its subcontractors shall and do waive all rights of subrogation against the Owner.
  - (vii) Certificate of Insurance. The Contractor agrees to provide the Owner a certificate of insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by the Contractor’s insurer. If the

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Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify the Owner within five (5) Business Days with a copy of the non-renewal or the cancellation notice or with written specifics as to which coverage is no longer in compliance. The Certificate Holder address should appear as follows:

City of Hickory  
Attn: City Manager’s Office  
P.O. Box 398  
Hickory, NC 28603

All primary insurance carriers must be authorized to do business in North Carolina. As used in this Contract, “Business Day” is defined as any day other than Saturdays, Sundays, and any legal holiday recognized by the Owner.

8. **Exhibits.** The following exhibits are made a part of this Contract: [If none, write “None.”]

| EXHIBIT   | DESCRIPTION                                                                                                   |
|-----------|---------------------------------------------------------------------------------------------------------------|
| Exhibit A | <span style="color: red;">Documents not incorporated by reference that need to be part of the Contract</span> |
| Exhibit B | Payment and Performance Bonds, containing <span style="color: red;">[insert number of pages]</span> page(s).  |

9. **Notice Addresses.** For purposes of Section 18 (Notice) of the General Conditions, and subject to change pursuant to subsection 18(d), the addresses for these notices are as follows:

To the Owner:  
[Insert name and department]  
City of Hickory  
P.O. Box 398  
Hickory, NC 28603  
**Email:**

To the Contractor:  
[Insert name and address]  
**Email:**

10. **Progress payments. Retainage.**

a. The Owner shall make progress payments on account of the Contract Price on the basis of the Contractor’s applications for payment consistent with Section 6 (Contractor’s Billing to Owner; Compensation). All such payments will be measured by Work progress estimates based on the schedule of values (and in the case of Unit Price Work based on the number of units completed). Progress payments will be less the aggregate of payments previously made, retainage as specified below, and such amount as the Engineer may determine is not appropriate based on unsatisfactory job progress, defective or nonconforming construction not remedied, disputed Work, unjustified withholding of payments or

nonpayment of subcontractors by the Contractor, third-party claims filed against the Owner or reasonable evidence that a third-party claim will be filed, or amounts the Owner may withhold as liquidated damages.

b. Five percent (5%) of each progress payment will be retained by the Owner, subject to the terms of NCGS 143-134.1 (the “Retainage”). The Retainage is intended to secure performance of Contractor’s obligations under this contract and to protect the Owner against potential claims, defects, or non-conforming work. The Owner shall hold the Retainage until Final Completion and acceptance of the Project. The Retainage shall not be subject to interest accrual for the benefit of the Contractor. Upon Substantial Completion of the Project, the Owner may, at its sole discretion, reduce the Retainage percentage for subsequent invoices. The Retainage will be released to Contractor within thirty (30) days after Final Completion and acceptance of the Project by the Owner, provided that: (A) Contractor has fully performed all obligations under this contract; (B) Contractor has remedied all defective or non-conforming work; (C) Contractor has settled all claims or provided satisfactory evidence that no claims will be filed; (D) Contractor has provided all required final documentation, including but not limited to warranties, as-built drawings, and operation manuals; (E) Contractor has provided a final waiver and release of liens.

c. Notwithstanding any of the retainage provisions described herein, there shall be no retainage on periodic or final payments for contracts having a total project cost less than \$100,000.00, and, in addition to the retainage amounts allowed to be held by the Owner, the Owner shall also retain all rights allowed under this Contract to withhold payment to the Contractor for unsatisfactory job progress, defective or nonconforming construction not remedied, disputed Work, unjustified withholding of payments or nonpayment of subcontractors by the Contractor, third-party claims filed against the Owner or reasonable evidence that a third-party claim will be filed, and withholding as liquidated damages.

d. Within sixty (60) days of receipt by the Owner of (A) an Application for Payment and (B) written consent of the Surety, and after the Owner has either (C) received a certificate of Substantial Completion or (D) received beneficial occupancy or use of the Project (if applicable), the Owner shall pay an amount sufficient to increase total payment to the Contractor to the Contract Price, less such amounts as the Engineer shall determine is not appropriate based on unsatisfactory job progress, defective or nonconforming construction not remedied, disputed Work, unjustified withholding of payments or nonpayment of subcontractors by the Contractor, third-party claims filed against the Owner or reasonable evidence that a third-party claim will be filed, and withholding as liquidated damages, including up to two hundred fifty percent (250%) of the Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

e. If any mechanic's or materialman's lien, or any notice or claim of such lien, is filed against the Project for any labor, materials, supplies, or equipment claimed to have been furnished to or incorporated into the Work, or for any other alleged contribution thereto, the Owner shall have the right to retain from payments otherwise due the Contractor, in addition to all other amounts properly withheld under this Article or under other provisions of the Contract, an amount equal to such lien or liens claimed. The Contractor warrants that: (i) all materials are free and clear of all liens, claims, security interests, or encumbrances; and (ii) no materials have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials for the Work under this Contract, that are subject to an agreement under which an interest in, or encumbrance on, the materials or equipment is retained by the seller or otherwise imposed.

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f. In accordance with NCGS § 22C, the Contractor is required to pay subcontractors for satisfactory performance of their contracts within seven (7) calendar days after the Owner has paid the Contractor for such Work. Additionally, the Contractor shall pay the undisputed portions of subcontractors' invoices no later than ninety (90) calendar days of the date of subcontractor's invoice, independent of any payment by the Owner to the Contractor. If the Contractor withholds any retainage pending final completion of any subcontractor's Work, the Contractor is required to pay the retainage so withheld within seven (7) calendar days after such subcontractor completes his Work satisfactorily, regardless of any payment of retainage by the Owner to the Contractor. The Contractor's failure to pay subcontractors as provided herein shall be a material breach for which the Owner may cancel the Contract.

**11. Inspections; Final Payment; Warranty.**

a. Inspections. The Owner shall have the right to sample and tests the Work. When the Owner performs sampling and tests of the Work and if the tests show a failure to meet the requirements of the Contract Documents, the expense of retesting, after reworking or substitution by the Contractor will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor.

b. Final Inspection. Upon final completion of the Work and after the Contractor has satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the contract documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, submission of final application for payment by the Contractor to the Engineer, the Engineer shall inspect the Work for conformance with the contract documents for final acceptance.

c. Lien Waivers and Releases. Prior to issuing final payment, the Contractor will furnish to the Owner certification in the form of the "Contractor's Affidavit – Release and Waiver of Claims" (form provided by Owner) that all subcontractors and vendors associated with this Contract have been paid; no liens and/or lawsuits have been placed against the Contractor for this Work; and the total dollar amount has been paid to all subcontractors, suppliers, and others associated with this Project.

d. Final Payment and Acceptance. The Owner shall pay the remainder of the Contract Price as recommended by the Engineer subject to Section 10(c) after the Contractor has delivered to the Engineer (i) all documentation called for in the contract documents, including evidence of insurance; (ii) consent of the Surety, if any, to final payment; (iii) a list of all claims against the Owner that the Contractor believes are unsettled; and (iv) complete and legally effective releases or waivers (satisfactory to the Owner) of all lien rights arising out of or liens filed in connection with the Work.

e. Interest. All monies not paid when due shall bear interest at the rate of four percent (4%) per annum.

f. Warranty.

- (i) The Contractor shall warrant that the Work is in substantial conformance with the contract documents. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the contract

documents) or by any specific provision of the contract documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for the Contractor's use by the Owner or permitted by applicable laws and regulations is found to be defective, the Contractor shall promptly (but in any event, commencing within thirty (30) days after receipt of said instructions and proceeding promptly to completion), without cost to the Owner and in accordance with the Owner's written instructions do the following:

1. repair such defective land or areas;
2. correct such defective Work; or
3. if the defective Work has been rejected by the Owner, remove it from the Project and replace it with Work that is not defective; and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or other land or areas resulting therefrom.

g. Limitation to Contractor's Warranty. The Contractor's warranty and guarantee hereunder excludes defects or damage caused by (A) abuse, modification, or improper maintenance or operation by persons other than the Contractor, its subcontractors, or any other individual or entity for whom the Contractor is responsible; or (B) normal wear and tear under normal usage.

12. Change Orders. The Owner may, at any time, without invalidating the Contract, order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions. Such changes shall only be authorized by a written Change Order (form provided by Owner) signed by the Owner and the Contractor.

13. Contractor's Representations.

a. In order to induce the Owner to enter into this Contract, the Contractor makes the following representations:

- (i) The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- (ii) The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- (iii) The Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- (iv) The Contractor has carefully studied all of the following:
  1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous

to the Project site (except underground facilities) if identified by the Owner; and

2. Reports and drawings of any hazardous environmental condition, if any, at the Project site if identified by the Owner.
- (v) The Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional and supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Project site that may affect cost, progress, or performance of the Work or that relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the bidding documents, and safety precautions and programs incident thereto.
- (vi) The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the contract documents.
- (vii) The Contractor is aware of the general nature of work to be performed by the Owner and others at the Project site that relates to the Work as indicated in the contract documents.
- (viii) The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the contract documents, and all additional examinations, investigations, explorations, tests, studies, and data with the contract documents.
- (ix) The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the contract documents, and the written resolution thereof by the Engineer is acceptable to the Contractor.
- (x) The contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- (xi) The Contractor affirmatively acknowledges and agrees that (a) the Contract Times provided for in the contract documents to complete the Work are reasonable and (b) the compensation provided for the Work in the contract documents is reasonable.

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14. **Federal Law Provisions.** Notwithstanding any provision of this Contract to the contrary, the Contractor shall comply with the federal clauses for contracts involving federal financial assistance, if federal financial assistance funds are used for the Project.

