A G E N D A

HICKORY CITY COUNCIL

October 20, 2026

HICKORY
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6:00 p.m.

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

Hickory City Council
76 North Center Street

October 20, 2026
6:00 p.m.

I. Call to Order

II. Invocation by Reverend Dr. Nick Perrin, Senior Pastor, Corinth Reformed Church

III. Pledge of Allegiance

IV. Special Presentations

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of October 6, 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 6. **(First Reading Vote: Unanimous)**

B. 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. **(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 to Designate an Agent for Grant Management and Agreements for HUD Community Project Funding (CPF) Grant B-26-CP-NC-1309 for Fire Station Upgrades. **(Exhibit VIII.A.)**

Staff requests Council approval to designate an agent to manage grant documents and agreements for HUD Community Project Funding (CPF) Grant B-26-CP-NC-1309 for Fire Station Upgrades. In 2024, the Hickory Fire Department applied through Senator Thom Tillis for $1,383,000 in CPF appropriations to support fire station upgrades, including a new alerting system. In spring 2026, the City was notified that Congress approved the request. HUD administers CPF grants through the Disaster Recovery Grant Reporting (DRGR) system, which requires the submission and signature of certain federal documents prior to issuing the final grant agreement. Designating an authorized agent will streamline this process. Once HUD prepares the $1,383,000 grant agreement in the DRGR portal, staff will present it to Council for formal acceptance and approval. Staff recommends Council

approval of the designation of an agent for HUD CPF Grant B-26-CP-NC-1309 for Fire Station Upgrades.

B. Acknowledgment of Publication of Notice of Conflict of Interest Stemming from a Nonprofit's Application for Funding from the City's Community Development Block Grant Program. **(Exhibit VIII.B.)**

Staff requests Council's acknowledgement of the published notice regarding a potential conflict of interest associated with an application for Community Development Block Grant (CDBG) funding. The City of Hickory participates in the U.S. Department of Housing and Urban Development's CDBG program, which allows funding to eligible nonprofit organizations. The City has received an application from a nonprofit that has a City Council member serving on its Board of Directors. Under federal regulations (24 C.F.R. § 570.611), the City must publicly disclose potential conflicts of interest in connection with CDBG Public Service Activities funding. In compliance, the City has issued a public notice describing the potential conflict. The notice has been posted on the City's website, City Hall, Patrick Beaver Memorial Library, and Ridgeview Library. Staff requests Council's acknowledgement of the publication of this required conflict-of-interest notice.

C. Approval of a Priority Use Agreement with Catawba Valley Youth Soccer Association for Priority Use of the Henry Fork River Park Soccer Complex. **(Exhibit VIII.C.)**

Staff requests City Council's approval of the Priority Use Agreement with Catawba Valley Youth Soccer Association (CVYSA) for priority use of the Henry Fork River Park Soccer Complex (HFRP). CVYSA and the City have partnered since 2000. The organization provides youth travel soccer for approximately 600 players each season and has contributed financially to the park's development. The proposed ten-year agreement grants CVYSA priority use of five of the ten soccer fields at HFRP. As part of the agreement, CVYSA will contribute $100,000 toward construction of Field #11, with payments of $25,000 annually from 2026–2030 and $30,000 annually from 2031–2035. The total contribution over the term of the agreement is $375,000. Parks, Recreation & Sports Tourism recommends City Council's approval of the Priority Use Agreement with CVYSA.

Notice of the priority use agreement was advertised in a newspaper having general circulation in the Hickory area on September 10, 2026.

D. Request to Award Service Weapon(s) and Badge(s) to MPO Kongpheng Lo and MPO Scott Cote upon their Retirement from the Hickory Police Department. **(Exhibit VIII.D.)**

The Hickory Police Department requests that City Council award Master Police Officer Kongpheng Lo his service weapon (Glock Model 45, Serial No. CDAM854) and badge upon his retirement on October 1, 2026, and award Master Police Officer Scott Cote his service weapon (Glock Model 45, Serial No. CDAM806) and badge upon his retirement on November 1, 2026. Master Police Officer Kongpheng Lo will retire from the Hickory Police Department after completing over 25 years of qualifying service to the citizens of Hickory. Master Police Officer Scott Cote will retire after completing over 14 years of qualifying service. Pursuant to North Carolina General Statutes, City Council may award service weapons and badges to officers upon their retirement from the Hickory Police Department. Upon Council approval, the service weapons and badges will be declared surplus and removed from the City's fixed asset inventory. Staff recommends approval to award the service weapons and police badges to Master Police Officers Kongpheng Lo and Scott Cote in recognition of their dedicated service to the City of Hickory.

E. Approval of a Community Appearance Grant for Non-Residential Property Owned by Crystal Rogers Located at 310 4th Street SW, Hickory. **(Exhibit VIII.E.)**

The Community Appearance Commission recommends that City Council approve a Community Appearance Grant in the amount of $5,790 for property owned by Crystal

Rogers located at 310 4th Street SW. The project includes repainting, siding replacement, landscaping improvements, and updates to the sidewalk and ADA-compliant ramp. The lowest project estimate totals $15,080, qualifying the request for up to $7,500. Based on the project's overall impact, the Community Appearance Commission recommends funding in the amount of $5,790. The property is within the Urban Revitalization Area and has an assessed tax value of $177,900. The Community Appearance Commission unanimously recommended funding the grant application in the amount of $5,790 and recommend Council's approval of the grant.

F. Approval of Amendment Number 2 to the Professional Services Agreement with KCI Technologies, Inc. in the Amount of $366,900 for Water Infrastructure Improvements. **(Exhibit VIII.F.)**

Staff requests Council's approval of amendment number 2 to the Professional Services Agreement with KCI Technologies, Inc. for the Directed Appropriations Project – Hickory-Longview Elevated Storage Tank Engineering and Design, West Hickory Elevated Storage Tank improvements, and Water Treatment Facility upgrades in the amount of $366,900. Amendment number 2 consist of two separate resiliency projects: 1) upgrades to the Water Treatment Facility finished water pump station - $264,900; 2) improvements to the West Hickory Elevated Storage Tank - $102,000. Staff recommends Council's approval of amendment number 2 to the Professional Services Agreement with KCI Technologies Inc. in the amount of $366,900.

G. Approval of Amendment Number 2 to the Professional Services Agreement with Freese and Nichols, Inc. for the NW Sewer Extension Design, in an Amount not to Exceed $261,400. **(Exhibit VIII.G.)**

Staff requests Council's approval of amendment number 2 to the Professional Services Agreement with Freese and Nichols, Inc., for the Northwest Sewer Extension Design, in an amount not to exceed $261,400. Amendment number 2 provides for construction phase services, including project management, DWI coordination, construction administration, site inspections, and project closeout activities. These services are required to support the construction of a new gravity sewer line and lift station intended to serve the Airport area and facilitate future economic development. Staff recommends Council's approval of amendment 2 with Freese and Nichols, Inc. in the amount of $261,400.

H. Approval of a Resolution for Acceptance of a Milwaukee "Cut-Off Machine" Saw for use by the Hickory Police Department Special Operations Team. **(Exhibit VIII.H.)**

The Hickory Police Department requests City Council's approval of a Resolution authorizing the acceptance of a donated Milwaukee "Cut Off Machine" saw valued at $899 from Hickory Home and Garden. This specialized tool will enhance the Special Operations Team's ability to conduct tactical operations, perform rescues, and gain rapid access to structures during emergencies. The Police Department recommends Council's approval of the Resolution accepting the donation.

I. Approval of a Professional Services Agreement with McGill Associates, P.A. for Water Treatment Facility Clearwell Rehabilitation Evaluation and Design in the Amount of $104,200. **(Exhibit VIII.I.)**

Staff requests Council's approval of a Professional Services Agreement with McGill Associates, P.A., in the amount of $104,200 for evaluation and design services related to the clearwell rehabilitation at the Water Treatment Facility. The project will address structural and coating deterioration by developing engineered plans for concrete repairs, surface preparation, and protective coating application. McGill Associates was selected through a formal RFQ process based on qualifications and project understanding. This project is included in the FY26-27 Water Treatment Facility Capital Improvement Plan.

J. Acceptance of the Bid and Award the Contract to T.P. Howard's Plumbing Co., Inc. in the Amount of $464,570 for Improvements to Miracle of Hickory Park. **(Exhibit VIII.J.)**

Staff requests Council's acceptance of the bid and approval of the contract with T.P. Howard's Plumbing Co., Inc. for improvements to Miracle of Hickory Park project. Plans began in 2022 for accessibility and amenity upgrades. The NC Division of Park & Recreation awarded a 5:1 matching grant fund to include parking improvements, accessible routes and restrooms, a shaded pavilion, an accessible stage, and related furnishings and landscaping. Benesch was selected in June 2025 to complete design and permitting. Following receipt of seven bids, T.P. Howard's Plumbing Co., Inc. was identified as the lowest responsive bidder with a total project cost of $464,570. Staff recommends Council approval of the contract to move forward with construction of these park enhancements.

K. Budget Revision Number 7. **(Exhibit VIII.K.)**

1. *To appropriate $1,628 in equipment sales towards the purchase of supplies for Parks and Public Properties.*
2. *To appropriate $150,000 in donation revenues towards construction expenses at the Catawba River Environmental Education Center.*
3. *To transfer $366,900 in construction funds originally received from the State of North Carolina for the Hickory-Longview Elevated Storage Tank Project to be used for additional design and engineering services with KCI Technologies.*
4. *To transfer $261,400 in construction funds from the NW Sewer Extension Project for additional design services with Freese and Nichols Inc.*
5. *To appropriate a total of $169,200 in General Fund Balance to be used for additional construction services for the Miracle of Hickory Park Project and Sandy Pines Park Project.*

IX. Items Removed from Consent Agenda

X. Informational Items

XI. New Business

A. Public Hearings

B. Departmental Reports

1. Appointments to Boards and Commissions

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

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

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
Ward 4 (Freeman Appoints) (Wes Christopher resigned 10-13-26) 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. Adjournment

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

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

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

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, October 6, 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, Assistant City Manager Steve Miller, Assistant City Manager Yaidee Fox, City Attorney Timothy Swanson, Deputy City Clerk Crystal B. Mundy and City Clerk Debbie D. Miller

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

II. Invocation by Reverend Amanda Sowards, Chief Executive Officer of Greater Hickory Cooperative Christian Ministry

III. Pledge of Allegiance

IV. Special Presentations

Mayor Guess commented that the 5th Class of Hickory 101 classmates had joined them this evening for the Council meeting. He asked the Class of Hickory 101 to raise their hands so they could recognize all of them and thank them for being present. He knew that they had their introduction to City government last week and they visited the Fire Department, and he thought their next visit was going to be out at the water and wastewater treatment plant. Most of them had been there, and that was another really exciting trip to make. He wanted to welcome them and thank them for their investment in the community, and they looked forward to them volunteering in the future, maybe. He welcomed them to the Council meeting this evening.

A. Presentation of a Proclamation for Fire Prevention Week October 4 – 10, 2026.

Mayor Guess asked Hickory Fire Chief Matthew Hutchinson and Hickory Fire Department Staff to the podium. He mentioned that they may or may not know that October, this week, starting the 4th through the 10th was Fire Prevention Week, and they wanted to make people aware of that and recognize the folks in the Fire Department. They may not know that several of the Fire Department members had received a lot of different awards in the last couple of weeks, and promotions, and he knew that they had a lot of training and different rescues. Perhaps after the presentation the Chief might allude to a couple of those real quick. He always wanted to recognize and thank their firefighters and all of their emergency services personnel for what they do each and every day. He knew that it was sometimes taken for granted, but they certainly did not want to be a part of that. Mayor Guess read and presented the proclamation. Photos were taken.

Hickory Fire Chief Matthew Hutchinson commented that he was sure the waste or waste sanitation would prefer no throwaway batteries in their systems because that was really bad, especially in the landfill.

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of September 15, 2026.

Alderman Freeman moved, seconded by Alderwoman Patton that the Minutes of September 15, 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 Dula moved, seconded by Alderwoman Patton that the following be reaffirmed and ratified on second reading. The motion carried unanimously.

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.

Alderwoman Dula requested Item “F” be removed from the consent agenda.

Alderman Seaver moved, seconded by Alderwoman Patton approval of the Consent Agenda with the exception of Item “F”. The motion carried unanimously.

A. Approved 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).

B. Approved the Issuance of Pyrotechnic Display Permits to PyroStar Entertainment for Fireworks Displays at Hickory Motor Speedway.

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. Approved 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.

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. Approved a Resolution for the Tentative Award to State Utility Contractors Inc. for the NW Sewer Extension Project in the Amount of $3,591,146.

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.

RESOLUTION NO. 26-50
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.

E. Accepted the Bid and Awarded the Contract to Eagle-Wood, Inc. in the Amount of $1,226,702 for Sandy Pines Park Phase One.

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. Removed from the Consent Agenda and Discussed under "IX. Items Removed from Consent Agenda." Approved a Resolution Accepting the Donation of Equipment for the Hickory Public Library.

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.

RESOLUTION NO. 26-51
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.

G. Approved on First Reading Budget Revision Number 6.

ORDINANCE NO. 26-32
BUDGET REVISION NUMBER 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 Ordinance noted herein.

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

FUNCTIONAL AREA	INCREASE	DECREASE
Culture & Recreation	197,861	-
Public Safety	67,645	-
Other Financing Uses	213,789	-
TOTAL	479,295	-

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	
TOTAL	479,295	

SECTION 2. 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	-
TOTAL	28,011	28,011

SECTION 3. 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	-
TOTAL	213,789	-

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	-
TOTAL	213,789	-

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 – Item “F”

City Manager Warren Wood explained this was a resolution, if adopted, accepting a donation of equipment for the Hickory Public Library, and it gives them the authority to accept donations moving forward. They had a situation where a citizen wanted to donate a mobility scooter to the library that they had, and that was how this came up.

Mayor Guess asked for any questions or discussion from Council.

Alderwoman Dula commented as the manager, he would have the final approval of any equipment that was donated?

City Manager Warren Wood responded yes.

Alderwoman Dula thought with a mobility scooter that somebody checked it, right?

City Manager Warren Wood advised it would have to go through the protocols to make sure it was safe and functional.

Alderwoman Dula commented that it could be any kind of equipment, not necessarily related to the function of the library?

City Manager Warren Wood commented just for simplicity's sake, City Council does not have to adopt the resolution, but it would be specific to the library. They get offers for donations from time to time.

Mayor Guess shared a little bit of background; he had received a call on that. It was a person who lived in the City and had been an educator, and it was a practically new device, and her spouse could not use it. She wanted to make good use of it. She had some connections and had worked in the library volunteering. She thought, from her experience, that would be a good use for it for people that needed it in that situation. She contacted Mayor Guess and wanted to donate that to the library.

Alderwoman Patton asked if there would be any liability issues?

Mayor Guess could not answer that question.

City Attorney Timothy Swanson responded no more than with anything else. Certainly, they would want to assess it and make sure it was in good operating condition. It was going to have the same liability that was attached to anything else that they own or operate.

Alderwoman Dula commented that the responsibility for operating would be on the operator. What if they have someone who gets on who does not really know how to operate it?

City Attorney Timothy Swanson thought they would want a separate contract or almost like a license agreement if it was going to be used. That would fall outside of the resolution scope. They would want indemnities, waivers within that for any user of that vehicle.

Mayor Guess asked if it was similar to when you go to Lowe's or somewhere like that and use a scooter?

City Attorney Timothy Swanson advised there was an assumption of risk component to it as well, but he thought they would want an express contract disclaimer.

Mayor Guess commented that did not have anything to do with what they were approving.

City Attorney Timothy Swanson commented this was purely a resolution to accept donations. That falls on the opposite side of it.

City Manager Warren Wood advised that the mobility scooter was how all this came up originally.

Alderwoman Williams asked if it was designated specifically for the library? Because she was almost wondering if that could be better used in a different facility where there was more walking. But she wanted it to go there.

Mayor Guess advised that she specifically asked that it be donated to the library. He did not know that that would be a deal breaker, but that was what she preferred.

City Manager Warren Wood advised the Mayor brought this to them.

Mayor Guess advised they had called him. He asked for any other questions or concerns.

Alderman Seaver moved, seconded by Alderwoman Williams approval of Item “F”. The motion carried unanimously.

X. Informational Items

XI. New Business

A. Public Hearings

1. Approved on First Reading 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.

   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.

City Manager Warren Wood asked Planning Manager Cal Overby to the podium to present Council with 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, totaling 24.39 acres, from Burke County R-3 residential to City of Hickory planned development.

Planning Manager Cal Overby gave a PowerPoint presentation. As City Manager Warren Wood said, this was City-owned property located on Airport Rhodhiss Road. It was currently zoned R-3 residential by Burke County. It was just shy of 24.39 acres, and the request was to rezone the property to planned development. He advised this property was annexed at Council's prior meeting with an effective date of September 30th. He referred to the PowerPoint and displayed a map pointing out the subject property. The property was R-1. He pointed out the location of the Hickory Regional Airport. All the zoning in this area was basically Burke County zoning. There was some R-2 residential zoning from Burke County, some R-3, and some general business. He displayed an aerial photo of the general vicinity. He pointed out Lake Hickory, some neighborhoods, and currently, there was a prior residence occupying part of the property. He pointed out the Caldwell Railroad running along the lakeshore, and part of the runway of Hickory Regional Airport. One map that he did not have was one for their Hickory by Choice plan map. The reason he did not provide this was because this property was not within the planning study area at that point in time. Since the plan was initially adopted in 2011, Hickory had grown into the northeastern portion of Burke County. There was not really a recommendation from the plan. However, he reviewed Burke County's ordinances prior to preparation of these reports, and Burke County's existing zoning of the property would permit parks and recreation centers very much like what was being considered by Council tonight. In terms of consistency, that was the best example that he could provide for Council. This was the overall proposed development plan for the property for the Catawba River Environmental Education Center (CREEC). He referred to the PowerPoint and pointed out the existing house that he mentioned earlier. This would be converted into an education center. At the top of the property near the Airport Rhodhiss Road, there would be a parking area and some ancillary buildings, some walking trails, and preservation of some wetlands in this area. There was a boat access on Drowning Creek, which was inward from the Caldwell rail line as well as the lakeshore there. He asked for any questions about the overall development plan?

Alderman Wood commented that he had talked about Burke County and their zoning and how there would not be any issues with that. What about watershed issues with any development that was made on this property?

Planning Manager Cal Overby advised this property was actually located in the critical area of the Lake Hickory WS4 watershed. Watershed requirements through the State of North Carolina defined development in two different ways for watersheds. One was percent development for low density and high density. For low density, which meant they do not use engineered stormwater control measures, they were allowed to cover 24% of the maximum property. If they use engineered stormwater control devices, they could cover 50% of the property, basically treating stormwater before it leaches back into the lake. However, if they take a look at the map and the plan, they were not getting anywhere close to the 24%. He hoped that he adequately answered his question.

Alderman Wood did not know all the constraints and restrictions that came with watershed under that. He did not know if that was going to be applicable when they started to do things.

Planning Manager Cal Overby commented no, sir. One interesting thing about this property watershed was typically they would have a riverine buffer, but their riverine buffer was a rail line. That was the one difference they would see here.

Planning Manager Cal Overby advised they analyzed the plan based upon Burke County's ordinance. This property would be allowed for that permitted purpose had it not been annexed into Hickory and remained in Burke County zoning. What was being proposed there could happen there anyway had the Council not acted to

annex and purchase the property. He did not see any foreseen issues with the property. The City has the necessary services in the area to serve the property once it was constructed and it was open to the public. Additionally, the Planning Commission reviewed this petition on September 26th and found it to be neither consistent nor non-consistent with the comprehensive plan but found it a reasonable action due to the permissible uses under the current County zoning for Burke County. The Planning Commission unanimously recommended approval. He asked for any other questions.

Mayor Guess asked for any other questions for 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.

OPPONENT

Mr. Gwyn Wilson, 2205 Creek View Drive, Hickory, NC, which was in Burke County directly across from this location. He did not oppose this. He had a question. The boat dock at the end, would the dock come into Drowning Creek?

City Manager Warren Wood advised he could answer that question.

Mayor Guess advised they would answer that after the public hearing. He asked if anyone else present would like to speak in opposition. No one else appeared. He asked if anyone present wanted to speak in favor of the proposal. No one appeared.

City Manager Warren Wood answered Mr. Wilson's question. Yes, there used to be a boat dock there. There would be some sort of structure, boat dock. It would not block that cove/creek, but it would be on the City side of the railroad tracks, and it would have to be approved by Duke Energy based on their standards. He realized there were other folks that have boat docks in that area there, so they were sensitive to that.