15. **Dispute Resolution.** Any party allowed to use the dispute resolution process adopted by the State Building Commission pursuant to NCGS §143-135.26(11) (the “DR process”) shall participate in mediation pursuant to the DR process as a precondition to initiating litigation concerning the dispute. The amount of \$15,000 or more must be at issue before a party may require other parties to participate in the DR process. The costs of the DR process shall be divided between the parties to the dispute with one-third of the costs to be paid by the Owner, if the Owner is a party to the dispute. If only the Owner and one other party are parties to a dispute, the two parties shall divide the costs of the DR process equally.

16. **Complete Work without Extra Cost.** Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the Owner, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

17. **Performance of Work by Owner.** If this contract requires the Work be completed according to a schedule, and the Contractor fails to perform the Work in accordance with the required schedule, the Owner may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Owner’s rights and remedies. Before doing so, the Owner shall give the Contractor notice of its intention. The Contractor shall reimburse the Owner for additional costs incurred by the Owner in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

18. **Prompt Payment to Subcontractors.**

a. Within seven (7) days of receipt by the Contractor of each payment from the Owner under this contract, the Contractor shall pay all subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the subcontractor be delayed by more than seven (7) days after receipt of payment by the Contractor from the Owner under this Contract, the Contractor shall pay the subcontractor interest, beginning on the eighth (8<sup>th</sup>) day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, each subcontractor shall have the right to enforce this subsection (a) directly against the Contractor but not against the Owner.

b. If the individual assigned to administer this Contract for the Owner (in this section he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the Owner may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be:

- (i) the amount of interest due to the subcontractor under subsection (a); and/or
- (ii) the amounts past-due under subsection (a) to the subcontractor but not exceeding five percent (5%) of the payment(s) due from the Owner to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the Owner may have.

c. Nothing in this section shall prevent the Contractor at the time of invoicing, application, and certification to the Owner from withholding invoicing, application, and certification to the Owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by the Owner.

d. The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

#### 19. Notice.

a. In General. This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and requests for extension of Contract Times.

b. Means of Delivery of Notice. (i) Common Carrier. All such notices shall be in writing and sent by common carrier or personal delivery. Those sent by common carrier shall include instructions to obtain the recipient's signature and/or a signature at the recipient's address. Common carrier means UPS, FedEx, a designated delivery service authorized pursuant to 26 United States Code 7502(f)(2), or United States Postal Service. (ii) Notice given by Personal Delivery. If the sender causes the notice to be hand delivered to a natural person 18 years or older at the address of the Contractor indicated under Section 9 (Notice Addresses) above, notice is deemed given. (iii) Common Carrier Leaves Notice. If the sender obtains a signature through a common carrier pursuant to subsection (i), notice is deemed given. If, however, the common carrier does not obtain such a signature between 8:30 AM – 4:30 PM Monday- Friday on a day that is not a Holiday but leaves the notice in a place that it deems safe without obtaining a signature, this process constitutes delivery of the notice provided that the sender also sends the notice by email or fax. Notice is deemed given on the later of (x) the leaving of the notice by the common carrier and (y) the email or fax. A notice is deemed emailed on the date that the sender attempts to send it. A notice is deemed faxed at the earlier of when successfully received or when faxing is unsuccessfully attempted three times at least ten minutes apart. (iv) Requested Additional Method. Regardless of the method of giving notice, the sender is requested but not required to also send it by fax or email.

c. When Undeliverable Notice Is Deemed Sent by Common Carrier. If a notice sent by common carrier is undeliverable because the address or other information provided to the sender by the other party (the intended recipient) is incorrect, incomplete, or out of date, or for any other reason; and the sender also sends the notice by fax or email, notice is deemed given on the later of (x) the sender's placing the notice in the custody of the common carrier and (y) the fax or email. A notice is deemed emailed on the date that the sender attempts to send it. A notice is deemed faxed at the earlier of when

successfully received or when faxing is unsuccessfully attempted three times at least ten minutes apart.

d. Change of Address. A change of address, fax number, email address, telephone number, or person to receive notice shall be made by notice given to the other party.

20. Indemnification.

a. Standard Indemnification Provision. This section shall be applied to the maximum extent allowed by law, but it shall be construed and limited as necessary to comply with NCGS §22B-1. The Contractor shall defend, indemnify, and hold harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or its Derivative Parties. In performing its duties under this subsection, the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to the Owner. “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within “Charges” are (1) interest and reasonable attorney’s fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract. By appropriate litigation, each Indemnatee, severally, shall have the right to enforce this section (titled “Indemnification”) directly against the Contractor, but not against the Owner.

b. Definitions. These definitions apply to this section only unless otherwise stated.

- (i) The words “Construction Agreement,” “Derivative Parties,” “Design Professional,” “Design Professional Agreement,” “Design Professional Services,” “Fault,” and “Subcontractor” as used in this section shall have the meanings defined by NCGS §22B- 1.
- (ii) “Contractor” – Each party to this Contract except the City of Hickory.
- (iii) “Indemnitees” means the Owner and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.
- (iv) In this section, except as used in subsection (a), “Defend” means to pay for or furnish counsel at the expense of the Contractor to defend any of the Indemnitees against claims alleged or brought against any of the Indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault.

c. Insurance Contracts and Bonds. This section does not affect an insurance contract, workers’ compensation, or any other agreement issued by an insurer, and this section does not apply to lien or bond claims asserted under NCGS Chapter 44A.

d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

e. Restrictions and Qualifications. If this Contract is a Construction Agreement or a Design Professional Agreement, the following restrictions and qualifications apply to the Standard Indemnification Provision of Section 19:

- (i) Restriction regarding Indemnitees’ Negligence. The Contractor shall not be required to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- (ii) Restriction regarding Fault in Construction Agreements and Design Professional Agreements. Nothing in this Contract requires the Contractor to indemnify or hold harmless Indemnitees or any other person or entity against losses, damages, or expenses unless the fault of the Contractor or its Derivative Parties is a proximate cause of the loss, damage, or expense indemnified.
- (iii) Restriction regarding Negligence of Design Professionals. Nothing in this Contract requires the Contractor, provided that it is a design professional, to defend Indemnitees or any other person or entity against liability or claims for damages, or expenses, including attorney’s fees, proximately caused or allegedly caused by the professional negligence, in whole or in part, of the Contractor, the Owner, or their Derivative Parties, whether the claim is alleged or brought in tort or contract.
- (iv) Liability When at Fault. The parties intend that nothing in this contract shall be construed to exclude from any indemnity or hold harmless provisions enforceable under subsection (e)(i) (Restriction regarding Indemnitees’ Negligence) and subsection (e)(ii) (Restriction regarding Fault in Construction Agreements and Design Professional Agreements) any attorneys’ fees, litigation or arbitration expenses, or court costs actually incurred by the Owner to defend against third party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of the Owner by law or by contract, if the fault of the Contractor or its Derivative Parties is a proximate cause of the attorney’s fees, litigation or arbitration expenses, or court costs to be indemnified. Every provision in this Contract that violates the parties’ intent expressed in the preceding sentence shall be construed and revised to the extent that it is lawful in order to make the provision conform with such intent.
- (v) Other Provisions. Every provision in this Contract that violates this subsection (v) shall be construed and revised to the extent that it is lawful in order to make the provision conform with those subsections.

**21. Termination for Convenience (TFC).**

a. **Procedure.** Without limiting any party’s right to terminate for breach, the parties agree that the Owner may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

b. **Obligations.** Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives and the indemnification provisions shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the Owner all Work, including partly completed Work. In case of TFC, the Contractor shall follow the Owner’s instructions as to which subcontracts to terminate.

c. **Payment.** The Owner shall pay the Contractor an equitable amount for the costs and charges that accrue because of the Owner’s decisions with respect to the subcontracts, but that amount will exclude profit for the Contractor. Within 30 days of the Contractor’s receipt of notice of TFC, the Owner shall pay the Contractor one hundred dollars (\$100) as a TFC fee. The Owner shall pay the Contractor for all Work performed up to the termination date indicated in the TFC notice, except to the extent Work has been paid for previously. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed, except to the extent it would be inequitable to either party. If Work was to be paid for on a lump-sum basis, the Owner shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

**22. Taxes and Licenses.** North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by contractors for use in performing county contracts. Use tax is also due on construction equipment brought into North Carolina for use in the performance of city contracts (North Carolina Revenue Laws, N.C.G.S. 105-164.4 and N.C.G.S. 105-164.6). Contractors are liable for payment of applicable franchise, corporate income, license and withholding taxes (North Carolina Revenue Laws, N.C.G.S. 105-122, 105-123, 105-134 and 105-163.2).

**23. E-Verify Requirements.** (a) If this contract is awarded pursuant to NCGS §143-129 – (i) the Contractor represents and covenants that the Contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor,” “contractor’s subcontractors,” and “comply” as used in this subsection (a) shall have the meanings intended by NCGS §143-129(j); and (iii) the Owner is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS §143-133.3, the Contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

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

is void due to Contractor appearing on the Final Divestment Lists.

**25. Choice of Law and Forum; Service of Process.**

a. This Contract shall be deemed made in Catawba County, North Carolina. This Contract shall be governed by and construed in accordance with the law of North Carolina and not the United Nations Convention on Contracts for the International Sale of Goods. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Catawba County. Such actions shall neither be commenced in nor removed to federal court. The preceding two sentences do not apply to actions to enforce a judgment entered in actions heard pursuant to this subsection (a).

b. If the Contractor is a business entity (for instance, the Contractor is a corporation or limited liability company), this subsection (b) applies. “Agent Authorized to Accept Service of Process” (“Agent”) means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. The Contractor hereby appoints as one of those Agents the person it designates to receive notice pursuant to Section 9 (Notice Addresses). If the Contractor fails to appoint an Agent or the Agent cannot be served using reasonable diligence, the Contractor appoints the Hickory City Clerk as its Agent. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent is designated as its non-exclusive Agent. The Contractor shall instruct each Agent that when the Agent receives the process, summons, or complaint, the Agent shall promptly send it to the Contractor using a means for giving notice under this Contract, provided that when the City Clerk is the Agent, the Owner shall issue such instructions. This subsection (b) does not apply while the Contractor maintains a registered agent in North Carolina by filing with the office of the North Carolina Secretary of State and that registered agent can be found with due diligence at the registered office.

**26. Waiver.** No action or failure to act by the Owner shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

**27. Performance of Government Functions.** Nothing contained in this Contract shall be deemed or construed so as to in any way estop, limit, or impair the Owner from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

**28. Severability.** If any provision of this Contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

**29. Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

**30. Pre-Audit Requirement.** This Contract has not been fully executed and is not effective until the Pre-audit Certificate (if required by N.C.G.S § 159-28) has been affixed and signed by the Owner’s finance officer or deputy finance officer.

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

32. **Assignment. Successors and Assigns.** Without the Owner's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the Owner otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the Owner's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Owner's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

33. **Compliance with Law.** In performing all of the Work, the Contractor shall comply with all applicable law.

34. **Non-Discrimination.** THE OWNER OPPOSES DISCRIMINATION ON THE BASIS OF 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. The Contractor shall comply with all applicable provisions of the City of Hickory Code of Ordinances and state law and shall explicitly require the same of its subcontractors in their subcontracts.

35. **Limited Third-Party Rights Created.** This contract is intended for the benefit of the Owner and the Contractor and not for any other person, except to the extent otherwise expressly stated in this Contract.

36. **Principles of Interpretation.** (a) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include”, “including”, etc. mean include, including, etc. without limitation. (b) References to a “Section” or “section” shall mean a section of this Contract. (c) “Duties” includes obligations. (d) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (e) The word “shall” is mandatory. (f) The word “day” means calendar day. (g) The word “Holiday” means legal holiday observed by the Owner. (h) A definition in this Contract will not apply to the extent the context requires otherwise.

37. **Modifications; Entire Agreement.** A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Owner unless it is signed by the City Manager, a deputy City Manager, or, in limited circumstances, a City department director. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”  
Project Number: 27-005

(rev. 11.05.2025)

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38. **Public Health Emergency Declarations.** This section shall take effect upon the declaration of a state of emergency made pursuant to applicable law, code, or ordinance by any federal, state, county, or city official, due to a public health emergency, such as an epidemic, pandemic, or endemic disease. The Contractor shall comply with the written procedures and policies adopted by the City department or office primarily responsible for administering this Contract. The Contractor shall ensure that all assigned temporary employees and subcontractors comply with the written procedures and policies while performing the Work on City property.

39. **City’s Manager’s Authority.** To the extent, if any, the Owner has the power to suspend or terminate this Contract or the Contractor’s services under this Contract, that power may be exercised by the City Manager or a deputy or assistant City Manager without City Council action.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”  
Project Number: 27-005

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(rev. 11.05.2025)

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the Effective Date.

CONTRACTOR: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF HICKORY

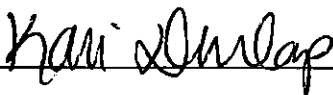
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

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**CONTRACTOR SURETY COMPANY CONTACTS (IF APPLICABLE)**

Bid Guaranty Bond No. \_\_\_\_\_

Surety Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Performance Bond No.: \_\_\_\_\_

Surety Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Payment Bond No.: \_\_\_\_\_

Surety Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**PLEASE ATTACH THE FOLLOWING TO THIS SHEET:**

1. Bonds
2. A Certified Power of Attorney
3. Certificate of Insurance

## **B. GENERAL CONDITIONS**

### **1. COOPERATION OF CONTRACTOR**

The Contractor shall obtain from Owner at Owner's expense at least one copy each of the Plans and Specifications released for construction. It shall have available on the work at all times one copy each of the Plans and Specifications. Additional copies of Plans and Specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the Work to facilitate the progress thereof, and it shall cooperate with the Engineer and the Engineer's inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the Work at all times who is fully authorized as its agent on the Work. The superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the Engineer or the Engineer's authorized representative.

The Contractor shall comply with all applicable federal, state, or local laws or governmental regulations.

### **2. CONTRACTOR USE OF PREMISES**

- A. Use of the Site: The Contractor shall confine his operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. The Contractor shall conform to site rules and regulations affecting the work while engaged in project construction.
- B. Open Passage: The Contractor shall keep existing drives, entrances, and air operations areas designated to remain open, clear and available to the Owner, his employees and the public at all times. The Contractor shall not use these areas for parking or storage of materials.
- C. Storage: The Contractor shall not unreasonably encumber the site with materials or equipment. The Contractor shall confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, the Contractor shall obtain Owner's approval.
- D. Vehicle/Equipment Security: The Contractor shall lock automotive type vehicles, such as passenger cars and trucks, and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. The Contractor shall not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

### **3. WORK RESTRICTIONS**

- A. Turf Restoration: All non-paved areas that are disturbed by the Contractor's work, including without limitation, staging area(s), haul roads, etc. shall be reseeded and restored to original condition by the Contractor. Except where otherwise specified, there will be no separate Contract Item for this work; it will be considered incidental to and included in the price bid.

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- B. Security: Contractor shall provide security within his construction area and shall keep all unauthorized personnel out.
  - C. Access Points: All construction traffic shall enter and exit the Project area only through the Project access point(s) identified by the Contractor and approved by the Owner. Contractor will be responsible for security of entrance gates under their use.
  - D. Access and Haul Route: The Contractor shall be responsible for establishing haul routes suitable for supporting all necessary transportation and construction equipment for the duration of the Project. Any existing roads or other areas that are used as part of the haul route shall be restored to their original condition after completion of the Project. The Contractor will be responsible for all clean up operations of debris that may be on the haul route and for watering and/or other dust preventive measures to preclude fugitive dust from affecting buildings, occupants, or airfield operations.
  - E. Contacts During Non-Working Hours: For the duration of the Project, the Contractor shall designate a list of authorized individuals in a prioritized order, to be on 24 hour call, and these individuals shall be equipped with a cellular phone. These individuals shall be able to respond to any situation arising out of the performance of the work on this Project, particularly during nighttime hours, and shall respond and be on the Project site within one hour after the phone call.

#### 4. REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All Work which does not conform to the requirements of the Contract Documents will be considered unacceptable, unless otherwise determined acceptable by the Owner.

Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

#### 5. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective work prosecuted day-by-day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times.

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In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

## **6. TEST OF WORK**

When as provided for in the contract documents, the Owner performs sampling and tests of the Work and if the tests show a failure to meet the requirements of the Contract Documents, the expense of retesting, after reworking or substitution by the Contractor will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor.

## **7. CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, Contractor shall remedy any defect due thereto and pay for any damage to other Work resulting therefrom, which shall appear within a period of one year from Date of Final Acceptance. Wherever the word "acceptance" occurs, it shall be understood to mean final acceptance.

The Owner shall give notice of observed defects with reasonable promptness. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after the receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense. With respect to all warranties, expressed or implied, from subcontractors, manufacturer, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall:

- A. Obtain all warranties that would be given in normal commercial practice.
- B. Require all warranties to be executed, in writing, for the benefit of the Owner.

## **8. USE OF EXPLOSIVES**

When the use of explosive is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including new Work. The Contractor shall be responsible for all damages resulting from the use of explosives. Blasting shall be performed in accordance with Section 220 of the NCDOT Standard Specifications.

## **9. DELIVERY OF GOODS / MATERIALS.**

Unless otherwise provided in the Bid Documents, prices shall be F.O.B. Hickory, North Carolina and include packing, handling and shipping charges fully prepaid by the Contractor.

## **10. QUALITY CONTROL SERVICES**

- A. Contractor Responsibilities: Contractor is responsible for its own quality control testing and inspection to insure the quality of its means and methods of construction will produce the specified quality of Work, and for any tests and inspections required by regulatory agencies. Costs

for these services shall be included in the Bid. The Contractor may employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified, or these services may be performed by qualified contractor personnel. The Contractor shall submit for Engineer's approval a quality control (QC) Plan delineating his methods for each item requiring inspections, tests, and similar services within fourteen (14) working days before of the Notice to Proceed date.

- B. Retest Responsibility: Where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with the requirements of the Contract Documents, then retests are the responsibility of the Contractor, and shall be deducted from monies due the Contractor on the applicable pay request. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.
- C. Repair and Protection. Upon completion of inspection, testing, sample-taking, and similar services performed on the Work, the Contractor shall repair damaged work and test sites to eliminate deficiencies. The Contractor shall protect work exposed by or for quality control service activities, and protect repaired Work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

## 11. PROSECUTION AND PROGRESS

Within ten (10) days after notice of award, the Contractor shall prepare and submit for the Owner's review a proposed baseline schedule that is a fixed project timeline used for tracking progress for the entire duration of the project (the "Baseline Schedule"). The Baseline Schedule shall include critical path activities, contract milestones, and budgetary compliance as described below. After submittal, the City Project Manager shall schedule a meeting with the Contractor to review the proposed Baseline Schedule and identify any changes or corrections. The Contractor shall make any necessary adjustments to address all review comments and resubmit the Baseline Schedule for the City Project Manager's approval. Acceptance of the Baseline Schedule by the Owner does not revise the Contract Documents.

Submission of an incomplete or impractical Baseline Schedule by the Contractor may delay Owner's issuance of Notice to Proceed. All subsequent monthly schedule updates will be measured against the accepted Baseline Schedule. No payments will be processed for the Project prior to approval and acceptance of a Baseline Schedule. The accepted Baseline Schedule should not be changed throughout the life of the project without Owner's prior written approval.

## 12. NO DAMAGES FOR DELAY

In all cases where the Contractor is delayed, obstructed, or hindered in the execution of the Work, or any part thereof, except to the extent the delay, obstruction or hindrance is caused solely by Owner, the Contractor shall not be entitled to claim or recover any damages or additional payment from the Owner. However, it is the intent of this Contract that in all cases where the Contractor is substantially delayed, obstructed, or hindered in the execution of the Work through no fault of the Contractor and/or because of conditions beyond the Contractor's control, the Contractor may request a time extension in accordance with the procedures set forth in Section 17 above. Any time extensions granted under this Section shall be the exclusive remedy of the Contractor for delay, hindrance or obstruction occurring through no fault of the Contractor and/or because of conditions beyond the Contractor's control.