Mayor Guess closed the public hearing.

Alderwoman Patton moved, seconded by Alderman Seaver approval of rezoning petition 26-08. The motion carried unanimously.

ORDINANCE NO. 26-33

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.

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.

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

B. Departmental Reports

1. Approved 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.

City Manager Warren Wood advised the first departmental report was approval of a resolution in support of the Catawba-Wateree River Basin Integrated Water Resources Plan as developed by the Catawba-Wateree Management Group to be presented by Public Utilities Director Will Hamblin. These were done every 10 years, and out of the settlement agreement with Concord and Kannapolis when they went through an IBT 25 years ago, this was required once every 10 years. That was the origins of this report.

Public Utilities Director Will Hamblin gave a PowerPoint presentation. As City Manager Warren Wood said they were doing their 10-year update of the Integrated Water Resources Plan. He gave a quick acknowledgment and disclaimer as this was based on the best available data and projections put together in the last 5 years while they were creating this plan. All of the 21 member organizations had input. It was trying to be neutral and analytical. Also, it just does not preclude Hickory or any other member from any future regulatory proceedings, whether that was an increased withdrawal from Lake Hickory or any lake. It was not binding that would prevent them from future regulatory proceedings.

Public Utilities Director Will Hamblin shared a brief mission and vision statement of the Water Management Group. The mission was to collectively identify, fund, and implement projects that would extend the capacity of the Catawba-Wateree River to effectively serve the community while protecting and enhancing the ecological health of the basin. The vision statement was the Catawba-Wateree Water Management Group envisions a future with a sustainable water source achieved through proactive planning, cutting-edge research, and water shortage preparedness. It was made up of 21 members, and of the mainstem members, that was Duke Energy, and then the 20 utilities that have an intake on a reservoir in the Catawba Water Basin. Then there were utility members, which were the customers that those municipalities could serve, and there were also the associate members, which would be the commercial entities that also have withdrawals from the basin. He referred to the PowerPoint and displayed a graphic of the eleven lake systems managed as one by Duke Energy controlling the dams. It showed the surface and groundwater inflow, 3,752 million gallons per day, and then the discharge at Lake Wateree through the dam of 3,347 million gallons per day. He thought what was useful as far as what they were dealing with was that a lot of this was controlled by rainfall and evaporation, which they have no control over. The amount of withdrawals from public water supply, industries, power, and irrigation equaled 201 million gallons a day, and the evaporation from the basins was 204 million gallons a day. Essentially, the same amount that they were withdrawing was the same amount that was evaporating every day. It was a challenge and unpredictable as far as the available water in the basin. Another challenge was that droughts were more frequent. If they had average rainfall spaced evenly throughout the year, this would be a much easier system to manage, but that was not the luxury they have. As City Manager Warren Wood said, it was done every 10 years, but it was a 5-year process. It began back in December 2021. It was a $1.6 million investment; $500,000 came from North Carolina DEQ, and $500,000 came from South Carolina DES, and then the remainder came from the Water Management Group. That was part of the settlement agreement that both states would jointly fund this every 10-year update. The Water Management Group spurred out of the relicensing agreement in 2006 when Duke was asking for a renewal of their license to operate the lake system and for them to manage it as a group instead of just Duke being the sole person to provide input on how it was operated.

Public Utilities Director Will Hamblin discussed a few takeaways from the Integrated Water Resources Plan as far as meeting water demands for the next, 75 to 100 years. The two main key challenges were reliable access, which was water was not always available when and where it was needed, especially during drought conditions. Some of the limitations being the raw water intake depths, because there was usable storage below those intakes, but how do you access it for withdrawing for your water system? How they operate during low inflow protocols, which they were currently in and that coincides with the drought management strategies? The other key takeaway was the water quality aspect, which was sedimentation not only was affecting water quality, but it also affects water quantity as the storage was being reduced by the amount of sedimentation that runoff was generated and runs into the lake system through the tributaries. They have some recommended strategies to combat those. One interesting statistic was the amount of sediment deposited into the 11-lake system about 742,000 tons per year. That was a 231-mile-long train of tandem axle dump trucks essentially from here to Myrtle Beach full of 15 cubic yards each. That was just a visual of how much water storage was being reduced each year by sedimentation in the lake system. He referred to the PowerPoint and displayed another interesting graphic which modeled the drought of record from the 2006 to 2009 period. If that occurred again in these different timeframes as population growth and withdrawal projections show which lakes have some days below their critical water elevation. The critical water elevation was the elevation of the shallowest intake on the lake. There were several lakes that have 3 or 4 intakes on them. It was the elevation of the shallowest one, Lake Wylie, for instance, has a shallow commercial intake. That was why they have a more constrained future as far as whenever that intake was exposed and that becomes a critical portion of Lake Wylie. On Lake Hickory in 2035, if the drought of record occurred again, they could have some days below critical elevation. He referred to the graphic and pointed out the tannish color which was if they have three consecutive days below their critical elevation.

Public Utilities Director Will Hamblin discussed a few more of the recommendations from the Integrated Water Resources Plan, policy, and legislative regulatory. They were trying to advocate aligning laws, regulatory frameworks, and leadership accountability so basin-level water management was supported, not constrained. One example of that was to define the major river basins like South Carolina does instead of having sub-basins like North Carolina does to try to reduce the effects of the sub-basin IBTs, which there were multiple,

Hickory has one where they discharge in the Henry Fork River. Hickory was located on a ridgeline, so when they discharge water on the other side of the train tracks that goes into the Henry Fork River but comes back into the mainstream of Catawba down at Lake Wylie. That was an example of a subbasin, but it was treated like an IBT, but it was trying to have policies to reduce some of those constraints. Also, planning regional coordination so land use conservation and water supply planning work together instead of silos. That could be through zoning and repairing buffer requirements along tributaries to reduce sedimentation. They have technical and program actions, and then drought planning and response. They were currently in low inflow protocol stage two and had been since May. It had been years since they had been in. It was trying to update that as each drought was a little bit different. Trying to be proactive on making updates to that low inflow protocol. He asked for any questions.

Alderwoman Patton mentioned that she sat in on the webinar and it was encouraging that they at least mentioned they would look at the return of the water back to the original source, even though the caveat already was the expense. She would encourage them very much to spend the money like they have to put in the systems that would mitigate the IBT on the original source.

Alderman Wood asked if basin was defined as the area where if rainfall falls, it enters into the water source that they were talking about? Was that the definition of a basin?

Public Utilities Director Will Hamblin responded yes, the catchment area for the rainfall.

Alderman Wood asked if it was true, based upon what he had seen, that the water quality in the Catawba River was better now than it was when wet industry was more prevalent in the area? Did he know the answer to that?

Public Utilities Director Will Hamblin did not know the answer to that question; it was before his time.

City Manager Warren Wood advised at least a few years ago, they had water treatment plant operators who were there for decades, and they could not speak to the rest of the river system, but as far as Lake Hickory, it had gotten cleaner every year. He was not saying it was perfect, back in the '70s compared to today it was a lot cleaner. A lot of that had to do with a lot of the controls with agricultural uses and that sort of thing that sometimes discharged things into the lake that were unpleasant.

Alderman Wood asked about weather events like Helene, when they have this massive flooding, massive rush of water through the Catawba River, does it add more sediment to the river than it takes away? Because you would think that the sediment has to go somewhere with that kind of rushing water, correct? Are we better or worse after an event?

Public Utilities Director Will Hamblin advised they were definitely worse. He thought the amount of landslides and mudslides; they were definitely having more sedimentation in their streams and rivers. Probably some did leave over the top of the dam, but anything that had already settled out probably was still at the bottom.

Mayor Guess asked for any other questions for Mr. Hamblin?

City Manager Warren Wood gave a couple of interesting tidbits from this report; Lake Hickory has one of the lowest inflows, the streams and creeks that feed Lake Hickory, of all the 11 lakes on the system, particularly during droughts. Fortunately, Lake Rhodhiss has one of the highest inflows, so they benefit from that. But that becomes important. Mr. Hamblin mentioned that critical water elevation level over their intake, and theirs was 9 feet deep. If they look at the original intake, which was when they come into the backside of the Riverwalk, that brick building there was the original intake. It was 15 feet deep. And they built that right before the dam got filled up and they were able to blast rock and get down to the riverbed. Their intake that was 50 years old was designed a little bit differently and was not quite as deep. That was why they had talked about extensively at their retreats about this second raw water intake. That was why that was so important. Because every foot they go deeper in terms of their intake, they pick up billions of gallons of water.

Public Utilities Director Will Hamblin advised a billion gallons per foot. As you get shallower or deeper, it gets less.

City Manager Warren Wood commented there was untapped capacity to some degree. Lake Hickory at its deepest point was 100 feet deep down at the dam. They do not need to be that deep. Being 15 feet deep versus 9 feet deep would make a huge amount of difference, particularly during droughts. As folks get IBTs and that takes water out of the system for everybody. That was just a couple of observations there that they had talked about previously.

Mayor Guess asked for any other questions or comments? He thanked Mr. Hamblin.

Alderman Seaver moved seconded by Alderwoman Patton approval of the Resolution to Support the Catawba-Wateree River Basin Integrated Water Resources Plan . The motion carried unanimously.

RESOLUTION NO. 26-52
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

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 21st 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.

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.

City Manager Warren Wood advised on the second departmental report Planning Director Brian Frazier to introduce Kimley-Horn regarding Hickory by Choice 2050 and the Land Development Code update that needs to be done, with the opportunity for questions by City Council at the end.

Planning Director Brian Frazier as they were well aware, the City issued an RFQ for contractual planning services to both revise and update Hickory by Choice, 2030, the Land Development Code and associated mapping. They also expect a large community outreach process and legal review. Now, while City staff has revised both documents on an annual basis since they were first adopted in 2011, increasing population and growth in the residential, commercial, institutional, and manufacturing sectors had clearly indicated to them that major updates and revisions were needed to be made to both documents, the Comprehensive Plan and the Land Development Code. They were definitely necessary. When the RFQ was released, they did not expect the number of applications that they received. They expected maybe a handful, half a dozen. They received 16, and at least 3 or maybe 4 of staff read all of them. They looked at some great applications. Upon consensus of the review committee consisting of City Council, the City Manager's office, the Hickory Regional Planning Commission, and his staff, Kimley-Horn was chosen to present to Council tonight. He introduced from Kimley-Horn, Emily Thomas and Jonathan Whitehurst.

Kimley-Horn Representative Jonathan Whitehurst advised he would provide a quick introduction to Council and their team and talk to them a little bit about the process that they outlined in their response to that request for qualifications and their intent to engage the community in this process. He was sure they were very familiar with Hickory by Choice, but he just wanted to start in the sense of level setting exactly what this comprehensive plan was. The keyword there was community-driven. They would talk a lot about the different ways that they want to pull the community into this process, whether they were a stakeholder or a resident. They wanted to communicate through this plan a preferred approach to growth and protection. They also wanted to identify action steps. This was not a process that they wanted to create that sits on the shelf. They wanted to create an implementable plan for Council and Staff to use, and for the many folks that would be stakeholders out in the community to use as well. That last point was critically important. This was intended to be a living document. By State statute, this plan had to be reasonably maintained. This was a loose interpretation of exactly what reasonably maintained meant, but he thought in a community like Hickory that would continue to experience change, there was an understanding that this type of document should be reviewed regularly and updated often. It was great to hear that staff had already taken it upon themselves to keep the current plan up to date. As he mentioned, just provide a quick introduction to their team and talk to them a little bit about how they would approach this process.

Kimley-Horn Representative Jonathan Whitehurst advised that Kimley-Horn was a consultant firm, very much a multidisciplinary firm. He was a planner; Emily was a planner. They would be leading this effort, but they were certainly backed by a lot of subject matter experts. He referred to the PowerPoint and noted that they could see that on the project leadership team there where they have folks that were well skilled and versed in housing and economic development. They have folks that day-to-day focus their time on transportation and mobility. The last two things were really important, infrastructure and public utilities. He thought when they were talking about a plan for land use development and preservation, understanding the cost to serve future development was critically important. At the end of the day, making sure that they have a policy and implementable plan in place was important. That was why as they presented their team, they wanted to make sure that it was clear what the project leadership would be. All the other folks that they saw there were in support of the various tasks and disciplines that would be a part of this plan. One thing to note was that everybody that they saw on there was working out of their Charlotte office, which was where Emily and he sat, and their Lake Norman office, which was in Mooresville, and a few folks down in their South Carolina office as well. The team really was balanced as it focused on not just engagement and communication but making sure that they give a plan that satisfied the analytical tastebuds that some of them might have to make sure that this plan was grounded in data and analytics. They had done this type of work all over the State. They were featuring some of that experience. Just a few years ago, they wrapped up the plan in Morganton. They were working in Troutman right now, and there were other places that they could see on the list. That said, they do not take it for granted, they make no assumptions about Hickory itself. Every one of these places that they saw featured, they recognized that they were unique, and therefore the process and the ultimate plan required a customized set of solutions as well. He was happy to talk about any of these experiences. They try to keep the process simple and accessible, and the process that they would take from where they stand now to be in front of Council for adoption down the road was 4 steps, and they would talk about those in a little bit more detail as they go along.

Kimley-Horn Representative Jonathan Whitehurst advised them that they start with phase 1. That was getting the project off on the right foot and making sure that they have a clear understanding of the community context. The key piece of that was a community characteristics report. That was a summary of the existing and projected conditions that Hickory faces today and likely would face in the future. That was where they could see that multidisciplinary approach coming out, where they touch on everything from demographics, and housing, and economic development to land use, infrastructure, facilities, natural and cultural resources. It was a summary of all these different variables that were coming into play at once. It was important for them to get that out early in the process so that even as they were starting to collect community input, that input was as informed as it possibly could be.

Kimley-Horn Representative Jonathan Whitehurst advised phase 2 was the strategic vision, and that was where they developed a land use strategy. They would see in a draft schedule that there was a lot of community input that happens at this point in the process. That would lead to the guiding statements. There would be a vision statement and supporting guiding statements. They would do some land use analysis so they could test different ways the study area could grow and change and how that affects everything from cost to serve, to land consumption. They would create a conceptual growth strategy. That was a very high-level look of taking in the understanding of the guiding statements and that those community characteristics, that was their 40,000-foot level of where land use changes should go in the future. Then they start to drill down. The capstone piece of this particular phase was that future land use map, which would lay out on a map and describe where different types of uses should and should not go in the future. If they just stopped right there, they would be doing them a huge disservice, because the land use map itself was not enough for them to make informed decisions. That was why they include the policy framework. Whether it was plans, policies, projects, or programs, they want to wrap that future land use strategy with specific actions. Then with the implementation strategy, talk about who was tasked with leading those efforts, where was support needed, what was the relative cost both in terms of money and time, and talking about the priorities themselves in terms of which of these actions should be implemented. At that point, they were ready to create the document and come back before Council for adoption. The document itself, they try to create that as they go. They would find that the community characteristics were a big part of the overall document. But once they have presented that to staff, to boards, commissions, and Council it reduced the end-of-process review time. He thought it was also important, he referred to the PowerPoint slide, this was going to be one comprehensive plan, but they were intending for there to be multiple ways for the City to use it. There will be a report, and an executive summary. They knew that more often people were trying to consume this type of information digitally and making sure that they could create an interactive and immersive story map process. They also knew that the time would come when they step away from this process, but staff and Council would need access to all the great data and information that was created and it was their duty to provide that to them at the project end. Again, this was a living document, so having that data at their fingertips was going to be really important in the years to come.

Kimley-Horn Representative Jonathan Whitehurst advised from an engagement perspective, they approach this more as a strategy and not just throwing various engagement activities and hoping that they collect the input that ultimately would prove meaningful. He thought at the very beginning of the engagement process, they need to build awareness. They need to let people know why they were doing this process, why it was important for them to engage. He thought they also need to make them aware of where this particular effort sits and all the different things that the City has done previously. There was an important note that they were not starting from scratch in this process so that people who have invested their time and energy in previous planning efforts could recognize that participation and show them how that has influenced where they were today. They were not here to claim that they were going to build consensus in a plan like this. It was a very diverse community. There were a lot of very diverse opinions. They would not talk as much about consensus, instead they talk more about informed consent. While not everyone would agree with 100% of this particular plan, it was their hope through the transparent process that people could understand why particular decisions were made. That was what they meant by cultivating that understanding. He commented they have a great staff. They wanted to make sure that they extend that capacity within this process and beyond. Then at the end of the day, people's time is limited. He thought folks were just more distracted now than they ever have been. He thought from an engagement perspective, they really need to create genuine participation. Making sure that folks have a clear understanding of why they were asking them to participate in this process. And then as they move through the plan and then ultimately into implementation, make sure that people see their fingerprints on this planning process from day one.

Kimley-Horn Representative Jonathan Whitehurst discussed the overall schedule. He referred to the PowerPoint and characterized it as draft. They would certainly want to talk about this in more detail through the scoping process and through conversations with staff. They do not want this to be a long, drawn-out planning process, so they were looking at that 14 to 16-month timeframe. Being back in front of Council in February of 2028. He advised they could see those 4 phases that he introduced and they certainly overlapped at the edges. He called their attention to the engagement, again, in a draft format. The one line that he wanted them to pay particular attention to was the Planning Commission and City Council meetings. Like the map that he showed where they talked about all the different places that they had done this type of work; the most successful processes were those where Council was involved from the start and throughout. He had a lot of apprehension of doing this type of plan and seeing Councilmembers for the very first time when he was asking them to adopt. They had several touchpoints planned along the way. Some of those might be joint work sessions with their Planning Commission. But they want them to be very comfortable throughout this process. And again, they do not want to drop a 100-page report on their desks and ask them to decide without feeling like they had been informed in the process. From an engagement perspective with the public, they want to engage them in ways that were comfortable and familiar to them. They have a combination of online engagement, more traditional workshops, and then going out into the neighborhoods. Council had done a great job as a community of pulling the youth into the day-to-day workings of their government, and they certainly wanted to engage that next generation through different activities. He referred to the PowerPoint and advised the special events that they see were their staff popping up at planned events so that they could engage people where they already were, and they were not constantly asking people to come to them.

Kimley-Horn Representative Jonathan Whitehurst thought as they start into this process, as Council/Staff need to really think about how the City itself intends to use this plan. As consultants it was really helpful for them to have a good understanding of that as they design the process and refine it and then get into asking the questions. He just mentioned engaging the community in ways that were comfortable to them, but also effective to the process. They would stand in front of Council throughout the planning process and talk about how many people have engaged in the process, how many individual data points that generated, how many individual comments that generated, and how many community hours have been invested in this process. At the end of the day when they talk about this being a community-driven plan, the numbers back that up. These plans also exist somewhere on the spectrum between being a vision plan and not tied to implementation strategies or, not being visionary at all. Somewhere there was a balance in there that as a community would discover throughout this process. The last point was making sure that as they thought about implementation, as a community they were able to align the resources that they had, whether that was time or money, with the desired outcomes that come through this process. He asked for questions.

Alderwoman Patton asked in his experience with other communities, what was the most effective outreach to the community? What form does that take?

Kimley-Horn Representative Jonathan Whitehurst did not think the answer was just one. He thought it was a multifaceted approach. He said the number one way to get somebody to spend their time in a process like this was with a personal invitation. Right. Whether that was a personal invitation to come to a stakeholder meeting or to join them at a workshop, or to click on a link and take a survey, that goes a long way. He hoped Council would be a conduit to the community. They knew staff would be that. One of the things that they would like to do was to lead with stakeholders and boards and commissions to draw them into the process to help them understand what they were trying to achieve. And then to take full advantage of their contacts and their networks so that they were pulling as many people as possible into this process.

Alderman Freeman commented that Mr. Whitehurst mentioned that part of this comprehensive plan was to certainly develop a context of their demographics and that was through community engagement. Through Mr. Whitehurst's experience, because he liked the thematic theme that he had, which was expect more and experience better, but from his experience, how was it that they made sure that the low-income families, those that were less fortunate, were involved with the growth? Because the truth of the reality was oftentimes that was the portion that was overlooked.