### **13. SUBLETTING AND ASSIGNMENT**

The Owner will not recognize any subcontractor on the Work. The Contractor shall at all times when work is in progress be represented either in person or by a qualified superintendent or other representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts and/or assignments with the Owner.

### **14. GUARANTEE**

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Owner and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Owner. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

### **15. NO ADVERTISING OR PUBLICITY**

Contractor shall not, without the prior written consent of Owner, use the Project, or any information related to the Project, including but not limited to photographs, renderings, descriptions, specifications, plans, drawings, or other materials related to the Project, for advertising, marketing, promotional, publicity, or any other commercial purposes. This prohibition includes, but is not limited to, the use of the Project in Contractor's portfolio, website, social media accounts, brochures, press releases, interviews, case studies, industry publications, trade shows, competitions, or any other form of public or private display or communication intended to promote Contractor's business interests.

## **C. FEDERAL REQUIREMENTS (IF APPLICABLE)**

### **1. GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

### **2. CIVIL RIGHTS – TITLE VI ASSURANCES**

#### **A. TITLE VI SOLICITATION NOTICE**

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### **B. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department Of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### **C. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

## CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

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2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **3. FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

**D. CONTRACTOR’S AFFIDAVIT – RELEASE AND WAIVER OF CLAIMS**

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

\_\_\_\_\_  
(Name)\_\_\_\_\_  
(Title)\_\_\_\_\_, being first duly sworn, deposes and says that:  
(Contractor)

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:

Project Name: SANDY PINES PARK “INITIAL PHASE” Project No.: 27-005

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full.
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project.
5. Notwithstanding the foregoing, if the City of Hickory or property of the City of Hickory is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the City of Hickory harmless for any amount which the City of Hickory is required to pay to discharge such lien or settle such claim and further will pay the City of Hickory's expenses, costs, and attorney fees incurred in connection therewith.
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the City of Hickory, its officers, employees and agents have been settled.
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the City of Hickory arising in any manner from the construction of the above-described project.

\_\_\_\_\_  
Contractor’s Signature

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

Signature of Notary \_\_\_\_\_

of \_\_\_\_\_ County, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

**E. STATE/COUNTY SALES/USE TAX STATEMENT**

PROJECT: \_\_\_\_\_

CONTRACTOR/SUBCONTRACTOR: \_\_\_\_\_

PERIOD COVERED: \_\_\_\_\_

| Vendor  | Address | Invoice # | Net<br>Invoice<br>Amount | 4.75%<br>State<br>Tax | 2.00%<br>Catawba<br>County<br>Tax | 2.25%<br>Alexander<br>County<br>Tax | 0.5%<br>Special<br>Tax | Other | County<br>Name |
|---------|---------|-----------|--------------------------|-----------------------|-----------------------------------|-------------------------------------|------------------------|-------|----------------|
|         |         |           |                          |                       |                                   |                                     |                        |       |                |
|         |         |           |                          |                       |                                   |                                     |                        |       |                |
|         |         |           |                          |                       |                                   |                                     |                        |       |                |
|         |         |           |                          |                       |                                   |                                     |                        |       |                |
|         |         |           |                          |                       |                                   |                                     |                        |       |                |
|         |         |           |                          |                       |                                   |                                     |                        |       |                |
| TOTALS: |         |           |                          |                       |                                   |                                     |                        |       |                |

I certify that the foregoing statement of sales tax paid in connection with the referenced contract does not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to, or in some manner become a part of the building or structure being erected, altered, or repaired for the governmental entities as defined by G.S. 105-164.14( c), and is to the best of his/her belief true and correct.

\_\_\_\_\_  
Contractor's Signature

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

Signature of Notary \_\_\_\_\_

of \_\_\_\_\_ County, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”  
 Project Number: 27-005

(rev. 11.05.2025)

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**SALES TAX CERTIFICATION INSTRUCTIONS:**

1. Save blank copies of this certification if awarded the project; Certification to be completed and submitted with each invoice sent to the City.
2. All completed certifications should be notarized at the time of completion; if there is no sales tax to report, then write “Labor Only” across the form and submit.
3. All columns should be totaled at the bottom of the form.
4. Incomplete forms will not be accepted and contract payment may be delayed.
5. It is very important that the sales tax is broken down between the applicable state and county portions; and that the name of the county (in which point of delivery occurred) be stated correctly.

**DESCRIPTION OF COLUMNS:**

|             |                                                                                                  |
|-------------|--------------------------------------------------------------------------------------------------|
| Vendor      | Name of the company to which the sales tax was actually paid                                     |
| Address     | Address of the company to which the sales tax was paid                                           |
| Invoice     | Invoice Number                                                                                   |
| Date        | Date of the Invoice                                                                              |
| Net Amount  | Net amount of the invoice (excluding tax)                                                        |
| State Tax   | Amount of sales tax for North Carolina                                                           |
| County Tax  | Amount of sales tax for the county                                                               |
| Special Tax | Amount of special sales tax paid to counties(only Mecklenburg, Durham, & Orange counties → 0.5%) |
| County Name | The name of the county which the goods changed hands                                             |

For questions, please call 828-323-7470.

CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”  
 Project Number: 27-005

(rev. 11.05.2025)

## F. CHANGE ORDER FORM

Change Order Number: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_  
 Contractor Address: \_\_\_\_\_

### Description of Change

| Item No. | Description | Cost (Addition/Deduction) |
|----------|-------------|---------------------------|
|          |             |                           |
|          |             |                           |
|          |             |                           |
|          |             |                           |
|          |             |                           |
|          |             |                           |

### Financial Summary

|                                        |  |
|----------------------------------------|--|
| Original Contract Amount               |  |
| Net Change by Previous Change Order(s) |  |
| Net Change by this Change Order        |  |
| New Adjusted Contract Price            |  |

### Schedule Summary

|                                                 |  |
|-------------------------------------------------|--|
| Original Contract Time                          |  |
| Contract Time Adjustments to Date               |  |
| Contract Time Adjustments for this Change Order |  |
| New Adjusted Contract Time                      |  |

This Change Order represents full and final settlement for time and money for the work set forth in this Change Order, including not only all direct costs of Contractor such as labor, material, job overhead, and profit markup but also any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct or general overhead, acceleration, material or other escalation which includes wages and other impact costs. The completion date, contract price and all other terms, covenants and conditions of the above referenced contract, except as duly modified by this and previous change orders, if any, remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF HICKORY – SANDY PINES PARK “INITIAL PHASE”

(rev. 11.05.2025)

Project Number: 27-005

---

**ACCEPTED:****CONTRACTOR:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Finance Director\_\_\_\_\_  
Date

NOTE: THIS FORM CHANGE ORDER IS PROVIDED FOR REFERENCE PURPOSES ONLY. THE OWNER RESERVES THE RIGHT TO MODIFY THE CHANGE ORDER FORMAT AS NECESSARY.

## **IV. PLANS AND SPECIFICATIONS**

Plans and Specifications for this Project are deemed to be incorporated herein.

See attached PLANS AND SPECIFICATIONS AS PREPARED BY Benesch, titled “Sandy Pines Park – Initial Phase”, dated August 26, 2026.

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**

**From: Sarah Greene, Library Director**

**Contact Person: Sarah Greene**

**Date: September 28, 2026**

**Re: Resolution Accepting Donation of Equipment for the Hickory Public Library**

**REQUEST**

To approve a resolution that authorizes Hickory Public Library to accept donations of equipment to benefit library services.

**BACKGROUND**

Library staff have established processes to accept monetary donations as well as library materials and other supplies. We do not have procedures in place that provide guidance in accepting equipment from individuals or businesses.

**ANALYSIS**

The ability to accept appropriate donations of equipment for use at the Hickory Public Library will further the library's mission, reduce public expenditures, and enhance the Library's facilities and services.

**RECOMMENDATION**

Staff recommends approval of the Resolution Accepting Donation of Equipment.

**BUDGET ANALYSIS:****Budgetary Action**

Is a Budget Amendment required?

Yes

☐

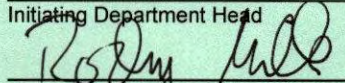
No

X

LIST THE EXPENDITURE CODE: N/A

**Reviewed by:**

Initiating Department Head



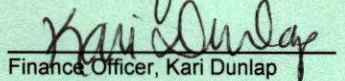
Asst. City Manager Rodney Miller

Date

9/28/26

Date

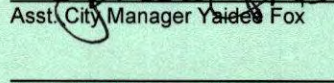
Finance Officer, Kari Dunlap



Date

9/30/26

Asst. City Manager Yvonne Fox

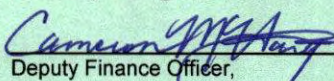


Asst. City Manager, Steve Miller

Date

9/29/26

Date

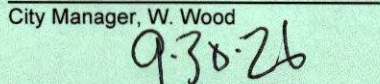
Deputy Finance Officer,  
Cameron McHargue

Date

9-29-26

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

City Manager, W. Wood



Date

9-30-26

**RESOLUTION NO. 26-\_\_****RESOLUTION ACCEPTING DONATION OF EQUIPMENT FOR THE HICKORY PUBLIC LIBRARY**

WHEREAS, the City of Hickory is a municipal corporation existing and operating pursuant to the laws of the State of North Carolina, including N.C. Gen. Stat. § 160A-11, *et seq.*; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-11, the City of Hickory has the authority to acquire and hold personal property conveyed, dedicated to, or otherwise acquired by the municipality; and

WHEREAS, the City Council recognizes that members of the public, businesses, civic organizations, and other entities may desire to donate equipment for use in the Hickory Public Library facilities; and

WHEREAS, the City Council finds that accepting appropriate donations of equipment for use at the Hickory Public Library will enhance the Library's facilities, promote the comfort and convenience of users, reduce public expenditures, and further the public purposes for which the Library is operated.

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

1. The Hickory Public Library is authorized to solicit and accept donations of equipment for use in the library facilities, provided that all donated equipment is suitable for its intended use and consistent with the operational needs and aesthetic standards of the Library.
2. The City Manager, or the City Manager's designee, including the Library Director, is authorized to accept donations of equipment on behalf of the City of Hickory without further action by the City Council, provided the donation imposes no material financial obligation or legal condition upon the City.
3. The City reserves the right to decline any proposed donation that is determined to be unsuitable, impractical, incompatible with Library operations, or otherwise not in the best interests of the City. Acceptance of donated equipment shall not obligate the City to retain, display, or use the equipment for any specific period of time.
4. Upon acceptance, donated equipment shall become the property of the City of Hickory and may be used, relocated, stored, repaired, replaced, or disposed of in accordance with applicable law and City policies.
5. The City Manager and Library Director are authorized to establish reasonable procedures governing the solicitation, evaluation, acceptance, inventory, use, maintenance, and disposition of donated equipment consistent with this Resolution.
6. The Library Director is authorized to establish a donor recognition program for donations accepted pursuant to this Resolution, including the use of plaques or other appropriate

acknowledgments. Any donor recognition shall be tasteful, consistent with the character of the Library, and subject to the approval of the City Manager.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2026

[AFFIX SEAL]

**THE CITY OF HICKORY**

ATTEST:

By: \_\_\_\_\_  
Hank Guess, Mayor

\_\_\_\_\_  
Debbie D. Miller, City Clerk

**BUDGET REVISION # 6**

**BE IT ORDAINED** by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2027 and for the duration of the Project Ordinances noted herein.

| <b>SECTION 1.</b> To amend the General Fund within the FY 2026-27 Budget Ordinance, the expenditures shall be amended as follows: |                |          |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------|----------|
| FUNCTIONAL AREA                                                                                                                   | INCREASE       | DECREASE |
| Culture & Recreation                                                                                                              | 197,861        |          |
| Public Safety                                                                                                                     | 67,645         |          |
| Other Financing Uses                                                                                                              | 213,789        |          |
| <b>TOTAL</b>                                                                                                                      | <b>479,295</b> | <b>-</b> |
| To provide funding for the above, the General Fund revenues will be amended as follows:                                           |                |          |
| FUNCTIONAL AREA                                                                                                                   | INCREASE       | DECREASE |
| Sales and Services                                                                                                                | 39,378         |          |
| Miscellaneous                                                                                                                     | 81,050         |          |
| Other Financing Sources                                                                                                           | 358,867        |          |
| <b>TOTAL</b>                                                                                                                      | <b>479,295</b> | <b>-</b> |

| <b>SECTION 2.</b> To amend the Insurance Fund within the FY 2026-27 Budget Ordinance, the expenditures shall be amended as follows: |               |               |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| FUNCTIONAL AREA                                                                                                                     | INCREASE      | DECREASE      |
| General Government                                                                                                                  |               | 28,011        |
| Other Financing Uses                                                                                                                | 28,011        |               |
| <b>TOTAL</b>                                                                                                                        | <b>28,011</b> | <b>28,011</b> |

| <b>SECTION 3</b> To amend the Sandy Pines Park (#62010) Grant Project Ordinance, the expenditures shall be amended as follows: |                |          |
|--------------------------------------------------------------------------------------------------------------------------------|----------------|----------|
| FUNCTIONAL AREA                                                                                                                | INCREASE       | DECREASE |
| General Capital Projects                                                                                                       | 213,789        |          |
| <b>TOTAL</b>                                                                                                                   | <b>213,789</b> | <b>-</b> |
| To provide funding for the above, the Sandy Pines Park (#62010) revenues will be amended as follows:                           |                |          |
| FUNCTIONAL AREA                                                                                                                | INCREASE       | DECREASE |
| Other Financing Sources                                                                                                        | 213,789        |          |
| <b>TOTAL</b>                                                                                                                   | <b>213,789</b> | <b>-</b> |

**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 \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office

**From:** Planning and Development

**Contact Person:** Cal Overby, Planning Manager

**Date:** September 24, 2026

**Re:** Consideration of Rezoning Petition 26-08

**REQUEST**

Conduct public hearing to consider Rezoning Petition 26-08.

**BACKGROUND**

The City of Hickory, property owner, has petitioned for the rezoning of properties located at 964 and 970 Airport Rhodhiss Road and including an unaddressed parcel to the east, which total 24.39 area in total size. The request is to rezone the properties from Burke County R-3 Residential to City of Hickory Planned Development (PD). The petition originates as part of the recent annexation of the subject properties.

**ANALYSIS**

The properties are currently zoned R-3 Residential by Burke County. Burke County's zoning ordinance describes this district as: *A less restrictive residential district allowing a broader range of residential uses including Class A and Class B manufactured homes. A variety of compatible non-residential uses are allowed in areas that may be less suburban in nature.*

The City requests the properties be rezoned Planned Development (PD). The City's intention is to use the properties for the location of the future Catawba River Environmental Education Center (CREEC). This facility will be open to the public for educational and recreational purposes. The plan involves the renovation and construction of buildings, trails and parking areas to support the Center's mission.

**RECOMMENDATION**

The Hickory Regional Planning Commission held a hearing on September 23, 2026 to consider the petition. There were no speakers during the hearing.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition was neither consistent nor inconsistent with the Hickory by Choice 2030 Comprehensive Plan, as the properties were not located in the plan's study area. Burke County's ordinances for the area were examined, and parks and similar facilities would be permitted as the properties are currently zoned. While this isn't a recommendation from the City's comprehensive plan, it is an indication the properties, prior to annexation, were foreseen as possibly containing the same or similar use being proposed.

Given these factors, the Hickory Regional Planning Commission found the petition to be reasonable, and unanimously recommended City Council approval.

**CITIZEN INPUT**

As of September 24, 2026, staff has not received any inquiries regarding this petition.

**BUDGET ANALYSIS:****Budgetary Action**

Is a Budget Amendment required?

Yes

☐

No

☒**LIST THE EXPENDITURE CODE:****Reviewed by:**

Brian M. Frazier  
Initiating Department Head

09/24/2026

Date

R. Miller  
Deputy City Manager, R. Miller

9/28/26

Date

Kari Dunlap  
Finance Officer, Kari Dunlap

9/30/26

Date

Yaldee Fox  
Asst City Manager, Yaldee Fox

9/29/26

Date

City Attorney, T. Swanson

Date

Asst. City Manager S. Miller

9-28-26

Date

Cameron McHargue  
Deputy Finance Officer,  
Cameron McHargue

9-29-26

Date

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

W. Wood  
City Manager, W. Wood

9-30-26  
Date

**CITY OF HICKORY  
APPLICATION FOR REZONING  
(PLANNED DEVELOPMENT OR CONDITIONAL ZONING DISTRICT)**

DATE SUBMITTED: 8-17-2026

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

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

1. The property be voluntarily annexed is located on Airport Rhodhiss Road between Drowning Creek and the Catawba County line and is shown in more detail on the attached survey.

PIN NO. (S) : (Burke County) 2783785060, 2783788894, 2783886713

Physical (Street) Address: 964 and 970 Airport Rhodhiss Road and vacant parcel to the east

2. The property is owned by: (please print) City of Hickory, North Carolina  
(Attach a copy of the most recent deed.)

Owner Information:

Name: City of Hickory

Address: P.O. Box 398, Hickory, NC 28603

Phone Number: 828-323-7412

3. The petition is submitted by: City of Hickory

Agent Information:

Name: City of Hickory

Address: P.O. Box 398 Hickory, NC 28603

Phone Number: 828.323.7412

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

Agent Information:

Name: Not Applicable / Same as Above

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

4. It is desired and requested that the foregoing property be REZONED:  
FROM: Burke County R-3 Residential TO: Planned Development
5. Please list any overlay districts that apply to the subject property: Lake Hickory WS-IV Critical Area Watershed (
6. Please list the current use(s) of the property: Residential and Vacant Land
7. Specify the acreage of the proposed development: 24.39 Acres
8. Specify the intensity (gross square footage) and/or density (size and number of dwelling units) of the proposed development: To be determined

#### **Additional Required information**

##### **Planned Development Districts**

A Planned Development Master Land Use Plan must be submitted as part of all petitions to rezone to a Planned Development district. Such plan shall include maps and plans for the subject property that depicts the following items if relevant:

1. The name of the proposed Planned Development and the names of the developer and design professionals;
2. Scale, dimensions, date, north arrow;
3. General location of stormwater facilities;
4. General location, height, number of stories, floor area, orientation, setbacks and proposed land-uses of all structures;
5. Open space (designate public or private), floor area, recreation space and impervious surface area necessary to demonstrate conformance with applicable requirements;
6. Landscaping and buffering;
7. Any proposed property subdivision, including proposed future property lines;
8. Primary vehicular and pedestrian circulation system including all proposed exclusive storage bays, turn lanes, vehicular and pedestrian cross access points, points of ingress and egress for principal pedestrian, vehicle, bicycle, and transit;
9. Proposed street layout (both public or private);
10. Location of all parking, loading, area and number of parking spaces in parking lots;
11. Location, height, dimensions and type of all signs; and
12. Locally or nationally recognized historic structures.

### Conditional Zoning Districts

Conditional Zoning can be applied in conjunction with any base zoning district. Applicants petitioning to rezone to a conditional zoning district must meet all the requirements of the underlying zoning district. All applicants must include a list of additional conditions to be placed upon the subject property with their application. Depending on the complexity of the conditions proposed, a site plan similar to the Master Land Use Plan described above may be required.

#### 4. OWNER'S AFFIDAVIT

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

Warren Wood - City Manager

Printed Name of Property Owner(s)

*Warren Wood*

Signature of Property Owner(s)

P.O. Box 398 Hickory, NC 28603

Address of Property Owner(s)

828.323.7413

Telephone Number of Property Owner(s)

State of North Carolina - County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Warren Wood personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and notarial stamp or seal, this 17th day of August, 2026.