Kimley-Horn Representative Jonathan Whitehurst commented that was a great question, and one he thought they could not take for granted, the fact that they

could not assume that people were able to come to them. He thought the lower-income folks, they were probably more stressed or more challenged for their time than any other cohort. He thought tapping into the community leaders and pulling them into the process, making sure that the faces of this plan have the respect of those folks were important. He offered one example. He mentioned that they did this type of work in Morganton. They were near the end of their first phase of the process, wrapping up their engagement, and they realized that they had not fully engaged the Guatemalan community in Morganton, which was a big part of that. They actually extended that phase of engagement by a month or so. They made up that time later in the process, but that extension was so that they could go to GuatFest and meet those people where they were and make sure that they could go to this Morganton festival. He thought that was just an example of making sure that they were flexible even within this process and that they have honest conversations with Council and Staff so that they could recognize when they have fallen short of the expectations that they have for that level of engagement.

Alderwoman Dula advised her question was more so about the land development code update. She asked if he could briefly describe their plan to update that?

Kimley-Horn Representative Jonathan Whitehurst commented that what he had talked about to this point had been focused on the comprehensive plan. He thought the communities that do the comprehensive plan first and then the land development code after that were taking the right approach because that future land use map needs to be the basis for any kind of update that they were making to their zoning ordinance. The person that they featured on their project leadership team, Cindy Schwarzkopf, would be leading the update to the City's land development code. Sometimes in the context of a comprehensive plan, they were kicking the can down the road a little bit because the comprehensive plan was non-regulatory. It was helpful to follow that planning process up as closely as possible with the land development code. That was much more of a stakeholder-driven process. The intent would be to get their comprehensive plan in a good spot and then turn the attention to the land development code. He asked if she had specific questions about the process?

Alderwoman Dula responded during the period of time where they were working on the comprehensive plan, if changes come about due to legislation that directly impact the land development code, that would be incumbent upon staff to bring recommended amendments to the code during that period of time. Because they were talking about how many months, 14? If something comes through, then it would be incumbent upon staff, and she guessed their attorney to make those necessary changes if there was legislation that impacts.

City Attorney Timothy Swanson advised he went through a similar process with another municipality, not with Kimley-Horn but a different firm, and he assumed the firm was probably keeping up pretty well with the changes in legislation. And if anything happens within that window, they were probably already incorporating those or making recommendations on those changes.

Kimley-Horn Representative Jonathan Whitehurst commented that was exactly right, and Cindy, who he mentioned, actually sits on the legislative committee for the North Carolina Planning Association. She was very well versed in that. He commented that if those changes occur, it was probably when. He thought the communities that were at the end of the process to update their land development codes right now were in a tough spot. Those 12 to 14 months would hopefully let things settle down at the State level and give them a little bit more direction. They have to be careful about creating planning fatigue. He thought that there were questions that were relevant to their land development code that they could ask as part of the overall process while they have captured people's attention and they have them in the room. It would be a blended process, but they want to get the land use strategy in place first.

Alderman Wood thanked Mr. Whitehurst for being present. This was exciting, and he was looking forward to hearing more and seeing more over the coming months about this. They spend a lot of time thinking about water. The availability of water, the availability of quality water, and the resolution that they just adopted a moment ago on this water management plan, to him was inextricably related to what he was talking about. As a member of Council, he would love at the end of this process for him to have the policy framework presented to Council that gives him a level of confidence that the plan that they were following was in the best interest and had really considered water use, water availability. In his mind, and he might be off track here, but land development and what he was talking about with sedimentation collecting in the river and the availability, these were inextricably related. Was that going to be considered through this? Would they present that to Council when they present this final plan?

Kimley-Horn Representative Jonathan Whitehurst responded absolutely.

Alderman Wood could not speak for everybody else, but for him he could not emphasize that enough of how important that was. He thought it was going to be more important as time went on. This was not a Hickory issue; this was a national issue.

Kimley-Horn Representative Jonathan Whitehurst agreed. They would talk about water from a surface water standpoint, but water was a utility and wastewater was a utility. He thought it was hard to make this plan without considering both of those things. He pointed out the leadership team; Shelby Hughes was on that leadership team. She was a water/wastewater engineer that would help them make sure that the plan that they have put forth on a map was truthed against the City's ability to serve that. They have the surface water folks too that they could tap into. He always said they do not want him to put in their water/wastewater system, that was not in their best interest. It was nice that he has access to folks that have that expertise. By extension Council would have access to that.

Alderman Wood commented that was the important part, right? Because he was certainly not an expert on that, but you hire the experts and you listen carefully. He would listen carefully when he speaks to that because it was just so important.

Kimley-Horn Representative Jonathan Whitehurst thought that was also a good example as why they do not want to see him disappear for the next 12 or 14 months and then pop up and go, here you go, let's see if we can't get this adopted so he could get out of town. He thought the accountability that Council has to hold them to needs to happen throughout this process. That was why that work sessions were in place.

Alderman Wood replied, absolutely, they do not want to get to the end of this process, and something be left out that could have been brought up earlier in the process. He thanked Mr. Whitehurst; he was looking forward to working with him.

Alderwoman Williams asked if they were going to have some sort of an advisory committee or a group that they could tap into, both maybe public/private citizens?

Kimley-Horn Representative Jonathan Whitehurst advised the way that they structure it, and again, none of this was set in stone, they have what they call a steering committee. He thought that was probably less like citizen-heavy and more hopefully representatives from Council, the Planning Commission, department heads, more of a technical group, again, that they could work with throughout this process. Those touchpoints with the steering committee were structured so that they were hitting right around the key milestones. That first one was when they were wrapping up the community characteristics and they were ready to really go out into the public. The second one was when they were getting close to having their draft future land use map. Then it goes from there. What was not shown on here though was the coordination that they would have with their Planning Department and staff. That would happen biweekly at the longest in terms of intervals. That coordination would occur throughout.

Mayor Guess asked for other questions. He commented they were certainly looking forward to this process, and the fact that they were one of 16 speaks highly. They have some high expectations, and he was convinced that they were going to meet those expectations, and they looked forward to the next 14 to 16 months, whichever. He hesitated to put dates on stuff because they knew what happened when they did that, but for at least the year to come. He was sure there would be many more questions and a lot of opportunities. He certainly wanted to have that happen and he looked forward to talking to him again.

Kimley-Horn Representative Jonathan Whitehurst appreciated it, and they certainly do not take for granted the trust that they were placing in them. They looked forward to delivering on that.

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

Mayor Guess noted there were still some vacancies. Citizens could peruse through those, and if they were interested in any of those, particularly since they have a large contingency of their Hickory 101 soon-to-be graduates, even though they just started, certainly let Council know if they were interested in any of those boards or commissions, and they would do their best to inform them about those.

C. Presentation of Petitions and Requests

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

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

Mayor Guess reminded everyone of the annual Oktoberfest starting this Friday, Saturday, and Sunday.

City Manager Warren Wood advised it began in 1985.

Mayor Guess commented that they look forward to that every year. He thought the weather was supposed to be okay. They should have good weather and wanted to invite everyone to come out and enjoy Oktoberfest.

XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(3)(4) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

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

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)
3. Consult with Attorney in order to preserve the attorney-client privilege - NC General Statutes 143-318.11(a)(3)

Council convened to closed session at approximately 7:07 p.m.

Council reconvened to open session at approximately 7:44 p.m.

No action was taken upon return to open session.

XV. There being no further business, the meeting adjourned at 7:44 p.m.

_____
Mayor

_____
City Clerk

3

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Karen Dickerson, Infrastructure Grants Manager**

Contact Person: **Karen Dickerson, Infrastructure Grants Manager**

Date: **October 2, 2026**

Re: **US Department of Housing and Urban Development Designation of Agent for HUD Community Project Funding (CPF) Grant B-26-CP-NC-1309 for Fire Station Upgrades.**

REQUEST

Staff requests Council approval to designate an agent for grant management and agreements for HUD Community Project Funding (CPF) Grant B-26-CP-NC-1309 for Fire Station Upgrades.

BACKGROUND

In 2024, the Hickory Fire Department applied to Senator Thom Tillis for funding appropriations to upgrade fire stations, including a new fire station alerting system. Congress approved this appropriation totaling $1,383,000.00 in early 2026, and the US Department of Housing and Urban Development will manage it.

ANALYSIS

In 2024, the City of Hickory Fire Department applied to Senator Thom Tillis for $1,383,000.00 in grant appropriations through the Community Project Funding (CPF) program for fire station upgrades, including, but not limited to, a new fire station alerting system. CPF grants are congressionally directed spending grants that fund a variety of projects nationwide, such as housing, public facilities, parks, and other critical infrastructure and services. In spring 2026, the City was notified that Congress had approved the City's appropriation request.

HUD staff uses the Disaster Recovery Grant Reporting (DRGR) system to monitor compliance and report to Congress on CPF grants. The system requires the entry of certain federal documents and the signatures on those documents, which are incorporated into the final grant agreement before the final version is published. To streamline the process, staff requests that the city designate an agent with authority to process and sign documents on the city's behalf. Once the $1,383,000.00 grant agreement is prepared in the HUD DRGR portal, staff will present it to City Council for final acceptance and approval.

RECOMMENDATION

Staff recommends Council approve the designation of an Agent for the HUD Community Project Funding (CPF) Grant B-26-CP-NC-1309 for Fire Station Upgrades.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

Karen Dickerson_____ 10/2/2026__
Initiating Department Head — Date

Asst. City Manager Rodney Miller — 10/9/26 — Date

Asst. City Manager, S. Miller — 10-13-26 — Date

Finance Officer, Kari Dunlap — 10/12/26 — Date

Deputy Finance Officer, Cameron McHargue — 10-12-26 — Date

Asst. City Manager Yaidee Fox — 10/12/26 — Date

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

City Manager, W. Wood

_____
Date

RESOLUTION

DESIGNATION OF APPLICANT'S AGENT

FOR HUD COMMUNTY PROJECT FUNDING (CPF) GRANT B-26-CP-NC-1309 FOR FIRE STATION UPGRADES

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)

City of Hickory

PRIMARY AGENT	SECONDARY AGENT
AGENT'S NAME: Warren Wood	AGENT'S NAME: Karen Dickerson
ORGANIZATION: City of Hickory	ORGANIZATION: City of Hickory
OFFICIAL POSITION: City Manager	OFFICIAL POSITION: Infrastructure Grants Manager
MAILING ADDRESS: PO Box 398	MAILING ADDRESS: PO Box 398
CITY ,STATE, ZIP: Hickory, NC 28603	CITY ,STATE, ZIP: Hickory, NC 28603
DAYTIME TELEPHONE: 828-323-7410	DAYTIME TELEPHONE: 828-323-7488
Email Address: wwood@hickorync.gov	Email Address: kdickerson@hickorync.gov
PAGER OR CELLULAR NUMBER:	PAGER OR CELLULAR NUMBER: 828-320-9289

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE GRANT MANAGEMENT DOCUMENTS AND AGREEMENTS ON BEHALF OF THE ORGANIZATION FOR THE PURPOSE OF OBTAINING CERTAIN FINANCIAL ASSISTANCE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR MATTERS PERTAINING TO DOCUMENTS AND AGREEMENTS FOR COMMUNITY PROJECT FUNDING (CPF) GRANT B-26-CP-NC-1309 FOR FIRE STATION UPGRADES.

CHIEF FINANCIAL OFFICER	CERTIFYING OFFICIAL
NAME: Rodney Miller	OFFICIAL'S NAME:
ORGANIZATION: City of Hickory	ORGANIZATION:
OFFICIAL POSITION: CFO/Deputy City Manager	OFFICIAL POSITION:
MAILING ADDRESS: PO Box 398	MAILING ADDRESS:
CITY ,STATE, ZIP: Hickory, NC 28603	CITY ,STATE, ZIP:
DAYTIME TELEPHONE: 828-323-7410	DAYTIME TELEPHONE:
FACSIMILE NUMBER:	FACSIMILE NUMBER:
PAGER OR CELLULAR NUMBER:	PAGER OR CELLULAR NUMBER:

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE):

APPLICANT'S FISCAL YEAR (FY) START — MONTH: 07 DAY: 01

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 566001244

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER: - -

CERTIFYING OFFICIAL'S SIGNATURE

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Anna Beth Walker, Community Development Specialist

Contact Person: Anna Beth Walker, Community Development Specialist

Date: September 28, 2026

Re: Acknowledgement of conflict of Interest – Greater Hickory Cooperative Christian Ministries

REQUEST

Staff requests that Council acknowledge publication of notice of a conflict of interest stemming from a nonprofit's application for funding from the City's Community Development Block Grant Program ("CDBG").

BACKGROUND

The City of Hickory ("City") is a participating jurisdiction in the United States Department of Housing and Urban Development's Community CDBG program that allows funding to nonprofit organizations to undertake eligible activities. The City has received an application for funding from a nonprofit who has a City Council member who sits on its Board of Directors. Federal regulations governing the CDBG program require that in order for the applicant to receive Public Service Activities funding, the City, as the participating jurisdiction, must provide disclosure of the potential conflicts associated with this application.

ANALYSIS

Pursuant to the CDBG Program's Conflict of Interest Regulations (24 C.F.R. §570.611), the City, as a participating jurisdiction in the CDBG Program, hereby is providing public notice of the potential conflicts of interest raised by the nonprofit's application to the City's CDBG Program in the attached notice. The notice is posted on the City's website, City Hall, Patrick Beaver Memorial Library and the Ridgview Library.

RECOMMENDATION

Staff requests that Council acknowledge publication of notice of a conflict of interest stemming from a nonprofit's application for funding from the City's Community Development Block Grant Program ("CDBG").

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

Dave Leonetti (DGL)	**9/28/2026**		
Initiating Department Head	Date	City Attorney	Date
	10/9/26		10-13-26
Deputy City Manager, R. Miller	Date	Asst. City Manager, S. Miller	Date
	10/12/26		10-12-26
Finance Director, Kari Dunlap	Date	Purchasing Manager, Cameron McHargue	Date
Asst City Manager, Yaidee Fox	Date		

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

City Manager, W. Wood

Date

Revised: January 15, 2021

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Mark Seaman, Parks, Recreation & Sports Tourism Director:**

Contact Person: **Mark Seaman**

Date: **September 3, 2026**

Re: **CVYSA Contract for priority use of Henry Fork River Park Soccer Complex**

REQUEST
We request City Council approve the contract between Catawba Valley Youth Soccer Association (CVYSA) and the City of Hickory for priority use of the Henry Fork River Park Soccer Complex (HFRP).

BACKGROUND
CVYSA and the City have had a working relationship since 2000. CVYSA provides youth travel soccer to approximately 600 kids every season. CVYSA has contributed financially to the growth of the park.

ANALYSIS
This is a ten-year contract that starts retroactive to July 1, 2026. The contract expires on June 30, 2036. The contract gives CVYSA priority to use five of the ten (soon to be 11) soccer fields at HFRP. CVYSA will pay $100,000 towards the construction of turf field #4 (Field #11). They will pay $25,000 each year between 2026-2030. They will pay $30,000 each year between 2031-2035. The total contribution from CVYSA over the 10 years of the agreement is $375,000.

RECOMMENDATION
Parks, Recreation & Sports Tourism recommends City Council approve the agreement between CVYSA and the City of Hickory.

BUDGET ANALYSIS:

Budgetary Action
Is a Budget Amendment required?

Yes	No
☐	☐X

LIST THE EXPENDITURE CODE:

Reviewed by:

Mark Seaman Initiating Department Head	9/2/26 Date	Deputy City Attorney, T Swanson	Date
Asst. City Manager Rodney Miller	9/10/26 Date	Asst. City Manager, S. Miller	10-12-26 Date
Finance Officer, Kari Dunlap	10/12/26 Date	Purchasing Manager,	10-12-26 Date
Asst. City Manager Yaidee Fox	10/12/26 Date		

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

City Manager, W. Wood

10-13-26
Date

RESOLUTION NO. 26-___

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

WHEREAS, the City of Hickory (the "City") owns the Henry Fork River Park Soccer Complex located at 5655 Sweet Bay Lane, Hickory, North Carolina 28601 (the "Soccer Complex"); and

WHEREAS, the City Council desires to enter into a Priority Use Agreement for Designated Recreational Facilities (the "Agreement") with Catawba Valley Youth Soccer Association, Inc., a North Carolina corporation ("CVYSA"), granting CVYSA priority-use rights with respect to five of the ten soccer fields at the Soccer Complex, as more particularly identified in the Agreement (collectively, the "Premises"); and

WHEREAS, the term of the Agreement will begin on July 1, 2026, and expire on June 30, 2036, unless earlier terminated in accordance with its terms; and

WHEREAS, as consideration under the Agreement, CVYSA will contribute $100,000 toward the construction of turf field number 4, also identified as field number 11, and will make annual payments of $25,000 for each of the years 2026 through 2030 and $30,000 for each of the years 2031 through 2035, for a total contribution of $375,000 during the term of the Agreement; and

WHEREAS, City staff has determined and reported that the Premises will not be needed by the City during the term of the Agreement in a manner inconsistent with the priority-use rights granted to CVYSA under the Agreement and has recommended that the City Council authorize execution of the Agreement; 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 the City Council may determine, provided that the term does not exceed ten years, including any renewal or extension options, 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 or rented pursuant to a resolution adopted at a regular meeting of the City Council authorizing execution of the lease or rental agreement after 30 days' public notice describing the property, stating the annual rental or lease payments, and announcing the City Council's intent to authorize the lease or rental at its next regular meeting; and

WHEREAS, notice of the proposed Agreement was published on September 10, 2026, describing the Premises, stating the annual payments, and announcing the City Council's intent to consider a resolution authorizing execution of the Agreement at its regular meeting on October 20, 2026, in accordance with N.C.G.S. § 160A-272.

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

1. The City Council determines that the Premises will not be needed by the City during the term of the Agreement in a manner inconsistent with the priority-use rights granted to CVYSA under the Agreement.

2. The City Council approves the Agreement with CVYSA upon the terms and conditions set forth therein and finds that the Agreement and the procedures used to authorize it comply with N.C.G.S. § 160A-272.

3. The City Manager is authorized and directed to execute the Agreement on behalf of the City. The Agreement shall have a term beginning July 1, 2026, and ending June 30, 2036, unless earlier terminated in accordance with its terms.

4. The City Manager is further authorized to execute any acknowledgment, notice, certification, or other document contemplated by or reasonably necessary to implement the Agreement and to approve and execute minor, non-substantive revisions to the Agreement that are consistent with this Resolution, subject to approval as to form by the City Attorney and preaudit certification by the City's finance officer, if required by law.

5. This Resolution is effective upon its adoption.

Adopted this the _____ day of _____, 2026

[AFFIX SEAL]

THE CITY OF HICKORY

ATTEST:

By: _____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

PRIORITY USE AGREEMENT FOR DESIGNATED RECREATIONAL FACILITIES

THIS PRIORITY USE AGREEMENT FOR DESIGNATED RECREATIONAL FACILITIES (the "Agreement") is made and entered by and between the City of Hickory, a North Carolina municipal corporation, having a mailing address of P.O. Box 398, Hickory, NC 28603 (the "City"), and the Catawba Valley Youth Soccer Association, Inc., a North Carolina corporation, having a mailing address of 5655 Sweet Bay Lane, Hickory, NC 28602 ("CVYSA"). This Agreement is effective as of the last date herein below signed (the "Effective Date"). The identified parties are at times referred to herein collectively as "Parties" and individually as a "Party."

RECITALS:

WHEREAS, the Parties have partnered for several years in the development and operation of the soccer fields and related facilities located at Henry Fork River Park, consisting of an 8,000-square-foot picnic shelter with a catering kitchen and concession stand, restrooms, picnic tables, grills, ten soccer fields (including three artificial turf fields), one additional soccer field to be constructed and designated as Field 11, two playgrounds, a paved walking trail, and a canoe launch (collectively, the "Soccer Complex"), as depicted on the map attached hereto as **Exhibit 1**; and

WHEREAS, in recognition of CVYSA's financial and other contributions toward the development and improvement of the Soccer Complex, the Parties have negotiated and agreed upon a mutually beneficial arrangement under which CVYSA shall receive certain priority-use rights with respect to the Soccer Complex, as more particularly set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions governing CVYSA's priority use of the Soccer Complex.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term; Termination.**

   (a) **Term.** The term of this Agreement shall commence on July 1, 2026, and shall expire on June 30, 2036, unless earlier terminated in accordance with the terms of this Agreement. Nothing herein shall be construed to grant either Party a right to renewal or extension of this Agreement.

   (b) **Termination.** Notwithstanding Section 1(a), either Party may terminate this Agreement prior to the expiration of the Term for Cause. Except as otherwise provided herein, termination for Cause shall become effective upon written notice to the breaching Party following expiration of the applicable cure period set forth below.

(c) **For Cause.** For purposes of this Agreement, "Cause" means: (A) a material breach of any provision of this Agreement; or (B) a material violation of any applicable law, ordinance, rule, regulation, or policy of the City, or other misconduct by a Party that materially and adversely affects, or is reasonably likely to materially and adversely affect, the other Party's rights, interests, or operations under this Agreement. Prior to terminating this Agreement for Cause, the non-breaching Party shall provide written notice to the breaching Party describing in reasonable detail the nature of the alleged breach or misconduct and, if the breach is capable of cure, the actions required to cure the breach. The breaching Party shall have thirty (30) days following receipt of such notice to cure the breach. If the breach is not cured within such thirty (30)-day period, the non-breaching Party may terminate this Agreement by written notice to the breaching Party, effective upon delivery of such notice. Notwithstanding the foregoing, if the breach is not capable of cure or involves conduct posing an immediate threat to public health, safety, or welfare, the non-breaching Party may terminate this Agreement immediately upon written notice.

2. **Construction of Field No. 11.** The City intends to construct Field No. 11 and shall use reasonable efforts to proceed with the design, permitting, funding, procurement, construction, and completion of the project. The Parties acknowledge that the timing and completion of Field No. 11 are subject to matters beyond the City's reasonable control, including, without limitation, funding availability, appropriations by the Hickory City Council, permitting, procurement requirements, contractor performance, site conditions, weather, and Force Majeure Events.

If Field No. 11 is not substantially completed and available for soccer use by June 30, 2027 (the "Completion Date"), as such date may be extended pursuant to a Force Majeure Event, then, unless the Parties otherwise agree in writing:

(a) Beginning with the first Annual Payment due after the Completion Date, the Annual Payments due from CVYSA shall be adjusted to the amounts set forth in **Exhibit 2 (Revised Annual Payment Schedule Upon Non-Completion of Field No. 11)**, Field No. 11 shall not be included within the facilities subject to CVYSA's priority-use rights under this Agreement, and the Term of this Agreement shall automatically expire on June 30, 2034;

(b) The City shall credit against future Annual Payments due under **Exhibit 2**, or, if this Agreement expires or is terminated before such credits are exhausted, refund to CVYSA the amount by which CVYSA's Capital Contribution and Annual Payments previously paid exceed the amounts reflected in **Exhibit 2**; and

(c) Except as expressly provided in this Section 2, all other terms and conditions of this Agreement shall remain in full force and effect.

3. **Financial Commitment.** As additional consideration for the rights granted under this Agreement, and separate from any fees, charges, or costs otherwise applicable to CVYSA's use of the Soccer Complex, CVYSA shall contribute One Hundred Thousand Dollars ($100,000.00) toward the construction and installation of the new artificial turf field designated as Field No. 11 (the "Capital Contribution"). The Capital Contribution shall be paid to the City in four (4) equal installments of Twenty-Five Thousand Dollars ($25,000.00) each, due as follows: (A) upon execution of this Agreement; (B) on or before October 30, 2026; (C) on or before January 29, 2027; and (D) on or before April 30, 2027. In addition to the Capital Contribution, and in recognition of the substantial investment made and continuing to be made by the City in the development, operation, maintenance, and improvement of the Soccer Complex, CVYSA shall make the following annual payments (each, an "Annual Payment" and collectively, the "Annual Payments"). Each Annual Payment shall be due and payable on or before August 31 of the applicable year during the Term:

Year	Contribution
2026	$25,000
2027	$25,000
2028	$25,000
2029	$25,000
2030	$25,000
2031	$30,000
2032	$30,000
2033	$30,000
2034	$30,000
2035	$30,000

Any Capital Contribution installment or Annual Payment required under this Section that is not received within thirty (30) days after its due date shall be deemed delinquent. The City shall provide written notice of the delinquency, and CVYSA shall have thirty (30) days following receipt of such notice to cure the delinquency. Failure to cure the delinquency within such period shall constitute a default under this Agreement and shall constitute Cause for termination pursuant to Sections 1(b) and (c). Upon the occurrence of such uncured default, the City may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or at law, (a) terminate this Agreement for Cause or (b) suspend CVYSA's priority scheduling rights until the default is cured. No termination of this Agreement pursuant to this Section shall limit or waive the City's right to recover any Capital Contribution, Annual Payments, or other amounts then due and owing, or any damages, costs, or other remedies available as a result of CVYSA's breach.

4. **Duties of the City.** The City agrees to undertake the following duties and responsibilities in the performance of its obligations under this Agreement:

(a) Meet with CVYSA periodically and cooperate in evaluating and planning future phases, improvements, and enhancements to the Soccer Complex.

(b) Provide CVYSA priority use of no fewer than five (5) soccer fields at the Soccer Complex. The specific fields assigned to CVYSA shall be determined

by the City in its reasonable discretion, taking into consideration CVYSA's operational needs and stated preferences. The City shall consider requests for priority use of additional fields, subject to weather conditions, maintenance requirements, field availability, special events, and other operational considerations.

(c) The City shall maintain Field No. 4 as the premier game-only field at the Soccer Complex. Scheduling and use of Field No. 4 shall be governed by mutually agreed-upon guidelines developed by the Parties. In the absence of such guidelines, the City shall retain final authority regarding scheduling and use of Field No. 4.

(d) Allow CVYSA to conduct fundraising programs at the Soccer Complex. All fundraising programs must receive prior written approval from the City with approval not to be unreasonably withheld, conditioned, or delayed.

(e) Cooperate with CVYSA in planning and hosting its annual spring and fall soccer tournaments and other soccer-related events at the Soccer Complex.

(f) Conduct regular meetings with CVYSA's Director of Coaching and Chief Operating Officer and such other designated CVYSA support staff to discuss relationships, field usage, and best practices.

(g) Grant permission to CVYSA to locate a storage unit at Henry Fork River Regional Recreation Park, subject to all applicable codes and permitting requirements; provided, however, that CVYSA shall not construct, install, place, or erect any storage unit without the City's prior written approval. The exact location, size, appearance, design, color, exterior finish, and other aesthetic characteristics of the storage unit shall be subject to and determined in the sole discretion of the City. The storage unit shall remain the property of CVYSA and shall be removed by CVYSA, at its sole cost and expense, upon the expiration or termination of this Agreement. If CVYSA fails to timely remove the storage unit, the City may, in its sole discretion, either (i) deem the storage unit abandoned and assume ownership thereof without compensation to CVYSA, or (ii) remove and dispose of the storage unit, with all costs and expenses incurred by the City to be reimbursed by CVYSA upon demand.

(h) Provide routine field preparation and maintenance for CVYSA practices and games on priority use fields.

(i) Conduct regular maintenance and safety inspections consistent with the City's standard practices for similar facilities.

(j) Permit CVYSA to use the Highland Recreation Center's community room four times each year, subject to advance reservation and availability, at no charge, to conduct its annual general meeting.

(k) Permit CVYSA to use the picnic shelters at Henry Fork River Regional Recreational Park, subject to advance reservation and availability, at no charge, to hold two separate parent meetings each year after the annual tryouts.

(l) Make the final decision as to whether CVYSA practices and/or games will be held on all fields, on days where there are potential or actual inclement weather conditions. The City's determination shall be final.

(m) The City grants CVYSA a non-exclusive license to use the room located on the southeast corner of the main building for the purpose of housing the CVYSA office. CVYSA shall have priority use of the office space for its administrative operations, subject to the City's right to use the space for governmental purposes upon reasonable advance notice. The City will make good faith efforts to avoid scheduling third-party use that interferes with CVYSA's use of the office space. Nothing herein limits the City's right to manage, maintain, repair, renovate, or reconfigure the facility or to relocate the office space to a reasonably comparable location if reasonably necessary for the operation, maintenance, renovation, or management of the Soccer Complex.

(n) The City shall make the Soccer Complex available for CVYSA activities until 9:00 p.m. and until 10:00 p.m. for adult soccer league activities, subject to applicable laws, ordinances, emergency conditions, and operational needs.

(o) Allow CVYSA, subject to this Agreement and all applicable laws, regulations, and permitting requirements, to: (a) install one permanent sign at the Soccer Complex identifying the park as the home playing site for CVYSA games; and (b) sell sponsorships and display temporary sponsorship signs and banners at the Soccer Complex. The City shall have final approval of the permanent sign's size, materials, colors, design, shape, installation method, and location. Temporary sponsorship signs and banners shall be subject to the City's prior approval as to content, size, materials, colors, design, shape, installation method, and location, which approval shall not be unreasonably withheld, conditioned, or delayed. Nothing in this Agreement requires the City to issue any permit or other regulatory approval that does not satisfy applicable requirements.

(p) During the Term, the City shall not enter into any agreement granting priority-use rights substantially similar to those granted herein to another non-school youth soccer organization without CVYSA's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. **Duties of CVYSA.** CVYSA agrees to undertake the following duties and responsibilities in the performance of its obligations under this Agreement:

(a) Provide for the organization, administration, and supervision of its youth soccer programs, including scheduling of its practices and games on fields assigned to or made available for CVYSA's use under this Agreement.

(b) Make available its facilities and programs for youth and adults ensuring access without regard to race, religion, color, national origin, gender, or sex.

(c) Adhere to the hours of park operation as determined by the City.

(d) Assist the City in maintaining the athletic fields, structures, office/meeting spaces, and utility systems in a safe, clean, and orderly condition. Any repairs, maintenance, modifications, or additions voluntarily undertaken by CVYSA shall be subject to the City's prior written approval and shall be consistent with the applicable master plan for the Soccer Complex.

(e) Conform to and abide by all municipal and county ordinances, all applicable State and Federal laws, and all rules, regulations, procedures, and policies of the City.

(f) Exercise reasonable efforts to discourage and address disruptive, disorderly, or unsafe conduct by participants, spectators, coaches, and guests attending CVYSA activities.

(g) Shall not knowingly permit any illegal activities to be conducted on the facilities and shall promptly notify the City of any known illegal activities occurring at the Soccer Complex in connection with CVYSA events.

(h) Shall not post signs unless prior approval is obtained in writing from the City.

(i) Designate a representative to maintain regular communication with City staff regarding field usage, scheduling, operations, and matters arising under this Agreement. CVYSA shall meet periodically with designated City staff and shall provide such reports regarding leagues, participation, programming, and related activities as may be reasonably requested by the City or its Parks and Recreation Commission.

(j) Engage in discussions and cooperative efforts with the City regarding future phases of the Soccer Complex, including enhancements, improvements, and related initiatives.

(k) CVYSA shall pay all costs associated with the design, fabrication, permitting, installation, maintenance, repair, replacement, and removal of the permanent

sign and all temporary sponsorship signs and banners authorized under this Agreement. CVYSA shall maintain all such signage in good condition and shall promptly repair any damage to City property caused by its installation, maintenance, repair, replacement, or removal. Upon expiration or termination of this Agreement, CVYSA shall, at the City's option and at CVYSA's sole expense, remove any or all such signage and restore the affected property to substantially the condition existing before installation, reasonable wear and tear excepted, within thirty (30) days after receiving written notice from the City. If CVYSA fails to complete the required removal and restoration within that period, the City may perform the work and recover its reasonable costs from CVYSA.

(l) CVYSA shall have the right to conduct food and beverage sales at CVYSA-sponsored events held at the Soccer Complex unless otherwise agreed by the Parties in writing.

(m) CVYSA shall ensure that all coaches, volunteers, and staff participating in CVYSA programs satisfy applicable background check and safeguarding requirements.

6. **Reservation of Rights.** Except for the priority-use rights expressly granted to CVYSA under this Agreement, the City reserves all rights to operate, manage, schedule, maintain, improve, and use the Soccer Complex and all related facilities. The City may permit, license, schedule, or otherwise authorize use of the Soccer Complex by the general public, schools, athletic organizations, tournaments, special events, and other users, provided that such use does not materially interfere with the priority-use rights expressly granted to CVYSA under this Agreement. Nothing in this Agreement shall prohibit the City from granting use rights, permits, licenses, or scheduling privileges to other users of the Soccer Complex, provided that such rights are not substantially similar to the priority-use rights granted to CVYSA under Section 4(b) and do not materially interfere with CVYSA's rights under this Agreement.

7. **Indemnification and Insurance.**

(a) To the fullest extent permitted by law, CVYSA shall indemnify, defend, and hold harmless the City and its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or other wrongful acts of CVYSA, its officers, directors, employees, agents, volunteers, contractors, or participants in connection with CVYSA's use of the Soccer Complex or performance under this Agreement; provided, however, that CVYSA shall not be required to indemnify the City for claims to the extent caused by the negligence or willful misconduct of the City. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

(b) Throughout the Term of this Agreement, CVYSA shall procure and maintain, at its sole cost and expense, insurance coverage issued by insurance companies authorized to do business in the State of North Carolina and reasonably acceptable to the City's Risk Manager, including the following minimum coverages:

(i) **Commercial General Liability Insurance.** Commercial General Liability Insurance, including coverage for premises and operations, contractual liability, personal injury, bodily injury, property damage, and participant activities, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate.

(ii) **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance as required by North Carolina law and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars ($500,000.00) per accident, disease, or employee, if applicable.

(iii) **Additional Insured Status.** The City, its officers, officials, employees, agents, and volunteers shall be named as additional insureds under the Commercial General Liability policy with respect to activities conducted by CVYSA pursuant to this Agreement.

(iv) **Evidence of Insurance.** Prior to the commencement of any activities under this Agreement, and upon each policy renewal thereafter, CVYSA shall provide the City with certificates of insurance evidencing the required coverages. Such certificates shall reference this Agreement and shall be delivered to the City's Risk Manager.

(v) **Cancellation or Material Change.** CVYSA shall promptly notify the City of any cancellation, non-renewal, lapse, or material reduction in the insurance coverage required by this Agreement.

(vi) **Failure to Maintain Coverage.** Failure by CVYSA to maintain the insurance required by this Section shall constitute a material breach of this Agreement and shall entitle the City to exercise any remedies available under this Agreement.

8. Force Majeure. Neither Party shall be deemed in default or liable for any delay or failure in the performance of any obligation under this Agreement (other than the obligation to make monetary payments when due, except to the extent such payment is delayed solely as a result of the Force Majeure Event) to the extent such delay or failure is caused by or results from a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" means an event or condition beyond the reasonable control of the affected Party, including, without limitation, acts of God; hurricanes, floods, tornadoes, earthquakes, or other severe weather events; fire or

explosion; epidemic or pandemic; war, terrorism, civil unrest, or sabotage; labor disputes or strikes not directed solely at the affected Party; shortages of labor, equipment, or materials; supply chain disruptions; utility failures; governmental actions, orders, or restrictions; delays in obtaining permits or governmental approvals despite the exercise of reasonable diligence; contractor default or delay despite commercially reasonable efforts by the City to procure and manage such contractor; or any other event beyond the reasonable control of the affected Party that materially delays or prevents performance. The affected Party shall provide the other Party with written notice of the Force Majeure Event within a reasonable time after becoming aware of its occurrence and shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable. Any time period for performance affected by a Force Majeure Event shall be extended for a period equal to the duration of the Force Majeure Event and any reasonable period required to resume performance. Notwithstanding the foregoing, nothing in this Section shall be construed to obligate the City to appropriate funds, proceed with a capital project that has been discontinued by action of the City Council, or waive any governmental immunity, police power, or other authority vested in the City by law.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10. Authority. Each Party represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement and to bind such Party to its terms.

11. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and representations, whether oral or written. This Agreement may be amended only by a written instrument executed by both Parties. Each Party acknowledges that it has carefully reviewed this Agreement and enters into it voluntarily and with full authority to do so.

12. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect. The Parties agree that any invalid, illegal, or unenforceable provision shall be construed or modified to the minimum extent necessary to make it enforceable while preserving the intent of the Parties.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict-of-laws principles.

14. Venue and Jurisdiction. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts having jurisdiction in Catawba County, North Carolina. Each Party irrevocably submits to the jurisdiction of such courts and waives any objection based upon improper venue or forum non conveniens.

15. Notices. All notices, requests, demands, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given: (a) when delivered personally; (b) one (1) business day after being deposited with a nationally recognized overnight delivery service; or (c) three (3) business days after being deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Notices shall be sent to the addresses set forth below or to such other address as a Party may designate by written notice.

16. Iran Divestment Act Certification. CVYSA certifies that, as of the Effective Date of this Agreement, it is not listed on the Final Divestment List maintained by the North Carolina State Treasurer pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes.

17. Companies Boycotting Israel Certification. CVYSA certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to Article 6G of Chapter 147 of the North Carolina General Statutes.

18. Nondiscrimination. To the extent permitted by applicable law, CVYSA shall not discriminate in the performance of its obligations under this Agreement on the basis of race, color, religion, national origin, sex, age, disability, veteran status, or any other classification protected by applicable federal or North Carolina law.

19. Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of any governmental immunity, sovereign immunity, public official immunity, or other immunity, defense, or limitation of liability available to the City under federal or North Carolina law. The City expressly reserves all such rights, defenses, and immunities.

20. E-Verify Compliance. To the extent required by North Carolina law, CVYSA shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes relating to the use of the E-Verify system. If applicable, CVYSA shall provide the City with a completed E-Verify Affidavit as a condition precedent to the City's execution of this Agreement.

21. No Waiver. No delay or failure by either Party to exercise any right or remedy under this Agreement shall constitute a waiver of that right or remedy. Any waiver must be in writing and shall apply only to the specific matter for which it is given.

22. Headings. The section headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

23. Construction. This Agreement shall be construed fairly and not strictly for or against either Party. The Parties acknowledge that each has participated in the drafting and negotiation of this Agreement and has had the opportunity to consult legal counsel. Accordingly, no rule of construction requiring ambiguities to be construed against the drafting party shall apply.

24. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically, including by PDF or other

electronic means permitted by applicable law, shall be deemed original signatures and shall be fully effective for all purposes.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

[AFFIX SEAL]

ATTEST:

CITY OF HICKORY,
a North Carolina Municipal Corporation

By: Debbie Miller

Its: City Clerk

By: Warren Wood

Its: City Manager

Date: _____

PRE-AUDIT CERTIFICATE

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

By: Kari Dunlap

Its: Finance Officer

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

By: Timothy D. Swanson

Its: City Attorney

581256.5

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

CATAWBA VALLEY YOUTH SOCCER ASSOCIATION, INC.

Benjamin L. Medlin

By: Benjamin Medlin

Its: President

Date: September 1, 2026

Exhibit 1

Soccer Complex Map

Exhibit 2

Revised Payment Schedule Upon Non-Completion of Field No. 11

Year	Contribution
2024	$15,000
2025	$15,000
2026	$15,000
2027	$15,000
2028	$20,000
2029	$20,000
2030	$20,000
2031	$20,000
2032	$20,000
2033	$20,000

4

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Police Department**

Contact Person: Chief Bryan Adams

Date: **October 7, 2026**

Re: **Request to Award Service Weapon & Badge to MPO Kongpheng Lo**

REQUEST
The Hickory Police Department requests that the City Council award Master Police Officer Kongpheng Lo his service weapon (Glock Model 45, Serial # CDAM854) and badge upon his retirement on October 1, 2026.

BACKGROUND
Master Police Officer Kongpheng Lo will retire from the City of Hickory Police Department after completing over 25 years of qualifying service to the citizens of Hickory.

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

RECOMMENDATION
Staff recommends approval to award the service weapon and police badge to Master Police Officer Kongpheng Lo upon his retirement from the City of Hickory Police Department.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

Chief Bryan Adams	10-7-26 Date	Asst. City Manager Yaidee Fox	10/12/26 Date
Asst. City Manager Rodney Miller	10/9/26 Date	Asst. City Manager Steve Miller	10-13-26 Date
Finance Officer, Kari Dunlap	10/12/26 Date	Deputy Finance Officer, Cameron McHargue	10-12-26 Date

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

City Manager, W. Wood

10-13-26
Date

5

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Police Department**

Contact Person: **Chief Bryan Adams**

Date: **October 7, 2026**

Re: **Request to Award Service Weapon & Badge to MPO Scott Cote**

REQUEST
The Hickory Police Department requests that the City Council award Master Police Officer Scott Cote his service weapon (Glock Model 45, Serial # CDAM806) and badge upon his retirement on November 1, 2026.

BACKGROUND
Master Police Officer Scott Cote will retire from the City of Hickory Police Department after completing over 14 years of qualifying service to the citizens of Hickory.