My Commission Expires: 11.02.2027

*Crystal B. Mundy*  
Notary Public

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



## HICKORY REGIONAL PLANNING COMMISSION ZONING MAP AMENDMENT CONSISTENCY STATEMENT

On September 23, 2026 the Hickory Regional Planning Commission conducted a hearing for the purpose of considering Rezoning Petition 26-08. Upon consideration, the Hickory Regional Planning Commission found:

The properties are not located within an area strategized as a growth area by the comprehensive plan when it was finalized in 2011. Since this time the city has grown into northeastern Burke County. Burke County's ordinances for the area were examined, and parks and similar facilities would be permitted as the properties are currently zoned. While this isn't a recommendation from the City's comprehensive plan, it is an indication the properties, prior to annexation, were foreseen as possibly containing the same or similar use being proposed.

Given these factors, the rezoning of the properties to Planned Development is neither consistent nor inconsistent with the findings and recommendations of the Comprehensive Plan. However, the rezoning and future use would be compliant with the current zoning.

Based upon these findings, the Hickory Regional Planning Commission has found the request to be a reasonable request given the current circumstances.

William H. Pekman MD  
Dr. Bill Pekman, Vice-Chairman

9.23. 2026  
Date

## REZONING ANALYSIS

**PETITION:** 26-08

**APPLICANT:** City of Hickory

**AGENT:** City of Hickory

**PROPERTY LOCATION:** 964 and 970 Airport Rhodhiss Road and including an unaddressed parcel to the east.

**PIN NUMBERS:** (Burke County) 2783785060, 2783788894, 2783886713

**WARD:** The subject properties are located in Ward 5 (Councilwoman Dula).

**ACREAGE:** 24.39 acres

**REQUESTED ACTION:** Rezone the properties from Burke County R-3 Residential to City of Hickory Planned Development (PD)

**BACKGROUND:** The City owned properties were recently annexed, and the City requests the properties be rezoned to Planned Development to facilitate the construction of the Catawba River Environmental Education Center (CREEC).

**DEVELOPMENT POTENTIAL:** The properties are currently zoned R-3 Residential by Burke County. Burke County's zoning ordinance describes this district as: *A less restrictive residential district allowing a broader range of residential uses including Class A and Class B manufactured homes. A variety of compatible non-residential uses are allowed in areas that may be less suburban in nature.*

The City requests the properties be rezoned Planned Development (PD). The City's intention is to use the properties for the location of the future Catawba River Environmental Education Center (CREEC). This facility will be open to the public for educational and recreational purposes. The plan involves the renovation and construction of buildings, trails and parking areas to support the Center's mission.

**REVIEW CRITERIA:** In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the Hickory Comprehensive Land Use and Transportation Plan (Hickory by Choice 2030) and the stated Purpose and Intent of this Land Development Code;

The properties are not located within an area strategized as a growth area by the comprehensive plan when it was finalized in 2011. Since this time the city has grown further into northeastern Burke County. Burke County's ordinances for the area were examined, and parks and similar facilities would be permitted as the properties are currently zoned. While this isn't a recommendation from the City's comprehensive plan, it is an indication the properties, prior to annexation, were foreseen as possibly containing the same or similar use being proposed.

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

The requests is to rezone the properties to Planned Development (PD) with the intention of being used for the location of an environmental education center. The center itself, as depicted on the overall development plan, has a small footprint, and preserves much of the property as open space.

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resources and governmental expenditures.

The area is predominately residential in nature. The requested rezoning is to allow for a Planned Development consisting of a public park and educational center. Facilities of this type provide a direct quality of life benefit for citizens and nearby residents. The expenditures put toward the facility will further this public benefit.

When the properties were evaluated for annexation, it was determined public resources were not expected to be negatively impacted.

- Regulate the type and intensity of development; and

The current land use pattern of the immediate area is residential in nature. Public resources to provide critical services have been determined to be in place to serve the properties, now and into the future.

- Ensure protection from fire, flood and other dangers.

Development on the subject properties will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protection is provided to ensure surrounding residents, and property is adequately protected as prescribed by law.

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

- **North:** Lake Hickory (Catawba River) abuts the properties to the north.
- **South:** The properties are zoned R-3 Residential by Burke County and occupied by residences.
- **East:** The properties are zoned R-3 Residential by Burke County and occupied by residences.
- **West:** The properties are zoned R-2 Residential by Burke County and occupied by residences.

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

The current Burke County R-3 Residential district permits parks and public facilities. The rezoning is being put forward to assign city zoning after the properties have been annexed. With the proposed use of the properties being a park and educational center, the future use of the properties would comply with the current zoning.

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

The rezoning and future use of the properties are not expected to have major impacts on the surrounding area. Lighting and noise from groups and visitors may occur but are not anticipated to be significant.

5. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire, and police protection to fall below acceptable levels.

Public resources to provide critical public services have been determined to be in place and will not be negatively impacted by the rezoning.

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

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

#### **RECOMMENDED ACTION:**

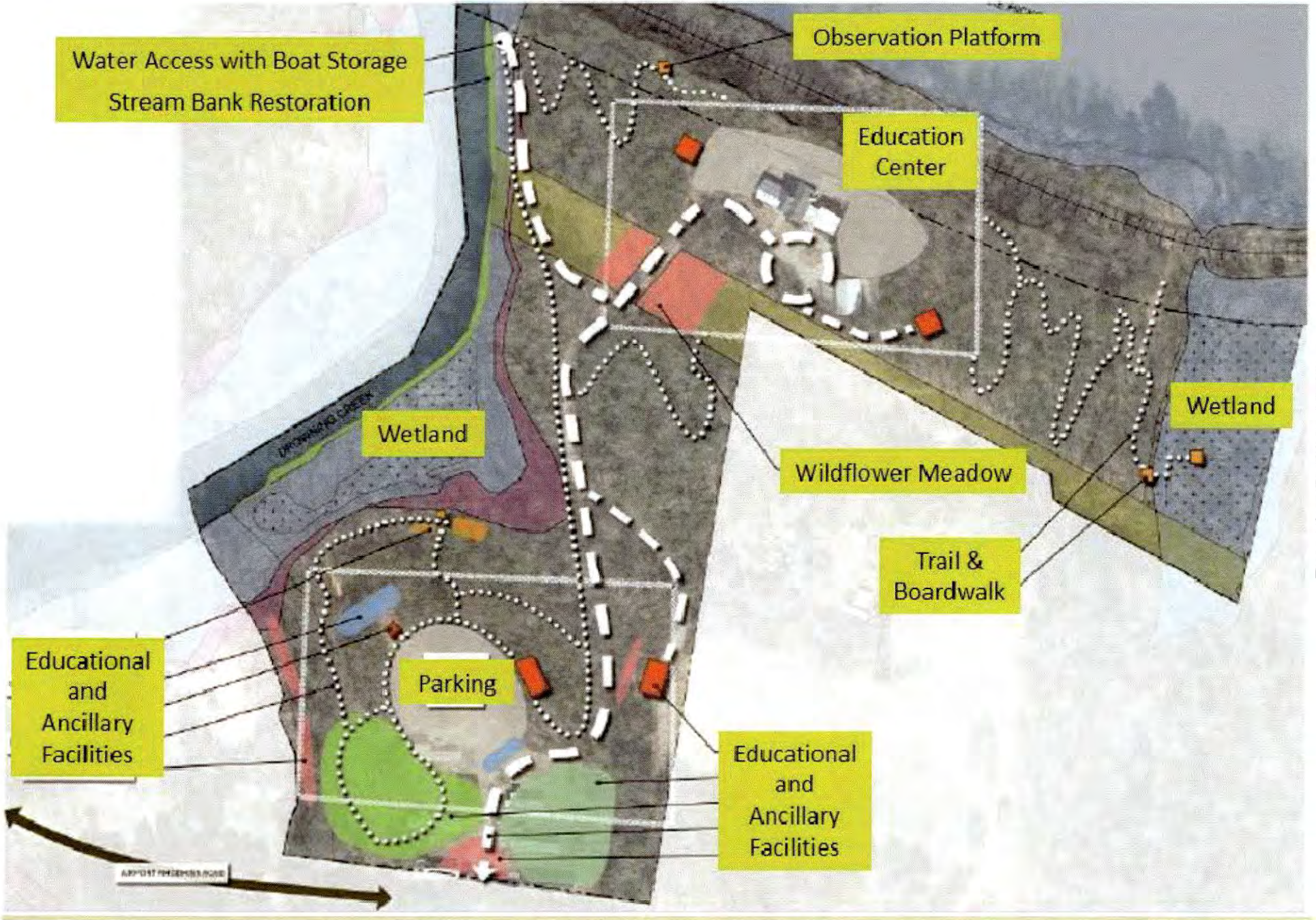
The Hickory Regional Planning Commission held a hearing on September 23, 2026 to consider the petition. There were no speakers during the hearing.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition was neither consistent nor inconsistent with the Hickory by Choice 2030 Comprehensive Plan, as the properties were not located in the plan's study area. Burke County's ordinances for the area were examined, and parks and similar facilities would be permitted as the properties are currently zoned. While this isn't a recommendation from the City's comprehensive plan, it is an indication the properties, prior to annexation, were foreseen as possibly containing the same or similar use being proposed.