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

RECOMMENDATION
Staff recommends approval to award the service weapon and police badge to Master Police Officer Scott Cote upon his retirement from the City of Hickory Police Department.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

Chief Bryan Adams — Date: 10-7-26

Asst. City Manager Yaldee Fox — Date: 10/12/26

Asst. City Manager Rodney Miller — Date: 10/9/26

Asst. City Manager Steve Miller — Date: 10-13-26

Finance Officer, Kari Dunlap — Date: 10/12/26

Deputy Finance Officer, Cameron McHargue — Date: 10-12-26

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

City Manager, W. Wood

10-13-26
Date

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Community Appearance Commission

Contact Person: Wilson Elliott, Planning Department

Date: October 7, 2026

Re: Community Appearance Grant –Crystal Rogers (Elite Homes and Land, Inc)

REQUEST

The Community Appearance Commission recommends City Council approval of a Community Appearance Grant for non-residential property owned by Crystal Rogers and occupied by a commercial building, located at 310 4th St SW in the amount of $5,790.00.

BACKGROUND

City Council created the Community Appearance Grant program to provide economic incentives for property owners to improve the general appearance of properties located within the City's designated Urban Revitalization Area. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as reimbursement grants, with the City of Hickory matching the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is $7,500.00. Projects of extraordinary impact on the community and of exceptional architectural merit may be considered for funding in excess of the $7,500.00 ceiling with the majority recommendation of the CAC and approval of the City Council.

ANALYSIS

The grant proposal involves the complete repainting and replacement of the siding on the charming 1925 bungalow, which was converted into an office in 2004. Further landscape improvements, as well as updates to the concrete sidewalk and APA walking ramp, will also be made. The property is located within the City's defined Urban Revitalization Area and, as such, is eligible for consideration for a Community Appearance Grant.

The applicant has provided two (2) estimates for the work listed above; the lowest estimate totals $15,080. If City Council approves the proposed grant at the lower of the two estimates, the request qualifies for a $7,500.00 grant. Furthermore, after consideration, the Commission will move to grant a total of $5,790.00, reflecting the Commission's assessment of the project's overall impact on the appearance.

The subject property's current tax value is assessed at $177,900.00. The requested grant amounts to 3.2% of the property's tax value.

RECOMMENDATION

The application was reviewed by the Community Appearance Commission. After consideration, the Commission scored the application 23 points out of a possible 36, placing it in the high category. Given the score, the Commission unanimously recommends funding of the grant application in the amount of $5,790.00.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier 10/7/26
Initiating Department Head — Date

Asst. City Manager Yaidee Fox — 10/12/26
Date

Asst. City Manager Rodney Miller — 10/9/26
Date

Asst. City Manager Steve Miller — 10-13-26
Date

Finance Officer, Kari Dunlap — 10/12/26
Date

Deputy Finance Officer, Cameron McHargue — 10-12-26
Date

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

City Manager, W. Wood

10-13-26
Date

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

STATE OF NORTH CAROLINA

COMMUNITY APPEARANCE GRANT AGREEMENT

COUNTY OF CATAWBA

THIS AGREEMENT, made and entered into this day of , 2026, by and between the **CITY OF HICKORY**, a municipal corporation of Catawba County, North Carolina, hereinafter referred to as the CITY, and having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, and **Crystal Rogers,** referred to as the RECIPIENT, and having a mailing address of 310 4th St. SW, Hickory, NC 28602.

WITNESSETH

THAT WHEREAS, the City is dedicated to the visual and functional improvements of properties within its Urban Revitalization Area (URA); and

WHEREAS, the City is willing to award grants for physical improvements for the purpose of assisting in the visual enhancement of certain existing properties provided the Recipient agrees to certain conditions.

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

1. The Recipient agrees to utilize the grant funds to fulfill that project described in the Community Appearance Grant standards and to utilize said funds solely for physical improvements. Said application is made a part of this Agreement and incorporated herein by reference as if more fully set forth.

2. The Recipient agrees to improve those premises in accordance with the City Community Appearance Grant program.

3. The Recipient agrees to maintain the design integrity of the proposed improvements, creating, retaining and/or modifying those elements which enhance the premises.

1. The Recipient agrees to abide by and conform all construction, rehabilitation, renovation, demolition, and landscaping undertaken pursuant to this agreement to all applicable laws of the United States, the State of North Carolina, and those applicable provisions of the ordinances of the City of Hickory directly or indirectly related to the subject matter of this agreement.

2. The amount of this grant is Five Thousand Seven Hundred and Ninety Dollars ($5,790.00), payable upon completion of said project and submission of documentation confirming payment of all contractors and/or subcontractors, provided said project is completed within 120 days from the date of this agreement being signed in accordance with those provisions specified in the Downtown Appearance Improvement Incentive Grant Application.

3. The Recipient agrees that in the event the actual project costs are less than the estimated costs, the City grant will be reduced to solely the amount of the actual project costs that would be eligible for participation in this program.

4. Technical assistance provided by the City will be advisory only. The City will not be a party in negotiations between the Recipient and any contractor employed by the Recipient nor will the City provide legal advice or services to any party. The Recipient agrees to hold the City harmless for any defects in workmanship or from any liability, damages, or other costs relative to this project.

5. This Agreement may be terminated, and the City may withhold grant monies upon the Recipient's breach of or failure to perform any of the terms of this agreement. The City shall give the Recipient notice in writing of any potential breach of this Agreement, after which the applicant shall have ten (10) calendar days in which to cure said breach. In the event of a failure to cure a breach of this Agreement, the City of Hickory may pursue any remedy available, either in equity or at law.

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

CITY OF HICKORY
A North Carolina Municipal Corporation

By: _____
Hank Guess, Mayor

ATTEST: (SEAL)

_____
Debbie D. Miller, City Clerk

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

_____
Attorney for the City of Hickory

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

_____
Kari Dunlap, Finance Officer

_____
Crystal Rogers, Applicant

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

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

(Seal) _____
Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

State of North Carolina County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Crystal Rogers personally came before me this day an acknowledged the he / she is the Representative of Elite Homes and Land, Inc. corporation / limited liability corporation / general partnership / limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 16th day of October, 2026.

My Commission Expires: October 26, 2030

Chasity L Hollar
Notary Public

CHASITY L HOLLAR
Notary Public, North Carolina
Catawba County
My Commission Expires
October 26, 2030

HICKORY
North Carolina
Life. Well Crafted.

Office of Business Development

MEMORANDUM

To: Hickory City Council

From: Community Appearance Commission

Re: Community Appearance Grant – Crystal Rogers (Elite Homes and Land, Inc)

Crystal Rogers (Elite Homes and Land, Inc.) has applied for a Community Appearance Grant. The proposal involves improvements to a commercial office building located at 310 4th St SW.

The grant proposal involves the complete repainting and replacement of the siding on the charming 1925 bungalow, which was converted into an office in 2004. Further landscape improvements, as well as updates to the concrete sidewalk and APA walking ramp, will also be made. The property is located within the City's defined Urban Revitalization Area and, as such, is eligible for consideration for a Community Appearance Grant.

The applicant has provided two (2) estimates for the work listed above; the lowest estimate totals $15,080. If City Council approves the proposed grant at the lower of the two estimates, the request qualifies for a $7,500.00 grant. Furthermore, after consideration, the Commission will move to grant a total of $5,790.00, reflecting the Commission's assessment of the project's overall impact on the appearance.

The subject property's current tax value is assessed at $177,900.00. The requested grant amounts to 3.2% of the property's tax value.

Please refer to the attached materials for complete information.

catawba county MAKING. LIVING. BETTER. Geospatial Information Services

Real Estate Search



N W E S

1in=60ft

Parcel: 370206480267, 310 4TH ST SW HICKORY, 28602

Owners: ROGERS CRYSTAL HARWELL,

Owner Address: 310 4TH ST SW, HICKORY NC 28602-2819

Values - Building(s): $156,100, Land: $21,800, Total: $177,900

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

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10/07/2026

Appearance Grant
Application Form

Project Location Address: 310 4th St. SW Hickory NC 28602

Applicant's Name: Crystal Rogers

Applicant's Mailing Address: 310 4th St SW Hickory NC 28602

Telephone: Day: 828-962-4466 Mobile: Same

E-mail address: elite.crystalrogers@gmail.com

Project Description: This is a charming 1925 Bungalow converted to an office in 2004. In order to preserve the character of the home a lot of wood was used around the columns and front porch that has decayed over time, along with original wood. I want to replace and paint all wood trim and porch floors as needed. The siding installed in 2004 is cement boards that shouldn't need painting for 30 years but the touch-up paint to cover cracks and nails has faded to the wrong color. I want to paint then entire house. I want to add a new sidewalk as the old one has crumbled and repair and paint the stairs and concrete ledges beside the stairs, to give a polished look. I want to add edging in front of the front tower beds, trim large bushes and add flowering bushes and plants & mulch. The back wood door is charming but damaged and I plan to replace with a new wood door with character.

This is currently a real estate office on busy 4th St. SW which is one of the main entrances into downtown. It is a beautiful, charming example of 1920's Hickory housing and could be a showpiece with a little TLC.

Total Estimated Project Cost $ 15,080

Grant Request Amount $ 7,500

Required Attachments

- ☐ Property Deed or Lease
- ☐ Color photographs of the existing site or project area
- ☐ A plan (drawing) of the site showing the exact location of proposed improvements
- ☐ A detailed list of the materials to be used
- ☐ A detailed project narrative that fully explains how the application meets the grant guidelines; and
- ☐ **Two cost estimates/bids**. Cost estimates must be from two different companies or individuals who are capable of performing the proposed work as outlined.

Certification by Owner

I have completed the enclosed application and attached the items requested above. I have been adequately informed of the requirements of this grant (including eligible and ineligible activities) and the process for review of my application.

I understand that the grant money will only apply for approved work that is completed in accordance with the information I have provided in this grant application. Additional work that may be done on site but that is not described in this application will not be reimbursed.

Owners Signature: Crystal Harwell Rogers Date: 6/23/26
(Owners signature must be notarized)

NORTH CAROLINA
CATAWBA COUNTY

I, Veronica Williams **, a Notary Public for said County and State, do hereby certify that** Crystal Harwell Rogers **personally appeared before my this day and acknowledge the due execution of the foregoing instrument.**

Witness my hand and official seal, this the 23rd **day of** June **,** 2026.

Veronica Williams NOTARY PUBLIC Caldwell County, NC

Veronica Williams
Notary Public

My Commission Expires: 11/13/2029

ESTIMATE

Veritas Expert Solutions LLC
940 Highland Ave NE # B
Hickory, NC 28601-4056

veritasexpertsolutions@gmail.com
+1 (239) 938-4613

Bill to
Crystal H Rogers
Elite Homes and Land
310 4th St SW
Hickory, NC 28602

Ship to
Crystal H Rogers
Elite Homes and Land

Estimate details
Estimate no.: 2604
Estimate date: 08/25/2026
Expiration date: 09/30/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Exterior Door**	Replace standard exterior rear entry door; includes frame adjustment, hardware, and weatherstripping.	1	$1,350.00	$1,350.00
2.	**Stair Railings**	Replace exterior handicap rails for walkway. Two (2) stair rails at 15 ft each (30 total linear ft). Steel or reinforced aluminum.	1	$2,150.00	$2,150.00
3.	**Front porch board repair**	Replace 10 broken 1" x 3" porch boards (pressure-treated or matching existing wood).	1	$850.00	$850.00
4.	**Porch deck refinishing**	Sand and paint front porch deck surface (360 sq. ft.). Includes surface prep and slip-resistant exterior floor paint.	1	$2,440.00	$2,440.00
5.	**Sidewalk replacement**	Tear out and replace 5' x 40' cracked concrete sidewalk (200 sq. ft.). Includes debris disposal and 4" pour.	1	$2,400.00	$2,400.00
6.	**Exterior Painting**	Full exterior painting of the home (1,120 sq. ft. paintable surface). Includes pressure wash, scraping, priming, and two coats.	1	$5,140.00	$5,140.00
7.	**Landscaping**	Front Foundation Landscape Installation Package (150 sq. ft.) Scope of Work & Overview A complete overhaul and revitalization of the front foundation beds, designed to enhance curb appeal with balanced height, year-	1	$750.00	$750.00

round color, clean border lines, and moisture-retaining soil cover.

1. Bed Preparation & Structural Edging

Bed Clearing & Soil Prep: Strip existing turf and weeds, lightly till compacted subsoil, and incorporate 1–2 inches of organic compost into the top layer.

Trenching: Spade-cut a clean, 4-inch deep trench around the bed perimeter.

Edging Installation: Install 30–35 linear feet of commercial-grade heavy-duty aluminum or poly landscape edging (or hand-cut natural Victorian spade edge) secured with anchoring stakes to permanently separate turfgrass from garden beds and prevent grass intrusion.

Total	**$15,080.00**
Expiry date	09/30/2026

Accepted date **Accepted by**

Blakeman Services

216 Lower Creek DR.
Lenoir
28645
(828)-383-3230
BlakemanWorks@gmail.com

ESTIMATE
EST0054

DATE
Aug 25, 2026

TOTAL
USD $15,450.00

TO

Crystal Rodgers

8417 Rolling Hills Dr
Hickory
28602
(828)-962-4466
Elite.crystalrogers@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Paint New coat of paint on exterior of building	$6,000.00	1	$6,000.00
Replace exterior door Remove and replace with new door	$1,500.00	1	$1,500.00
Wood repair Repair damaged wood on front of building	$3,000.00	1	$3,000.00
Paint Porch Repair all damage to porch and put a new coat of paint on porch and steps	$2,200.00	1	$2,200.00
Back railing Repair/replace back railing	$750.00	1	$750.00
Sidewalk Demo out and redo sidewalk	$1,500.00	1	$1,500.00
Landscaping # Front Entry Bed Renovation	$500.00	1	$500.00

Approximate Landscape Area: 150 sq. ft.

Project Description

Renovate the existing foundation planting area to create a cleaner, more intentional transition between the lawn and home. Work will focus on establishing a defined bed shape, improving the existing soil, and preparing the area for new landscape installation.

Site & Soil Improvement

* Remove unwanted grass, weeds, and existing surface vegetation from the designated foundation beds.
* Break up compacted areas of the existing soil to improve drainage and make the beds suitable

DESCRIPTION	RATE	QTY	AMOUNT

for planting.
* Add approximately 1–2 inches of organic compost and work the material into the upper portion of the existing soil.
* Leave the prepared planting area properly graded and ready for the subsequent landscape installation.

Defining the Landscape Area

A permanent separation will be established between the lawn and the newly renovated planting beds.

* Approximately **30–35 linear feet** of bed perimeter will be established.
* The perimeter will be cut into the existing ground to a depth of roughly **4 inches**.
* Install professional landscape edging along the prepared perimeter.
* Edging may consist of heavy-duty aluminum or durable poly material and will be anchored securely to maintain the intended bed shape.
* Where appropriate, the property owner may elect for a **hand-cut spade edge** instead of manufactured edging for a more natural appearance.

Finished Preparation

Upon completion of the preparation and edging work, the foundation beds will have a clearly established footprint, improved planting soil, and a defined lawn-to-bed transition. The area will be ready for installation of the planned landscape materials and plantings.

TOTAL	USD $15,450.00

Anything priced at 0 is not quoted and will need further examination for a quote. $0 is not the estimated price of the repair/job

The contractor reserves the right to deny any additional repairs that extend beyond the current scope of work that is stated in the above estimate.
Any extra work that is needed beyond the current scope of work stated above the contractor is willing to do upon negotiations.
The cost of supplies may fluctuate depending on the choice of supplies or design or time of purchase
Total cost may fluctuate depending on any issues found behind rotted/hidden areas that may come to light upon further inspection of the work
ESTIMATE is only a rough number and not an exact cost
The cost could fluctuate up or down depending on many circumstances that may or may not come to light

2601
1191

FILED
CATAWBA COUNTY
RUTH MACKIE
REGISTER OF DEEDS

FILED	Aug 19, 2004
AT	03:45:20 pm
BOOK	02601
PAGE	1191

BOOK 2601 PAGE 1191

The foregoing certificate(s) of
CRYSTAL B MUNDY
notary/notaries public
is/are certified to be correct.
Ruth Mackie
RUTH MACKIE Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

025436

Excise Tax: 0.00

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

Mail/Box to: Starnes & Killian PLLC

This instrument was prepared by: Starnes & Killian PLLC

Brief description for the Index: _____

THIS DEED made this 13 day of August, 2004, by and between

GRANTOR	GRANTEE
HUNTER C. HARWELL, Single	CRYSTAL HARWELL ROGERS, Married 4051 Harbour Court Granite Falls, NC 28630

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

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

SEE ATTACHED EXHIBIT A
The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.

A map showing the above described property is recorded in Plat Book _ page _.

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

James Williams & Co., Inc.
www.JamesWilliams.com

2601
1192

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

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

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____
(Entity Name)

By: _____
Title:

By: _____
Title:

By:
Title:

HUNTER C. HARWELL (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

State of North Carolina - County of CATAWBA

I, the undersigned Notary Public of the County and State aforesaid, certify that HUNTER C. HARWELL personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 13 day of August, 2004.

My Commission Expires: 11/2/07

CRYSTAL B. MUNDY NOTARY PUBLIC CATAWBA COUNTY, NC

Notary Public

State of North Carolina - County of *

I, the undersigned Notary Public of the County and State aforesaid, certify that * personally came before me this day and acknowledged that *he is the * of *, a North Carolina or * corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, *he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this * day of *, 20*.

My Commission Expires: *

*
Notary Public

State of North Carolina - County of *

I, the undersigned Notary Public of the County and State aforesaid, certify that *
Witness my hand and Notarial stamp or seal, this * day of *, 20*.

My Commission Expires: *

*
Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct.
This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
_____ Register of Deeds for _____ County.
By: _____ Deputy/Assistant - Register of Deeds

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Printed by Agreement with the NC Bar Association - 1981

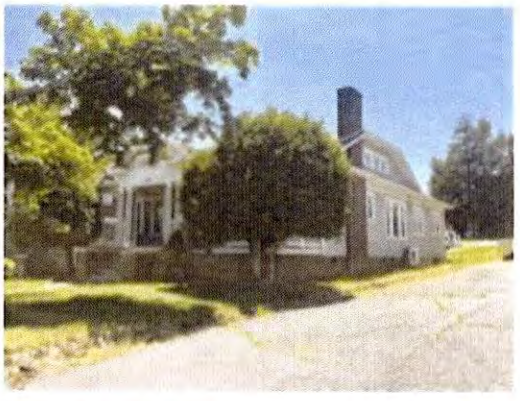
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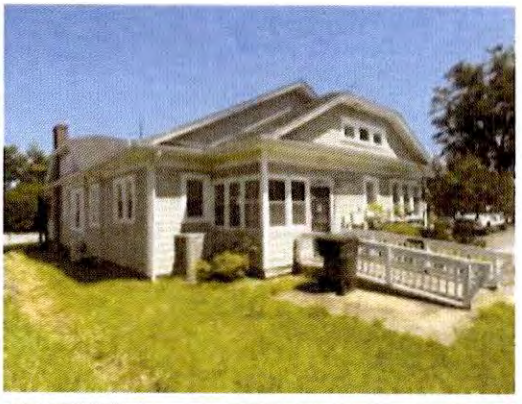
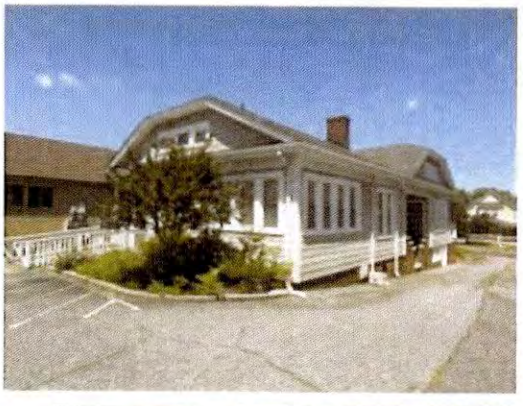
EXHIBIT "A"

Beginning at a stake in the Western margin of 15th Street, the Southeast corner of G.A. Thomason's lot, and runs thence westward with the Southern boundary line of said G.A. Thomason's lot 206 feet, more or less, to a stake in the eastern margin of 16th Street, said Thomason's Southwest corner; thence Southward with the Eastern margin of 16th Street 52 1/3 feet to a stake; thence Eastward 205 feet, more or less, to a stake in the western margin of 15th Street; thence with the western margin of 15th Street Northward 52 1/3 feet to the beginning.