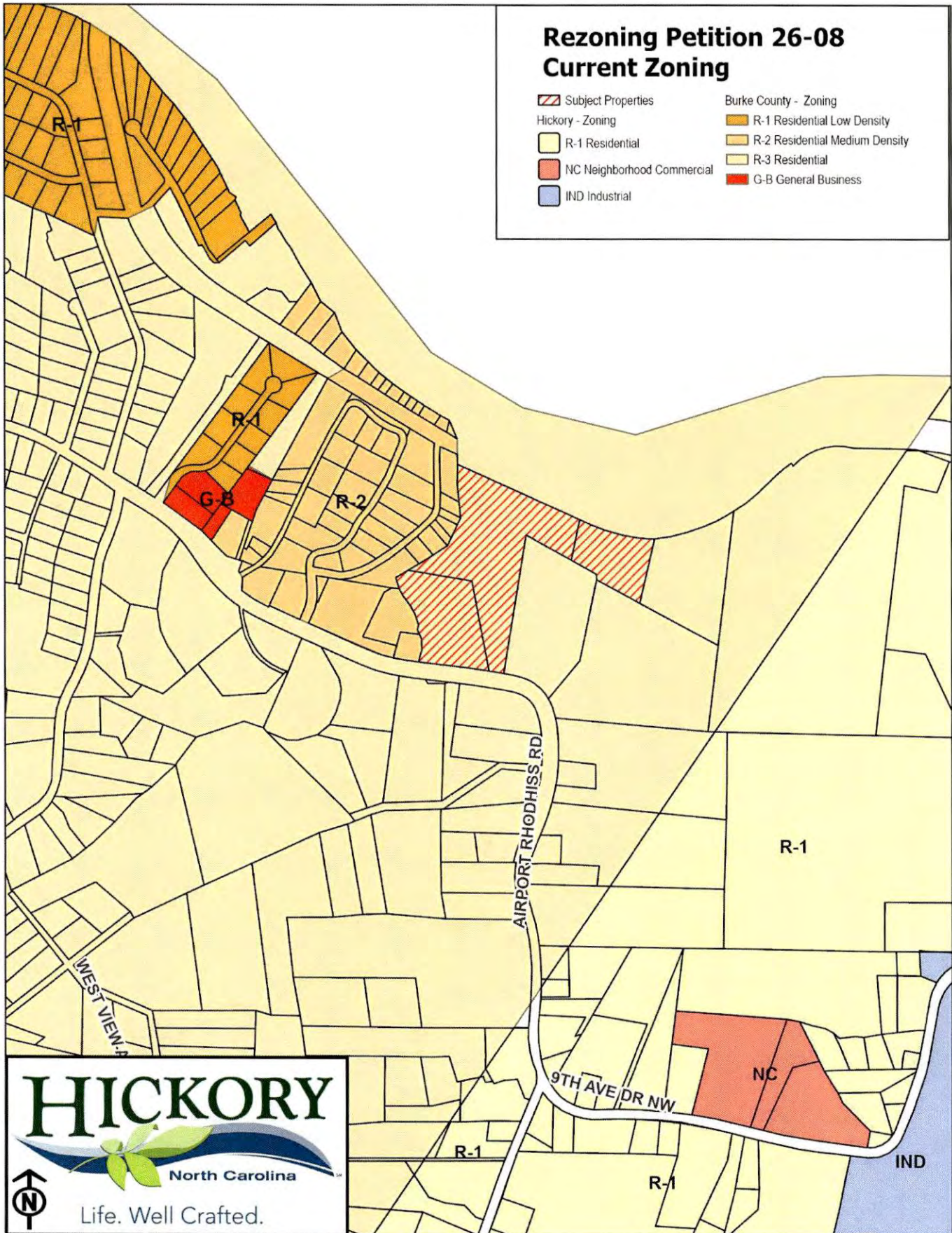
Given these factors, the Hickory Regional Planning Commission found the petition to be reasonable, and unanimously recommended City Council approval.

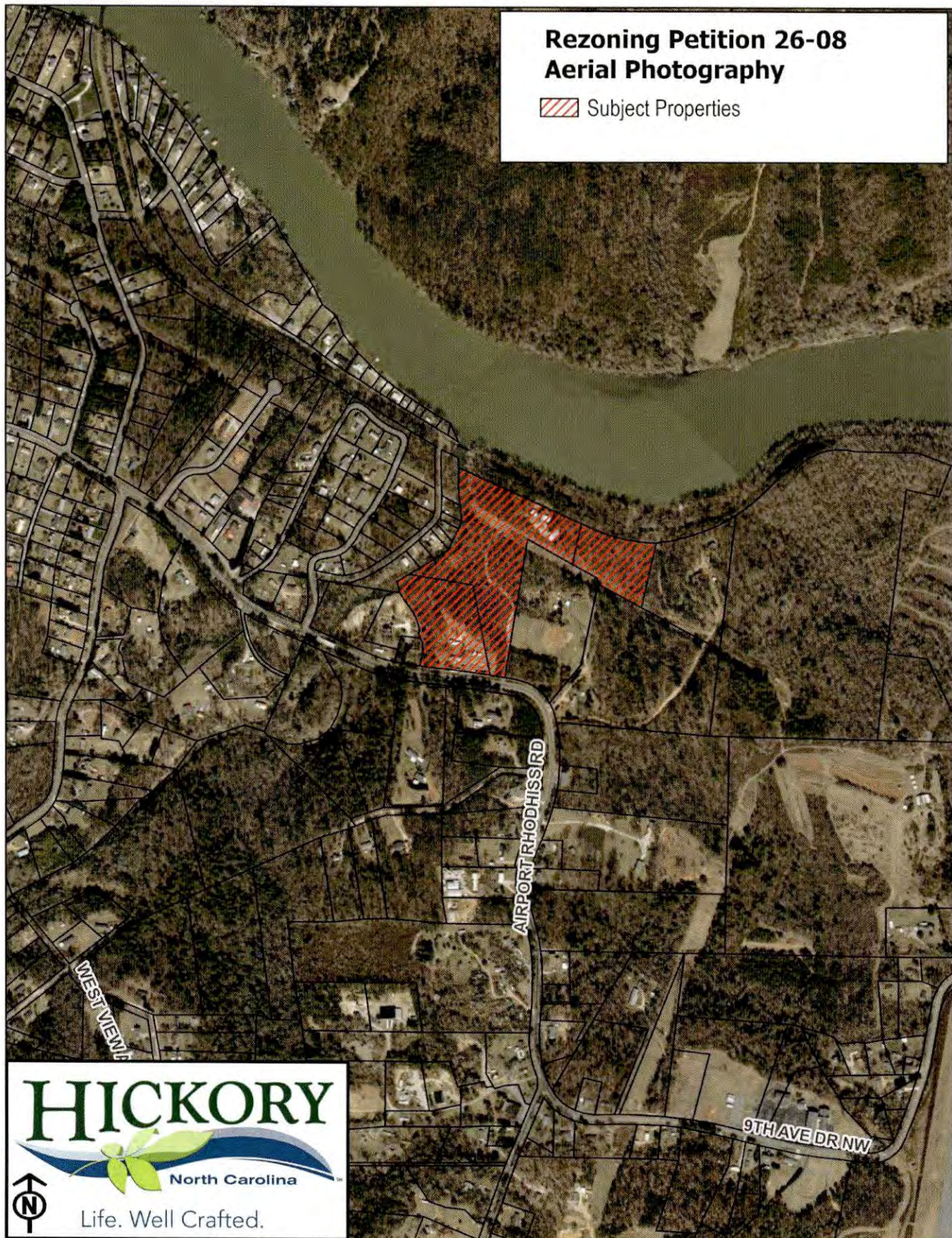
#### **CITIZEN INPUT:**

As of September 24, 2026, staff has not received any inquiries regarding this petition.



Rezoning Petition 26-08  
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## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE OFFICIAL HICKORY ZONING ATLAS TO REZONE +/- 24.39 ACRES OF PROPERTY LOCATED AT 964 AND 970 AIRPORT RHODHISS ROAD AND INCLUDING AN UNADDRESSED PARCEL TO THE EAST. FROM BURKE COUNTY R-3 RESIDENTIAL TO PLANNED DEVELOPMENT.**

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

WHEREAS, the property owner has petitioned to rezone +/- 24.39 acres of property located at 964 and 970 Airport Rhodhiss Road and including an unaddressed parcel to the east, more particularly described on **Exhibit A** attached hereto, to Planned Development, a concept plan for which is shown as **Exhibit B**, and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a hearing on September 23, 2026, and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires findings the proposed rezoning is in response to changing conditions and is reasonably necessary to promote public health, safety and general welfare;

WHEREAS, the City Council has found Petition 26-08 to be neither consistent nor inconsistent with the Hickory by Choice 2030 Comprehensive Plan; and

WHEREAS, the City Council has found the rezoning of the properties as proposed is a reasonable action, as the proposed use of the properties would be permissible by the current Burke County zoning.

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

## **SECTION 1. FINDINGS**

### **1. Implement the Hickory by Choice 2030 Comprehensive Plan.**

The properties are not located within an area strategized as a growth area by the comprehensive plan when it was finalized in 2011. Since this time the city has grown into northeastern Burke County. Burke County's ordinances for the area were examined, and parks and similar facilities would be permitted as the properties are currently zone. While this isn't a recommendation from the City's comprehensive plan, it is an indication the properties, prior to annexation, were foreseen as possibly containing the same or similar use being proposed.

### **2. Preserve and protect land, air, water and environmental resources and property values.**

The requests is to rezone the properties to Planned Development (PD) with the intention of being used for the location of an environmental education center. The center itself, as depicted on the overall development plan, has a small footprint, and preserves much of the property as open space.

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Hickory City Council

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3. Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resources and governmental expenditures.

The area is predominately residential in nature. The requested rezoning is to allow for a Planned Development consisting of a public park and educational center. Facilities of this type provide a direct quality of life benefit for citizens and nearby residents. The expenditures put toward the facility will further this public benefit.

When the properties were evaluated for annexation, it was determined public resources were not expected to be negatively impacted.

4. Regulate the type and intensity of development; and

The current land use pattern of the immediate area is residential in nature. Public resources to provide critical services have been determined to be in place to serve the properties, now and into the future.

5. Ensure protection from fire, flood and other dangers.

Development on the subject properties will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protection is provided to ensure surrounding residents, and property is adequately protected as prescribed by law.

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

**SECTION 3.** This Ordinance shall become effective upon adoption.

ORDAINED by the City Council of Hickory, North Carolina, this, the \_\_\_\_ day of \_\_\_\_\_, 2026.