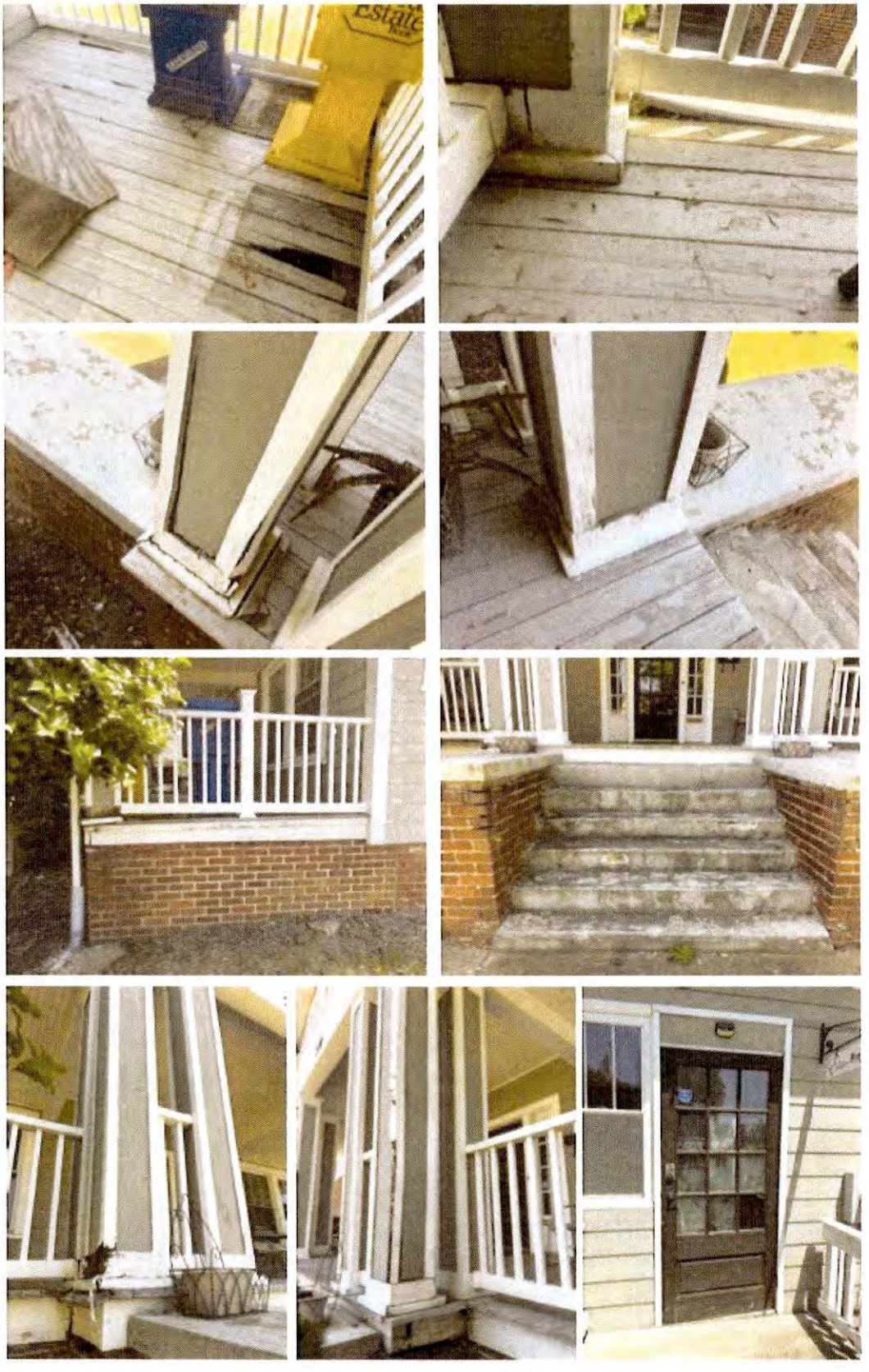
The same being a lot from the Northern portion of the lot conveyed by W. B. Councill, Commissioner, to G. L. Huffman by deed dated August 16, 1922, and recorded in the Office of the Register of Deeds for Catawba County, North Carolina, in Book 164 of Deeds, at Page 37. For further description of and chain of title to the lot hereby conveyed reference is hereby made to the following deeds and the records thereof in the Office of the Register of Deeds for Catawba County, North Carolina; Deed from George L. Huffman and wife, Sue Bettie Huffman to J.B. Winkler and wife, Carrie Winkler dated November 21, 1924, and recorded in Book 185 of Deeds, at Page 8; deed from J.B. Winkler and wife, Carrie Winkler to Mrs. Mae P. Broyhill, dated May 26, 1936, and recorded in Book 272, of Deeds, at Page 58; deed from T.H. Broyhill and wife, Mae P. Broyhill to Mrs. Consuelo P. Craig, dated July 19, 1941, and recorded in Book 416, at Page 621.

	City of Hickory Appearance Grant	June
Address	310 4th St SW	Hickory NC 28602
Occupancy	Real Estate Office Space	












Applicant: Crystal Rogers Property Address: 310 4th St SW Hickory, NC, 28602		Grant Type: Community Appearance	
Category	**Low (1 Point)**	**Medium (3 Points)**	**High (6 Points)**
Visibility	The improvement will not be readily visible from public street.	The improvement will be readily visible from public street.	The improvement will be readily visible from an entrance corridor, high traffic public street or other high traffic area (park, community center).
Value	Average or lower value. Meets minimum criteria for owner match.	A good deal. Supports a large owner investment.	Supplements high public or private investment, donations, or matching funds. Is an exceptional value.
Impact	Improves an aspect of the property other than façade or design of the building.	Improves building façade or overall property appearance significantly.	Improves building design and character. Changes the entire look of the property. Incorporates materials or other details that are contextually appropriate and well designed.
Alignment	Within Urban Revitalization Area.	Within Urban Revitalization Area and is an historical structure.	Within Urban Revitalization Area and complements Inspiring Spaces, or another City or Regional initiative or program.
Longevity	2-5 years Example: flowers, paint, land-clearing.	6-15 years Example: shrubs, roofing, awnings, facial renovations	16+ years Example: trees, masonry repairs, structural renovation
Viability	Improves a property having risky long-term business viability.	Improves a structure with proven short-term (1-3 year) business viability, or low-risk long-term viability.	Improves a structure with proven long-term (4 year +) business viability.
Category Totals	0 to 13 Points	14 to 19 Points	20+ Points
Category Minimums		2L + 4M	5M + 1H
Grant Category Scores			
Overall Grant Score			23

5
1
3
4
4
6

Visibility + Price reduction

$15,080.00
-$3,500.00
$5,790.00

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: Will Hamblin, Public Utilities Director

Contact Person: Will Hamblin, Public Utilities Director

Date: **October 20, 2026**

Re: **Directed Appropriations Project – Hickory-Longview Elevated Storage Tank and Water Resiliency Improvement Projects**

REQUEST

Staff requests Council acceptance of Amendment #2 to the Professional Services Agreement with KCI Technologies, Inc. for the Directed Appropriations Project – Hickory-Longview Elevated Storage Tank Engineering and Design, West Hickory Elevated Storage Tank improvements, and Water Treatment Facility upgrades, in the amount of $366,900.00.

BACKGROUND

The NC State Legislature awarded the City of Hickory funding through the Water Infrastructure Fund for several water and sewer projects. These projects will support economic development and improve the reliability of the water and sewer systems along the Highway 321 corridor, which includes the Hickory-Longview Elevated Storage Tank project.

The first phase of the Hickory-Longview Elevated Storage Tank project included data collection, water system modeling, and preparation of a technical memorandum. Based on the findings, the report recommended improvements to the Water Treatment Facility and the West Hickory Elevated Storage Tank.

ANALYSIS

Amendment #2 will consist of two separate resiliency projects:

(1) Upgrades to the Water Treatment Facility Finished Water Pump Station - $264,900
- Replace old electrical equipment and flow meter at the Finished Water Pump Station.
- Build a new electrical building next to the existing pump station.
- Change the electrical system from high-voltage to medium-voltage.
- Install new equipment to help control water flow and improve reliability.
- Connect the new flow meter to the plant's monitoring system.

(2) Improvements to the West Hickory Elevated Storage Tank - $102,000
-Install a small booster pump station to help move water from the tank into the distribution system.
- Add a valve to control water levels and improve tank turnover.
- Upgrade electrical and monitoring systems.

RECOMMENDATION

Staff recommends Council acceptance of Amendment #2 to the Professional Services Agreement with KCI Technologies, Inc. for Directed Appropriations Project – Hickory-Longview Elevated Storage Tank Engineering and Design; and Water Resiliency Improvement Projects in the amount of $366,900.00.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Project# 83316
0658033-580004

Reviewed by:

Will Hamblin Initiating Department Head	10/06/2026 Date	Asst. City Manager, Yaidee Fox	10/12/26 Date
Asst. City Manager, Rodney Miller	10/9/26 Date	Asst. City Manager, Steve Miller	10-13-26 Date
Finance Officer, Kari Dunlap	10/12/26 Date	Deputy Finance Officer, Cameron McHargue	10-12-26 Date

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

City Manager, W. Wood

10.13.26
Date

AMENDMENT #2
TO PROFESSIONAL SERVICES AGREEMENT
DIRECTED PROJECTS – LONGVIEW EST

KCI Project No. 00049206_001

THIS AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT ("**Amendment**") is entered into as of the date of last signature ("**Effective Date**") by and between KCI Associates of North Carolina, P.A. ("**KCI**") and the City of Hickory, North Carolina ("**Client**"), hereinafter referred to jointly as the "**Parties**" or singularly as the "**Party**".

1. **Amendments to the Agreement**. The following sections of the Professional Services Agreement, effective 5-20-2025 between the Parties ("**Agreement**") are hereby amended by mutual agreement of the Parties as of the Effective Date:

   a. Section A (Scope of Services) of the Agreement is amended by adding the following Additional Services:

TASK 3 - FINISHED WATER PUMP STATION NO. 1 (FWPS NO. 1)

KCI evaluated two areas of the City's finished water system. The first evaluation focused on improvements to Finished Water Pump Station No. 1 (FWPS No. 1), where the existing electrical equipment and flow meter are aging and in need of replacement. The Tech Memo generated from this evaluation recommended the following proposed modifications to improve the water distribution system:

a) Convert medium voltage switchgear, control and pumps to 480V
b) Add variable frequency drives (VFD's) for the FWPS No. 1 pumps
c) New electrical equipment from a) and b) to be housed in a new building adjacent to the existing FWPS No. 1 building
d) Replace the existing venturi flow meter with a mag meter and connect to existing plant SCADA system

Task 3.1a – Kickoff Meeting

- Schedule a Kickoff Meeting with Owner's key staff to conceptualize and establish overall goals and objectives for the project. The kickoff meeting will provide a forum to discuss the Owner's preferred options for the Project.

Task 3.1b – Data Collection & Review

Task 3.2b involves the review of any existing data available to assist in providing a complete analysis of what Owner would like to have incorporated into the Project. The following detailed tasks would be included in this Phase:

- **Data Collection:**
  - Collect and review additional information that could be relevant to the design of the Project;
    - Existing Record Drawings
    - Design Drawings for FWPS No. 1
    - One-line diagram for FWPS No. 1
    - Available shop drawings or manufacturer information on the existing pumps, switchgear, and ancillary electrical equipment
    - Any additional electrical load information for FWPS No. 1
  - Perform a topographic survey of the existing Project area. The survey will be conducted by a licensed survey sub-consultant and will include general topographic features and underground utilities where new equipment will be installed.
  - One (1) field visit for up to three (3) staff members

Task 3.1c – Preliminary Design (30 – 60%)

During Task 3.3c, KCI will take the information gathered in Tasks 3.1 & 3.2 will begin preliminary design for the Project. The following detailed tasks would be included in this Phase:

- Electrical Drawings:
  - Overall Electrical Site Plan
  - Demolition plans for Existing Switchgear and New Electrical Building area
  - Switchgear Electrical Plan
  - One-Line Diagram – Demolition
  - Overall New One-Line Diagram
  - Equipment, Cable, and Duct Bank Schedules and Sections
- Civil / Site & Structural Drawings:
  - Civil Demolition, Grading & Layout Plans
  - Erosion & Sediment Control Plans
  - Venturi Meter Demolition and Replacement Plans & Details
  - New Electrical Building Structural Design
- Prepare electrical design calculations;
- Sizing of switchgear for preliminary equipment selection;
- Prepare preliminary drawings (24x36) suitable for Owner review and approval;
- Prepare preliminary technical specifications. The Owner shall provide front end documents;
- QA/QC reviews by KCI senior staff will be performed prior to submitting preliminary deliverables to the Owner.
- Participate in one design review meeting with the Owner during preliminary design. The final design review meeting for this phase will include draft plans, preliminary detail sheets, and technical specifications.

Task 3.1d – Final Design (60 - 100%)

Upon Owner approval of the Preliminary Design, KCI will take the information from the previous tasks and initiate Final Design. The following detailed tasks would be included in this Phase:

- Prepare final construction detail drawings (24x36) and erosion/sediment control details;
- Prepare final drawings (24x36) suitable for bidding and construction;
- Prepare final one-line diagram;
- Prepare construction technical specifications and provide in a format suitable for bidding and construction.
- QA/QC reviews by KCI senior staff will be performed prior to submitting 60% and 90% deliverables to the Owner.
- Participate in design review meetings with the Owner at 60% and 90% of detailed design completion. Review comments from 60% stage will be incorporated into the 90% stage.
- Provide one revision to the 90% construction plans and specifications based on Owner feedback.
- Provide one revision to the 100% construction plans and specifications based on Owner feedback.
- Provide Opinions of Probable Costs at 60% and 90% design.
- Complete 100% construction plans and specifications ready for Bidding and Permitting

Assumptions and Exclusions:

- Owner will provide sufficient information on existing electrical systems and demands to accurately size new switchgear, and booster pump station
- Scope does not include an Arc Flash study for new electrical gear and panels

Task 3.2 –Permitting

Upon completion of the design phase, plans and specifications will be submitted to City of Hickory for final review and approval. All other necessary completed permitting packages will be submitted to City of Hickory for review. KCI will prepare and submit all permit applications and supporting documents to appropriate agencies. Anticipated permits include:

- NCDEQ Authorization to Construct

While not changing finished water pump capacity, they may want to review the construction sequence to ensure plant operation and review the voltage conversion documentation.

Task 3.3 – Bidding and Negotiation

The following detailed tasks are included in Task 3.6:

- Provide bid documents for the Owner's use
- Coordinate Advertisements for Bid

- Provide bidding coordination services, including review of procurement documents prepared by the Owner, preparing addenda and responding to RFIs as necessary
- Schedule and attend pre-bid meeting
- Schedule and attend bid opening
- Provide a certified bid tabulation
- Provide a recommendation of award letter for the lowest responsive bidder
- Prepare contract documents for use by the Owner and the construction contractor including
- Notice of Award
- Agreement and Construction Drawings
- Notice to Proceed

Task 3.4 – Construction Phase services – NOT IN CONTRACT (NIC)

Once the contractor has been awarded the contract, KCI will conduct the preconstruction meeting and provide construction phase services as described below. The following detailed tasks would be included in this Task:

- Attend preconstruction conference and twelve (12) monthly progress meetings.
- Review shop drawings and progress payments.
- Observe waterline testing by the contractor.
- Attend pre-final & final inspection with City personnel.
- Prepare certification for NC DEQ that project was constructed in accordance with the plans and specifications.
- Prepare Record Drawings conforming City and NC DEQ requirements.
- Provide Resident Project Representative (RPR) services to make periodic site visits to the project site and conduct construction observation of the work. RPR services are based on 8 hours/week for a 36-week construction period equaling 288 hours total.

TASK 4 - 1ST AVENUE ELEVATED STORAGE TANK (EST)

KCI evaluated two areas of the City's finished water system. The second evaluation considered improvements at the 1st Avenue EST to allow the tank to drain back into the distribution system and provide regular tank turnover. The Tech Memo, prepared by KCI, the following proposed modifications to improve the water distribution system :

a. Install a new booster pump station designed to help drain the tank and push water into the distribution system
b. Install associated Electrical and SCADA improvements

Task 4.1a – Kickoff Meeting

- Schedule a Kickoff Meeting with Owner's key staff to conceptualize and establish overall goals and objectives for the project. The kickoff meeting will provide a forum to discuss the Owner's preferred options for the Project.

Task 4.1b – Data Collection & Review

Task 4.2b involves the review of any existing data available to assist in providing a complete analysis of what Owner would like to have incorporated into the Project. The following detailed tasks would be included in this Phase:

- **Data Collection:**
  - Collect and review additional information that could be relevant to the design of the Project;
    - Existing Record Drawings
    - Design Drawings for 1st Avenue EST
    - One-line diagram for 1st Avenue EST
  - Perform a topographic survey of the existing Project area. The survey will be conducted by a licensed survey sub-consultant and will include general topographic features and underground utilities where new equipment will be installed.
  - One (1) field visit for up to three (3) staff members
    - Booster pump station plan and elevation drawings
    - Electrical Site Plan
    - One-Line Diagram
    - Equipment, Cable, and Duct Bank Schedules and Sections
    - Booster pump station, EST and distribution system connections

Task 4.1c – Preliminary Design (30 – 60%)

During Task 4.1c, KCI will take the information gathered in Tasks 4.1& 4.2 and will begin preliminary design for the Project. The following detailed tasks would be included in this Phase:

- Preliminary Design Drawings:
  - Civil /site layout drawings
  - Booster pump station plan and elevation drawings
  - Electrical Site Plan
  - One-Line Diagram
  - Equipment, Cable, and Duct Bank Schedules and Sections
  - Booster pump station, EST and distribution system connections
- Prepare electrical design calculations;
- Sizing of switchgear for preliminary equipment selection;
- Prepare preliminary drawings (24x36) suitable for Owner review and approval;
- Prepare preliminary technical specifications. The Owner shall provide front end documents;
- QA/QC reviews by KCI senior staff will be performed prior to submitting preliminary deliverables to the Owner.
- Participate in one design review meeting with the Owner during preliminary design. The final design review meeting for this phase will include draft plans, preliminary detail sheets, and technical specifications.

Task 4.1d – Final Design (60 - 100%)

Upon Owner approval of the Preliminary Design, KCI will take the information from the previous tasks and initiate Final Design. The following detailed tasks would be included in this Phase:

- Prepare final construction detail drawings (24x36) and erosion/sediment control details;
- Prepare final drawings (24x36) suitable for bidding and construction;
- Prepare final one-line diagram;
- Prepare construction technical specifications and provide in a format suitable for bidding and construction.
- QA/QC reviews by KCI senior staff will be performed prior to submitting 60% and 90% deliverables to the Owner.
- Participate in design review meetings with the Owner at 60% and 90% of detailed design completion. Review comments from 60% stage will be incorporated into the 90% stage.
- Provide one revision to the 90% construction plans and specifications based on Owner feedback.
- Provide one revision to the 100% construction plans and specifications based on Owner feedback.
- Provide Opinions of Probable Costs at 60% and 90% design.
- Complete 100% construction plans and specifications ready for Bidding and Permitting

Assumptions and Exclusions:

- Owner will provide sufficient information on existing electrical systems and demands to accurately size new switchgear, and booster pump station
- Scope does not include an Arc Flash study for new electrical gear and panels

Task 4.2 –Permitting

Upon completion of the design phase, plans and specifications will be submitted to City of Hickory for final review and approval. All other necessary completed permitting packages will be submitted to City of Hickory for review. KCI will prepare and submit all permit applications and supporting documents to appropriate agencies.