(SEAL)

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

**Attest:**

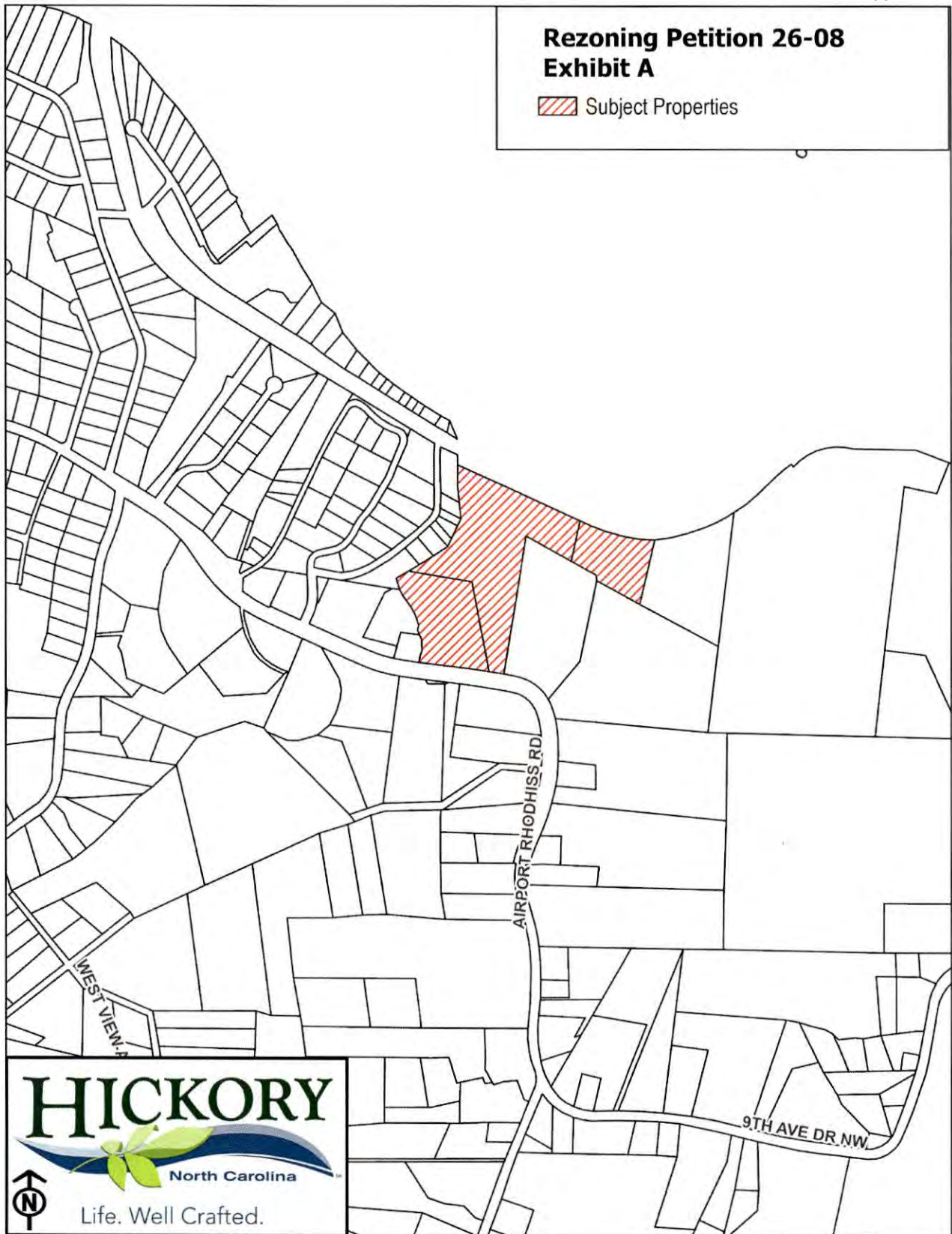
By: \_\_\_\_\_  
Hank Guess, Mayor

\_\_\_\_\_  
Debbie D. Miller, City Clerk

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2026.

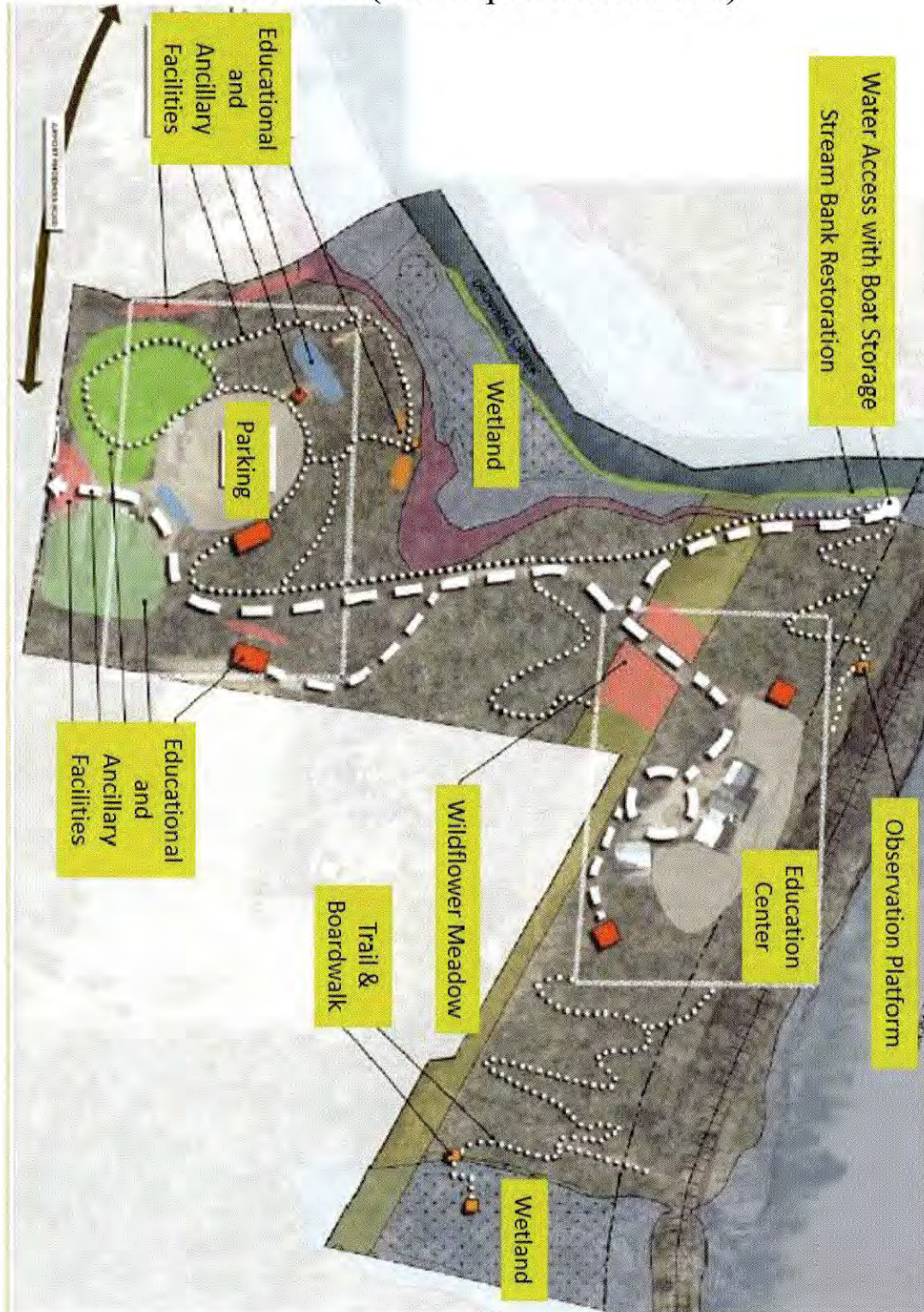
\_\_\_\_\_  
Attorney for the City of Hickory

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## Exhibit B (Concept Master Plan)



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**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO SUPPORT THE**

**CATAWBA-WATEREE RIVER BASIN INTEGRATED WATER RESOURCES PLAN  
(DATED OCTOBER 6, 2026)**

**AS DEVELOPED BY THE CATAWBA-WATEREE WATER MANAGEMENT GROUP**

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WHEREAS, the City of Hickory participates in the Catawba-Wateree Water Management Group (CWWMG), a collaborative organization representing member entities committed to sustainable water resource management; and

WHEREAS, recent science and engineering studies indicate that several reservoirs within the Catawba-Wateree Basin could experience significant water supply limitations under certain drought conditions during the 21<sup>st</sup> century, underscoring the need for proactive planning and collaborative work; and

WHEREAS, the CWWMG has developed the Integrated Water Resources Plan (IWRP) using the best available data and projections to identify water quantity and quality issues, evaluate potential strategies to address these challenges, and implement practical, basin-wide solutions; and

WHEREAS, the IWRP reflects historical and current conditions along with reasonable forecasts to support informed planning, and is intended to be a neutral, analytical document presenting facts and possible scenarios without advocating for any particular outcome; and

WHEREAS, supporting the IWRP reflects consensus with the findings and intent of the document and does not preclude or restrict member organizations or any other organization that signs this resolution of support from initiating, participating in, or responding to any future regulatory proceedings (including but not limited to interbasin transfer certificate processes) in any way it chooses; and

WHEREAS, implementing actions called for in the IWRP will require long-term, coordinated efforts across the Basin and could take decades to successfully complete; and

WHEREAS, our representatives have actively participated in the development of the IWRP by providing input into the scope of work, science and engineering analysis, future modeling scenarios and results, and the recommendations presented; and

WHEREAS, we believe the IWRP findings and recommendations are consistent with protecting, preserving, and extending the available water supply for all those who depend, or will depend, on the Catawba-Wateree River Basin for a safe, sustainable water supply; and

WHEREAS, basin-wide implementation of the recommendations presented in the IWRP offers the opportunity to extend available water yields well into the future:

NOW, THEREFORE, BE IT RESOLVED that the City of Hickory hereby supports the 2025 Catawba-Wateree River Basin Integrated Water Resources Plan and the recommendations presented therein as a framework for collaborative action to support a sustainable water future for generations to come.

Adopted this the 6<sup>th</sup> day of October 2026.

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ATTEST:

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Hank Guess, Mayor

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Debbie D. Miller, City Clerk