Task 4.3 – Bidding and Negotiation

The following detailed tasks are included in Task 4.6:

- Provide bid documents for the Owner's use
- Coordinate Advertisements for Bid
- Provide bidding coordination services, including review of procurement documents prepared by the Owner, preparing addenda and responding to RFIs as necessary
- Schedule and attend pre-bid meeting
- Schedule and attend bid opening
- Provide a certified bid tabulation

- Provide a recommendation of award letter for the lowest responsive bidder
- Prepare contract documents for use by the Owner and the construction contractor including
- Notice of Award
- Agreement and Construction Drawings
- Notice to Proceed

Task 4.4 – Construction Phase services - NOT IN CONTRACT (NIC)
Once the contractor has been awarded the contract, KCI will conduct the preconstruction meeting and provide construction phase services as described below. The following detailed tasks would be included in this Task:

- Attend preconstruction conference and eight (8) monthly progress meetings.
- Review shop drawings and progress payments.
- Observe waterline testing by the contractor.
- Attend pre-final & final inspection with City personnel.
- Prepare certification for NC DEQ that project was constructed in accordance with the plans and specifications.
- Prepare Record Drawings conforming City and NC DEQ requirements.
- Provide Resident Project Representative (RPR) services to make periodic site visits to the project site and conduct construction observation of the work. RPR services are based on 8 hours/week for a 16-week construction period equaling 128 hours total.

b. The Fees and Payments section of the Agreement is amended to include the following fee for the Additional Services added by this Amendment:

Task	Description	Lump Sum Fee
3	**Finished Water Pump Station No. 1 (FWPS No. 1)**	
3.1	Preliminary & Final Design	**$243,800**
	KCI	$105,400
	Electrical	$116,600
	Survey	$11,000
	Structural	$10,800
3.2	Permitting	**$8,600**
3.3	Bidding & Negotiation	**$12,500**
3.4	Construction Phase Services	**NIC**
	KCI – Construction Administration	**NIC**
	KCI – RPR (Estimated)	**NIC**
	Electrical	**NIC**
	Task 3 Subtotal =	***$264,900***

Task	Description	Lump Sum Fee
4	**1st Avenue Elevated Storage Tank (EST)**	
4.1	Preliminary & Final Design	**$82,400**
	KCI	$58,200
	Electrical	$6,600
	Survey	$11,000
	Structural	$6,600
4.2	Permitting	**$8,600**
4.3	Bidding & Negotiation	**$11,000**
4.4	Construction Phase Services	**NIC**
	KCI – Construction Administration	**NIC**
	KCI – RPR (Estimated)	**NIC**
	Electrical	**NIC**
	Task 4 Subtotal =	***$102,000***
	Amendment #2 Total =	**$366,900**

2. **Definitions**. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

3. **Agreement Remains in Effect**. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. **Counterparts**. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one and the same agreement, and it will not be necessary in making proof of this Amendment to produce or account for more than one such fully executed counterpart. Electronic signatures shall be deemed an original signed writing for all purposes hereof and that either Party may produce such copies or electronic signatures, without the need to produce original, hand-written signatures, to prove the existence of this Amendment in any proceeding brought hereunder.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed. Each Party warrants and represents that its respective signatories are duly authorized to execute this Amendment.

KCI:

KCI Associates of North Carolina, P.A.
BY:

DocuSigned by:
Gary Mryncza
1D04AEDA0CBD48A...
Signature

Gary Mryncza
Name

Vice President
Title

10-1-26
Date

CLIENT:

City of Hickory
BY:

Signature

Name

Title

Date

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

City of Hickory
Finance Officer

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Will Hamblin, Public Utilities Director

Contact Person: Will Hamblin, Public Utilities Director

Date: October 20, 2026

Re: NW Sewer Extension Design – Amendment 2

REQUEST

Staff requests Council approval of Amendment 2 to the Professional Services Agreement with Freese and Nichols, Inc., for the NW Sewer Extension Design, in the not to exceed amount of $261,400.00.

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 lift station will be constructed.

ANALYSIS

Freese and Nichols Inc. was selected as the most qualified engineering firm to perform the design of the sewer lift station project in October 2021. The original contract for the NW Sewer Extension included design and bidding services. Bids were received and opened in September 2026, with award pending NCDEQ - DWI approval. Amendment 2 will include Construction Phase Services including Project Management, DWI Coordination, Construction Administration, Site Visits, and Project Closeout.

RECOMMENDATION

Staff recommends Council approval of Amendment 2 to the Professional Services Agreement with Freese and Nichols, Inc., for the NW Sewer Extension Design, in the not to exceed amount of $261,400.00.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Project# 83308
0658033-581704

Reviewed by:

Will Hamblin Initiating Department Head	10/06/2026 Date	Asst. City Manager, Yaidee Fox	10/22/26 Date
Asst. City Manager, Rodney Miller	10/9/26 Date	Asst. City Manager, Steve Miller	10-13-26 Date
Finance Officer, Kari Dunlap	10/12/26 Date	Deputy Finance Officer, Cameron McHargue	10-12-26 Date

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

City Manager, W. Wood

10-13-26
Date

Revised: 3-13-2026

SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF HICKORY AND FREESE AND NICHOLS, INC. FOR PROFESSIONAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF HICKORY AND FREESE AND NICHOLS, INC. FOR PROFESSIONAL SERVICES (the "Second Amendment") is made by and between City of Hickory, a North Carolina municipal corporation, having a mailing address of P.O. Box 398, Hickory, North Carolina 28603 (the "City" or "Owner"), and Freese and Nichols, Inc., having a mailing address of 1017 Main Campus Drive, Suite 1200, North Carolina 27606 ("FNI" or "Engineer"). This Second Amendment is effective as of the last date signed below (the "Effective Date"). The City and FNI may be referred to collectively as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, the Parties entered into that certain Agreement Between City of Hickory and Freese and Nichols, Inc. for Professional Services dated October 5, 2021, for the NW Sewer Extension Project (the "Original Agreement"). The Original Agreement provides for preliminary design, final design, permitting, survey, geotechnical, and bid and award services for an hourly not-to-exceed amount of $344,960.00; and the First Amendment provides additional duration of services for an hourly not-to-exceed amount of $16,764.00; and

WHEREAS, the Parties desire to amend the Original Agreement to add project management, Division of Water Infrastructure coordination, construction administration, and resident project representation services, subject to the limitations and requirements set forth in this Second Amendment.

NOW, THEREFORE, IN CONSIDERATION of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

A. **MODIFICATIONS.** The Original Agreement is amended as provided below. Except as expressly amended by this Second Amendment, all terms of the Original Agreement remain in full force and effect.

1. **ADDITIONAL SCOPE OF SERVICES.** Section I and Exhibit A of the Original Agreement are supplemented by Attachment A, Scope of Services, attached to and incorporated into this Second Amendment. FNI shall perform the additional services described in Attachment A in accordance with the Original Agreement and this Second Amendment.

2. **COMPENSATION.** As full compensation for satisfactory completion of all services described in Attachment A, the City shall pay FNI a not-to-exceed fee of Two Hundred Sixty-One Thousand, Four Hundred Dollars ($261,400.00). The not-to-exceed fee includes all labor, travel, mileage, printing, ordinary project expenses, and other direct expenses necessary to complete Attachment A, except regulatory fees that the City has approved in advance and that are reimbursable at direct cost without markup under Section VI of the Original Agreement. After this increase, aggregate compensation authorized

under the Original Agreement, as amended, is Six Hundred Twenty-Three Thousand, One Hundred and Twenty Four Dollars ($623,124.00). No amount above the not-to-exceed fee is payable for Attachment A services unless the City authorizes Additional Services in advance under Paragraph 5 below.

3. **RATES AND INVOICES.** FNI may invoice the flat-fee services monthly based on the percentage of each task actually completed. Each invoice shall identify the flat-fee task, allocated task amount, percentage previously completed, percentage currently billed, amount currently billed, and remaining task and flat-fee balances. Additional Services authorized under Paragraph 5 shall be invoiced separately at the hourly rates shown in Attachment B, attached to and incorporated into this Second Amendment. Those hourly rates shall remain fixed through completion of the Project unless changed by written amendment. Invoices for Additional Services shall identify the written authorization, employee or labor category, hours, rate, task, reimbursable expense, amount previously billed, amount currently billed, and remaining authorized balance.

4. **PERIOD OF SERVICE.** The additional services will begin only after the City issues written authorization to proceed. Construction administration and project management services are based on a construction period not exceeding twelve (12) months. Part-time resident project representation is limited to nine (9) months after the Contractor mobilizes and shall not exceed ten (10) hours per week on average or a total of three hundred ninety (390) hours. Closeout, record-drawing, final certification, and one-year warranty inspection services remain included notwithstanding expiration of those construction-period assumptions. A delay or extension does not automatically increase compensation; any adjustment must be approved in advance by written amendment.

5. **ADDITIONAL SERVICES.** FNI shall not perform or invoice Additional Services unless the City authorizes the specific services in advance through a written amendment or other written instrument executed in accordance with Section 12 of Exhibit B to the Original Agreement. Each authorization shall state the scope and an hourly not-to-exceed amount. Properly authorized Additional Services will be billed at the hourly rates in Attachment B and may include only those reimbursable expenses expressly approved in the authorization. The City's knowledge of work, participation in meetings, silence, acceptance of a deliverable, or payment of other invoices does not constitute authorization. If FNI anticipates exceeding an authorized hour or dollar limit, FNI shall promptly notify the City and shall not exceed the limit without further written authorization.

6. **CONSTRUCTION CONTRACT DOCUMENTS.** FNI shall administer construction using the construction contract documents approved and executed by the City. Use of City-approved general conditions, forms, administrative procedures, or funding-agency requirements shall not, by itself, constitute an additional service. Any material procedure not available to FNI as of the Effective Date shall be addressed under Paragraph 5 above.

7. **LIMITATION OF AUTHORITY.** FNI may review, evaluate, assist with negotiations, and make recommendations concerning contractor requests, changes, payment applications, and claims. FNI has no authority to bind the City; authorize additional work, compensation, or time; direct work that changes contract price or time; approve a change order; admit liability; waive City rights; or settle a claim. All change orders, settlements,

and other binding decisions require approval and execution by the City. FNI shall coordinate claim matters with the City Attorney when directed by the City.

8. **FUNDING REQUIREMENTS.** FNI shall perform the additional services and prepare required documentation in compliance with applicable requirements of the North Carolina Department of Environmental Quality, Division of Water Infrastructure, and the State Revolving Fund program that the City or funding agency identifies as applicable to the Project. Routine funding-agency coordination, reporting, reviews, and resubmittals required for the work described in Attachment A are included in the compensation stated above.

9. **INSURANCE.** FNI shall procure and maintain, at its own expense, the following insurance coverage: (a) Workers' Compensation insurance as required by applicable law; (b) Employer's Liability insurance with limits of not less than $250,000; (c) Automobile Liability insurance with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage, covering all owned, non-owned, and hired vehicles; (d) Commercial General Liability insurance covering bodily injury, personal injury, and property damage, with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, with the general aggregate limit applying separately to this Project; and (e) Professional Liability insurance with limits of not less than $1,000,000 per claim for claims arising from negligent acts, errors, or omissions in the performance of services under this Agreement for which FNI is legally liable.

   The City shall be named as an additional insured under the Commercial General Liability and Automobile Liability policies. FNI shall furnish certificates of insurance evidencing the required coverage to the City.

   FNI shall indemnify the City against claims to the extent caused by FNI's negligent acts, errors, or omissions. Neither Party shall be liable to the other Party for any special, incidental, indirect, or consequential damages arising out of, resulting from, or relating to the Project or this Agreement, regardless of cause, including negligence, errors or omissions, strict liability, or breach of contract.

   Before beginning the additional services, FNI shall provide updated certificates demonstrating that the insurance required by the Original Agreement and this Second Amendment remain in effect. FNI shall maintain the required coverage throughout performance of the additional services, including closeout and warranty-inspection services.

B. MISCELLANEOUS.

1. **DEFINED TERMS; ORDER OF PRECEDENCE.** Capitalized terms not defined in this Second Amendment have the meanings assigned in the Original Agreement. In the event of a conflict, the documents control in the following order: (a) this Second Amendment; (b) the Original Agreement, including Exhibit B; (c) Attachment A; and (d) Attachment B. Attachment A and Attachment B do not modify the standard of care, indemnification, insurance, ownership, governing law, venue, termination, or authorization requirements of the Original Agreement except as this Second Amendment expressly provides.

2. **NO OTHER REVISIONS.** Except as expressly modified by this Second Amendment, the Original Agreement remains unchanged and in full force and effect. This Second Amendment does not release, waive, or impair any claim or right that accrued before the Effective Date.

3. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Second Amendment may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures delivered electronically or through an electronic-signature platform shall be effective as original signatures.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives.

FREESE AND NICHOLS, INC.

By: CHARLES B. ARCHER
Its: VICE PRESIDENT
Date: 9/29/26

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives.

[AFFIX SEAL]

ATTEST:

_____
Debbie Miller, City Clerk

CITY OF HICKORY,
a North Carolina Municipal Corporation

_____
By: Warren Wood
Its: City Manager

Date: _____

Pre-Audit Certificate

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

_____
Kari Dunlap, Finance Officer

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

_____
Timothy D. Swanson, City Attorney

ATTACHMENT A
SCOPE OF SERVICES

1. Project Management and DWI Coordination

FNI will continue to provide project management services including tracking budget and schedule monthly, perform quality assurance and quality control (QA/QC) reviews for the project, provide monthly project status updates to City staff, and provide meeting summaries for all project meetings throughout the construction phase which is anticipated for a duration of 12 months.

FNI will continue to coordinate with DWI staff to complete the required reviews throughout the bidding and construction phase of the project including all contract modifications, project progress reporting and inspections, and other documentation as required by the SRF funding. This task also includes DWI coordination and resubmittals to date as were required for the approval of the plans and specifications.

2. Construction Administration

Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the Work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the Work of the Project.

A. Services will be administered using the construction contract documents approved and executed by the City. Any request for additional compensation arising from a material change to those documents or procedures is governed exclusively by Paragraph 5 of the Second Amendment.

B. Assist Owner in conducting one in-person (1) pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.

C. Establish communication procedures with the Owner and Contractor. Submit monthly reports of construction progress for up to twelve (12) months. Reports will describe construction progress in general terms and summarize project costs, construction schedule and pending and approved contract modifications.

D. Attend and conduct up to twelve (12) monthly construction progress meetings, to be held virtually via Teams and to include preparation of an agenda, and meeting minutes for each of the meetings.

E. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's

submittals, including requests for information (RFIs) (one review each), modification requests, shop drawings (two reviews/each shop drawing), schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Assumed approximately forty (40) shop drawings, fifteen (15) RFIs, two (2) modification requests based on similar lift station projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules. Shop drawings requiring more than two (2) reviews shall be considered additional services.

F. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the general conditions of the construction contract.

G. The Engineer will make up to twelve (12) visits, approximately once every month, to observe the progress and the quality of Work and to attempt to determine in general if the Work is proceeding in accordance with the construction contract documents. FNI will document these visits in an Engineer's Site Visit Report and report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.

H. Notify the Contractor of non-conforming Work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents.

I. FNI will coordinate with the Contractor concerning third-party testing laboratories and inspection bureaus required for testing or inspection of materials, witnessed tests, and factory testing. FNI will review results furnished to it and promptly report failed tests or observed deficiencies to the City. Testing and inspection costs are not included in FNI's services unless expressly stated in the construction contract or this Amendment.

J. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

K. Establish procedures for administering changes to the construction contract. Evaluate proposed changes and advise the City concerning cost and time impacts. Prepare change-order and field-order documentation for City review and execution. FNI shall not authorize changes or bind the City. Design services for substitutions or modifications outside the original design may be additional services only if approved in advance under Paragraph 5 of the Second Amendment.

L. Prepare documentation for design-related contract modifications. Receive and evaluate contractor claims and make recommendations to the City based on the information submitted and available project records. At the City's direction, assist the City and City Attorney in negotiations. Routine claim evaluation is included; unusually extensive expert analysis, litigation, arbitration, deposition, or trial support is an additional service only if

approved in advance under Paragraph 5 of the Second Amendment.

M. The Engineer shall provide support during the startup and commissioning of the project. This support shall include attending pre-startup meetings and assisting Contractor with coordination of vendors. Attendance of start-up is expected to be by the Engineer and Resident Project Representative (RPR).

N. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the construction contract documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment. Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s).

O. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. "Record Drawings" shall be provided by FNI to the Owner in CAD Files (dwg) and PDF format.

P. Submit to NCDEQ one final Full Engineer's Certification.

Q. Complete a warranty inspection of the completed project one (1) year post-construction.

Deliverables for this Task include the following:

- Pre-construction meeting agenda and minutes
- Contract modifications, as required (Change Orders, Work Change Directives, etc.)
- Monthly progress reports
- Recommendations for payment
- Punch list documentation
- Record drawings (CAD, GIS, and PDFs)
- Warranty inspection reports and photographs

3. Resident Project Representation Services

FNI will have a part-time RPR on the Site during the anticipated nine (9) month on site construction period. The RPR will provide ongoing RPR services for the duration of the project at a rate of ten (10) hours per week on average. The duties, responsibilities and the limitations of authority of the RPR, and designated assistants, are as follows:

A. RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

B. FNI will provide part-time RPR services for up to nine (9) months beginning when the Contractor mobilizes. RPR services are limited to ten (10) hours per week on average and three hundred ninety (390) total hours unless the City authorizes additional services in advance under Paragraph 5 of the Second Amendment.

C. Duties and Responsibilities of RPR:

1) Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

2) Liaison:

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

b. Assist in obtaining from Owner additional details or information, when requested.

3) Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the construction contract documents.

b. Based on the information, knowledge and belief of RPR, report to Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the construction contract documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the construction contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to Engineer appropriate details relative to the test procedures and start-ups.

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

D. Limitations of Authority of RPR:

1) Shall not authorize any deviation from the construction contract documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.

2) Shall not exceed limitations of Engineer's authority as set forth in Agreement or the

construction contract documents.

3) Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.

4) Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the construction contract documents.

5) Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or Contractor.

6) Shall not accept shop drawing or sample submittals from anyone other than the Contractor.

7) Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.

RPR Documentation

For each site visit, the RPR shall provide a dated report with photographs identifying work observed, approximate contractor staffing, tests and inspections witnessed, nonconforming or potentially defective work, weather or material-delivery issues affecting progress, pending decisions, and significant schedule or cost concerns. Urgent safety, environmental, or quality concerns observed by the RPR shall be reported promptly to FNI and the City; this reporting duty does not transfer the Contractor's safety responsibilities to FNI or the City.

ATTACHMENT B
SCHEDULE OF RATES AND TASK BUDGET

The final amendment should attach (1) a task-by-task allocation of the hourly not-to-exceed fee among project management and DWI coordination, construction administration and observation, closeout and record drawings, and (2) FNI's hourly rate schedule applicable solely to Additional Services authorized in advance under Paragraph 5 of the Second Amendment.

Task	Description	Fee
A	Project Management/DWI Coordination	$37,830
B	Construction Administration/Observation	$187,700
C	Closeout/Record Drawings	$35,870

COMPENSATION

Compensation to FNI for Basic Services shall be computed on the basis of the following Schedule of Charges, but shall not exceed Two Hundred Sixty One Thousand Four Hundred Dollars ($261,400).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate
Professional 1	136
Professional 2	167
Professional 3	185
Professional 4	214
Professional 5	250
Professional 6	286
Construction Manager 1	117
Construction Manager 2	145
Construction Manager 3	159
Construction Manager 4	199
Construction Manager 5	239
Construction Manager 6	273
Construction Representative 1	105
Construction Representative 2	117
Construction Representative 3	145
Construction Representative 4	159
CAD Technician/Designer 1	115
CAD Technician/Designer 2	148
CAD Technician/Designer 3	184
Corporate Project Support 1	110
Corporate Project Support 2	133
Corporate Project Support 3	177
Intern / Coop	74

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)	$75
Pressure Data Logger (each)	$500
Water Quality Meter (per day)	$100
Microscope (each)	$150
Ultrasonic Thickness Guage (per day)	$275
Coating Inspection Kit (per day)	$275
Flushing / Cfactor (each)	$500
Backpack Electrofisher (each)	$1,000

	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2026.

1022026

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Chief Bryan Adams
Contact Person: Andy Kerley
Date: October 7, 2026

Re: Acceptance of a Milwaukee "Cut Off Machine" saw.

REQUEST: The Hickory Police Department requests permission to accept a Milwaukee "Cut Off Machine" saw, valued at $899.00 which would be donated by Hickory Home and Garden.

BACKGROUND: The Special Operations Team relies on specialized equipment to safely and effectively respond to critical incidents and other situations that require capabilities beyond those used during normal patrol operations. The addition of this saw provides our team with another highly valuable tool that will enhance our ability to conduct tactical operations, perform rescues, and respond to emergency circumstances where rapid access may be essential.

ANALYSIS: The saw would be utilized as a specialized entry tool to gain access to structures that would require such a tool.

RECOMMENDATION: The Police Department recommends accepting this saw as it adds an additional tool to assist in gaining access to buildings when needed.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

Bryan Adams Initiating Department Head	10-7-26 Date	Attorney, Tim Swanson	Date
Asst. City Manager Rodney Miller	10/9/26 Date	Asst. City Manager, Steve Miller	10-13-26 Date
Finance Officer, Kari Dunlap	10/12/26 Date	Deputy Finance Officer, Cameron McHargue	10-12-26 Date
Asst. City Manager Yaidee Fox	10/12/26 Date		

Recommended for approval and placement on October 20st, 2026 Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

City Manager, W. Wood

10-13-26
Date


FUEL
BRUSHLESS
Milwaukee
CUT-OFF MACHINE
ONE-KEY

RESOLUTION NO. 26-___

RESOLUTION AUTHORIZING ACCEPTANCE OF A DONATED SAW FOR THE HICKORY POLICE DEPARTMENT

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 and 160A-240.1, the City of Hickory has authority to acquire and hold personal property, including property acquired by gift for use by the City or any City department; and

WHEREAS, the Hickory Police Department's Special Operations Team relies on specialized equipment to safely and effectively respond to critical incidents and other situations requiring capabilities beyond those used during normal patrol operations; and

WHEREAS, a saw has been offered for donation to the City for use by the Hickory Police Department as a specialized entry tool to gain access to structures during lawful tactical operations, rescues, and emergency circumstances where rapid access may be essential; and

WHEREAS, the City Council finds that acceptance of the donated saw will enhance the Special Operations Team's operational capabilities and serve the public purposes of protecting life and property and maintaining law and order.

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

1. The City Council authorizes acceptance of the donated saw for use by the Hickory Police Department, including its Special Operations Team, subject to the requirements of this Resolution.

2. The City Manager, or the City Manager's designee, including the Chief of Police, is authorized to accept the saw on behalf of the City and complete any necessary transfer documentation, provided the Chief of Police determines that the saw is suitable for its intended use and consistent with the Department's operational needs. Any donor condition or material financial obligation shall require further City Council approval before acceptance.

3. Upon acceptance, the saw shall become the property of the City of Hickory and shall be inventoried, used, maintained, and, when appropriate, disposed of in accordance with applicable law and City policies. Acceptance shall not obligate the City to retain or use the saw for any specific period of time.

4. The City Manager and Chief of Police are authorized to take the actions necessary to implement this Resolution. This Resolution is effective upon adoption.

Adopted this the _____ day of _____, 2026

[AFFIX SEAL]

THE CITY OF HICKORY

ATTEST:

By: _____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

10

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Will Hamblin, Public Utilities Director

Contact Person: David Cox, Assistant Public Utilities Director

Date: October 20, 2026

Re: Water Treatment Facility 2.0 MG Clearwell Rehabilitation Evaluation and Design

REQUEST

Staff requests Council acceptance of a Professional Services Agreement with McGill Associates, P.A., for Water Treatment Facility 2.0 MG Clearwell Rehabilitation Evaluation and Design in the amount of $104,200.00.

BACKGROUND

The City of Hickory Public Utilities Department owns and operates a 32 MGD conventional surface water treatment facility near Lake Hickory with 4 on-site clearwells. The City of Hickory conducted assessments and evaluated options for structural rehabilitation/repair of the existing 2.0 MG clearwell due to concrete and coating deterioration.

ANALYSIS

To ensure resilience of the 2.0 MG clearwell, an engineered design will be developed for concrete repairs and rehabilitations, surface preparation, and application of protective coatings work to be implemented for the external top slab and exposed sections of the 2.0 MG clearwell structure.

A Request for Qualifications was issued for this project in January 2026. Statements of Qualifications were received from interested firms and were reviewed by City Staff. City staff selected McGill Associates, P.A., as the firm best positioned to complete the project based on experience and their demonstrated understanding of the project.

This project is included in the Water Treatment Facility Capital Improvement Plan for FY26-27.

RECOMMENDATION

Staff recommends Council acceptance of a Professional Services Agreement with McGill Associates, P.A., for Water Treatment Facility 2.0 MG Clearwell Rehabilitation Evaluation and Design in the amount of $104,200.00.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

0308024-547301

Reviewed by:

Will Hamblin Initiating Department Head	10/08/2026 Date	Asst. City Manager, Yaidee Fox	10/12/26 Date
Asst. City Manager, Rodney Miller	10/9/26 Date	Asst. City Manager, Steve Miller	10-13-26 Date
Finance Officer, Kari Dunlap	10/12/26 Date	Deputy Finance Officer, Cameron McHargue	10-12-26 Date

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

City Manager, W. Wood

10-13-26
Date

AGREEMENT FOR ENGINEERING SERVICES

This **AGREEMENT FOR ENGINEERING SERVICES** dated the _____ day of _____, 2026, is made and entered into by and between the **City of Hickory**, a North Carolina municipal corporation, having a mailing address of P.O. Box 398, Hickory, NC 28603 ("OWNER") and **McGill Associates, P.A.**, a North Carolina professional association, having a mailing address of P.O. Box 2259, Asheville, NC 28802 ("ENGINEER"). The identified parties are at times referred to herein collectively as "Parties" and individually as a "Party."

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the project entitled **Water Treatment Facility 2.0 MG Clearwell Evaluation & Rehabilitation** (the "Project"); and

WHEREAS, the ENGINEER desires to provide professional engineering services necessary to complete the Project in accordance with this Agreement and the Basic Fee Schedule and Terms and Conditions for Professional Services, attached hereto as Attachments A and B, respectively, are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, the receipt and sufficiency of which are hereby acknowledge, the Parties mutually agree as follows:

PURPOSE/SCOPE

The purpose and scope of the Project are to provide planning services for the existing 2.0-million-gallon (MG) clearwell based upon on-site observations and prior condition assessments prepared for the OWNER by third parties. The ENGINEER shall develop a recommended approach to concrete rehabilitation and protective coating work on the exterior top slab and exposed sections of the clearwell structure. Following the OWNER's review and approval of the recommended approach, the ENGINEER shall prepare bid documents for the selection of a contractor to perform concrete rehabilitation, repairs, and protective coating work. The contractor's work shall be limited to surface preparation, surficial concrete repairs and rehabilitations, and the application of the required protective coating or coatings.

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

1.1 As directed by the OWNER, provide professional engineering services during all phases of the Project; serve as OWNER's professional engineering representative for the Project; and provide professional consultation and advice to the OWNER in connection with the services performed under this Agreement.

1.2 Provide all personnel necessary to perform the services required for the Project, except as otherwise provided herein. Such personnel shall not be employees of, or have any contractual relationship with, the OWNER. All services shall be performed by the ENGINEER or under the ENGINEER's supervision, and all personnel engaged in the Project shall be qualified and, when required, duly licensed under North Carolina law to perform such services.

1.3 Obtain and furnish, or cause to be obtained and furnished, all required approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise provided herein or agreed to in writing by the Parties.

1.4 Obtain written authorization from the OWNER or the OWNER's designee before proceeding with the Project, performing any Additional Services as described in Section 3, or performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to the OWNER's right to terminate as provided herein.

1.5 Comply with existing federal, state, and local laws and regulations governing equal employment opportunity. The ENGINEER shall include equivalent requirements in each subcontract entered into in connection with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 PRELIMINARY PLANNING

2.1.1 Meet with OWNER's staff and the water treatment plant operations personnel to review and clarify the scope of work, confirm that the 2.0MG clearwell is the structure designated for rehabilitation and application of protective coatings, review current water plant operations associated with both clearwells, and discuss any known concrete or coating deficiencies affecting the 2.0MG clearwell structure. The ENGINEER shall also review prior evaluations and conditions assessments prepared by others.

2.1.2 Obtain available record drawings, plans, and other relevant documentation from the OWNER concerning the existing clearwell structures and compare such records with visible field conditions.

2.1.3 Clearwell Planning Services

2.1.3.1 Visual Review. Perform a general, walking visual review of the exterior top slab and exposed sides of the 2.0MG clearwell. The review shall be limited to observations made from safe, readily accessible walking services around the exterior of the structure.

2.1.3.2 Written Summary. Prepare a written summary identifying the recommended scope of concrete repair, rehabilitation, and protective-coating work for the exterior top slab and exposed sides of the 2.0MG clearwell.

2.1.3.3 OWNER Review. Review the written summary with the OWNER, obtain the OWNER's concurrence regarding the recommended approach, and discuss the limitations of the proposed surficial rehabilitation and protective-coating work.

2.2 DESIGN PHASE

2.2.1 Prepare a complete set of bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the rehabilitation and protective coatings work for use in solicitation of bids from qualified contractors. Tasks associated with this document preparation include development of all design functions, site investigations, and coordination for all disciplines of work including construction sequencing of the project.

2.2.2 Review all the design documents as described above with the OWNER for comments and approval at the point of reaching the 80% design milestone. Receive comments from the Owner and modify the documents accordingly to achieve the final bid documents.

2.2.3 Furnish copies of the final bid documents as required to accomplish the construction phase.

2.2.4 Assist the OWNER in advertising, receiving, opening and evaluating bids.

2.2.5 Coordinate public bid advertisement issuance. Actual publication costs to be paid separately by the OWNER.

2.2.6 Coordinate the distribution of bid documents to prospective bidders.

2.2.7 Conduct a pre-bid conference and prepare meeting minutes.

2.2.8 Respond to bidder questions and prepare and coordinate issuance of Addenda as required.

2.2.9 Consult with and advise the OWNER as to the acceptability of Contractors who submit bids and make recommendations as to the lowest responsive and responsible bidder.

2.2.10 Assist the OWNER in the preparation of the Notice of Award to the selected Contractor.

2.2.11 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.2.12 Schedule a preconstruction conference with the OWNER, Contractor, ENGINEER and other applicable parties.

SECTION 3 - ADDITIONAL SERVICES

The ENGINEER shall provide or obtain the following "Additional Services" only upon the OWNER's prior written authorization. Before performing any Additional Services, the ENGINEER shall submit a written description of the proposed services, the reason they are required, the anticipated effect on the Project schedule, and the proposed compensation, including any applicable not-to-exceed amount. Additional Services do not include services required to correct the ENGINEER's negligent acts, errors, or omissions or other failure to comply with this Agreement.

3.1 Services resulting from material changes to the Project's scope or design requested or approved by the OWNER, including material changes in size, complexity, design criteria, or schedule, except to the extent such changes result from the ENGINEER's fault or failure to perform in accordance with the applicable standard of care.

3.2 Revisions to previously approved studies, reports, Design Documents, drawings, or specifications when the revisions are required by causes beyond the ENGINEER's reasonable control and are not necessary to correct the ENGINEER's negligent acts, errors, or omissions.

3.3 Preparing to serve or serving as a witness on the OWNER's behalf in litigation, condemnation, arbitration, or other legal or administrative proceedings involving the Project, except for proceedings arising from the ENGINEER's fault, breach of this Agreement, or negligent acts, errors, or omissions.

3.4 Other Project-related professional services not included in the Basic Services and specifically identified and authorized in writing by the OWNER.

3.5 Professional investigations or testing not expressly described in Section 2, including laboratory testing, reinforcing-steel assessments, testing performed by subconsultants or third parties, destructive or nondestructive testing, and testing to determine existing conditions of the exterior

top slab, visible exterior walls, or any other portion of the 2.0MG clearwell or other clearwell structures.

3.6 Construction Phase Services not expressly included in Section 2, including site observations; coordination of testing; review of submittals and shop drawings for conformance with the design concept and requirements of the Contract Documents; preparation of proposed change orders; review of payment applications; responses to requests for information; preparation of punch lists; assistance with Project closeout; and preparation of record drawings based on information furnished by the Contractor and others. The ENGINEER shall not be responsible for inaccuracies in record information furnished by others that the ENGINEER could not reasonably have discovered through the exercise of the applicable standard of care.

SECTION 4 - OWNER'S RESPONSIBILITIES

The OWNER shall:

4.1 Provide information reasonably available to the OWNER concerning its requirements, objectives, constraints, and criteria for the Project.

4.2 Make available to the ENGINEER information in the OWNER's possession or control that is reasonably pertinent to the Project, including existing plans, drawings, reports, evaluations, and other data relating to the design and construction of the Project. The ENGINEER shall review such information and notify the OWNER of any material inconsistencies or deficiencies that the ENGINEER discovers. The ENGINEER shall remain responsible for conducting any verification required by the standard of care.

4.3 Furnish available data and information concerning prior underwater or "in-tank" inspections, including, photos, videos, and condition assessment reports by the OWNER's inspection contractor.

4.4 Provide the ENGINEER reasonable access to property owned or controlled by the OWNER as necessary to perform the authorized services. When access to private property is required, the OWNER shall make reasonable efforts to obtain permission for such access. The ENGINEER shall comply with applicable site-access, security, and safety requirements disclosed by the OWNER.

4.5 Designate a representative authorized to transmit instructions, receive information, and communicate the OWNER's decisions concerning the Project. The OWNER's representative shall not have authority to amend this Agreement, authorize Additional Services, increase compensation, or extent the Project schedule unless such authority is expressly granted in writing by the OWNER.

4.6 Review sketches, estimates, specifications, drawings, proposals and other documents submitted by the ENGINEER and provide decisions and comments within the time periods established in the mutually agreed Project schedule or, if no time period is specified, within a reasonable time. The OWNER's review , comments, approval, or acceptance shall not relieve the ENGINEER of responsibility for performing its services in accordance with this Agreement and the applicable standard of care.

4.7 Obtain legal, accounting, insurance, and auditing services services that the OWNER determines are reasonably necessary for the Project and that are not included within the ENGINEER's services under this Agreement.

4.8 Notify the ENGINEER promptly after the OWNER becomes actually aware of a material defect or nonconformity in the Project or the ENGINEER's services. This obligation does not impose upon the OWNER a duty to inspect, supervise, or discover defects or nonconformities.

4.9 Furnish services expressly identified in this Agreement as the OWNER's responsibility. The OWNER may authorize the ENGINEER to perform Additional Services only in accordance with Section 3. The ENGINEER shall not perform Additional Services without the OWNER's prior written authorization.

4.10 Pay only those costs expressly identified in this Agreement as the OWNER's responsibility.

4.11 The ENGINEER may rely upon all documents and information provided by the OWNER as accurate and reliable in the performance of its services for the project that is the subject of this agreement.

SECTION 5 - PERIOD OF SERVICES

5.1 Unless this agreement has been terminated in accordance with Section 7.1, the ENGINEER shall perform the services authorized by the OWNER within the time periods established in the mutually agreed Project schedule. The ENGINEER shall commence each phase only upon receiving the OWNER's written authorization to proceed. The ENGINEER shall provide only those planning, design, bidding, construction, and post-construction phase services expressly described in this Agreement and authorized in writing by the OWNER.

5.2 The parties acknowledge that a delay may occur between completion of the Design Phase and commencement of the Construction Phase. A delay of six (6) months or less shall not entitle the ENGINEER to additional compensation or an adjustment of its rates. If the Project is suspended or delayed for more than six (6) consecutive months solely for reasons beyond the ENGINEER's reasonable control and through no fault of the ENGINEER or its consultants, the ENGINEER may submit a written request for an adjustment limited to the reasonable, documented increase in the cost of performing the remaining services directly attributable to the delay. The request shall include supporting documentation and shall be submitted before the ENGINEER performs the affected services. No adjustment to compensation, rates, or schedule shall be effective unless approved in a written amendment executed by the OWNER and the ENGINEER.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

6.1.1 The OWNER shall compensate the ENGINEER for the Basic Services described in Section 2 on a lump-sum basis as follows::

Section 2.1 (Lump Sum Fee): Preliminary Planning	**$21,700**
Section 2.2 (Lump Sum Fee): Design Phase	**$82,500**
	Total: $104,200

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER shall compensate the ENGINEER for Additional Services described in Section 3 only when such services have been authorized in writing by the OWNER before they are performed. Compensation shall be based on the actual time reasonably expended by the ENGINEER's principals and employees assigned to the Project, together with authorized reimbursable expenses actually incurred, at the rates set forth in Attachment A, Basic Fee Schedule. Compensation shall not exceed any limitation stated in the OWNER's written authorization without the OWNER's prior written approval.

6.3 TIMES OF PAYMENT

6.3.1 The ENGINEER shall submit monthly invoices, and the OWNER shall pay all undisputed amounts in accordance with the invoicing and payment terms set forth in Attachment B.

6.4 GENERAL

6.4.1 **Suspension for Nonpayment.** If a material, undisputed amount remains unpaid for sixty (60) days after the OWNER receives a complete and correct invoice, the ENGINEER may suspend its services after giving the OWNER at least ten (10) days' written notice identifying the overdue amount and the intended date of suspension. The ENGINEER may suspend services only if the OWNER fails to pay the undisputed amount within the notice period. The ENGINEER shall not suspend services because of a good-faith dispute or in a manner that creates an unreasonable risk to public health, safety, or property.

6.4.2 **Payment Following Termination.** Compensation payable following termination of this Agreement shall be determined exclusively in accordance with Section 7 of Attachment B.

6.4.3 **Project Suspension or Delay.** The ENGINEER's rights and the OWNER's payment obligations arising from any suspension, delay, or abandonment of the Project shall be determined exclusively in accordance with Section 5.2. No suspension, delay, or abandonment shall entitle the ENGINEER to additional compensation unless approved by the OWNER in a written amendment to this Agreement.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

7.1.1 Refer to Attachment B.

7.2 OWNERSHIPHIP OF DOCUMENTS

7.2.1 All drawings, specifications, reports, estimates, calculations, field notes, data, exhibits, bidding and contract documents, electronic files, and other materials specifically prepared by the ENGINEER or its consultants for the Project ("Project Documents") shall at all times remain the property of the ENGINEER. The ENGINEER shall grant a nonexclusive license to the OWNER for the perpetual use of the Project Documents upon payment for the services associated with those Project Documents, whether this Agreement is completed or terminated early. The license granted to the owner herein shall be solely for the use of the Project Documents for the project that the said Documents were created for, unless written authorization for additional uses is granted in writing by the ENGINEER.

Further, the ENGINEER retains ownership of its preexisting materials, standard details, methodologies, software, and proprietary tools incorporated into the Project Documents. The ENGINEER grants the OWNER a perpetual, irrevocable, royalty-free, transferable, and nonexclusive license to use, reproduce, modify, distribute, and create derivative works from such materials as incorporated into the Project Documents for the construction, operation, maintenance, repair, alteration, expansion, and future use of the Project.

Upon the OWNER's request or termination of this Agreement, the ENGINEER shall provide the Project Documents in the electronic and hard-copy formats required by this Agreement. The ENGINEER may retain archival copies for its records. Any reuse or modification of the Project Documents without the ENGINEER's involvement shall be at the OWNER's sole risk, except to the extent a claim arises from the ENGINEER's negligent acts, errors, or omissions in the original Project Documents.

7.3 OPINIONS OF PROBABLE COST

7.3.1 Refer to Attachment B.

7.4 INSURANCE AND CLAIMS

7.4.1 Refer to Attachment B.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 Refer to Attachment B.

7.6 ENTIRE AGREEMENT

7.6.1 This Agreement, including all attachments incorporated herein, constitutes the entire agreement between the OWNER and the ENGINEER concerning its subject matter and supersedes all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral. This Agreement may be amended, supplemented, or otherwise modified only by a written instrument executed by authorized representatives of both Parties.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

ATTEST:

By: _____
DOUGLAS CHAPMAN, PE
Vice President – Regional Manager

_____

Date: 10-8-2026

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first written above.

CITY OF HICKORY

_____

By: Warren Wood
Its: City Manager

Attest: _____ Date: _____

Debbie Miller, City Clerk

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

_____

Kari Dunlap, Finance Officer

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

_____

Timothy D. Swanson, City Attorney

ATTACHMENT A - BASIC FEE SCHEDULE

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	$320			
Principal – Regional Manager – Director	$265	$275	$295	$305
Practice Area Lead	$235	$260	$285	$295
Senior Project Manager	$235	$255	$280	$290
Senior Engineer	$235	$255	$280	$290
Project Manager	$205	$220	$235	$245
Senior Project Engineer	$205	$220	$235	$245
Project Engineer	$165	$180	$190	$200
Engineering Associate	$145	$155	$160	$165
Planner- Consultant – Designer	$145	$160	$180	$200
Engineering Technician	$130	$145	$155	$165
CAD Operator – GIS Analyst	$110	$120	$135	$145
Construction Services Manager	$190	$200	$210	$225
Construction Administrator	$145	$160	$170	$185
Construction Field Representative	$120	$130	$145	$155
Project Administrator	$110	$130	$135	$155
Funding-Financial Service-Manager	$215	$230	$240	$250
Grant Administrator	$135	$150	$160	$170
Environmental Specialist	$115	$125	$130	$135
Administrative Assistant	$90	$100	$110	$125
Survey Party Chief	$110	$125	$140	$160
Survey Field Technician	$95	$100	$105	$110

EXPENSES

a. Mileage - $0.75/mile

b. Flow Monitoring Equipment: Pressure Flow Meter- $400/wk.; Gravity Flow Meter - $1,000/deployment

c. Robotics/GPS Equipment: $35/hr.

d. Aquatic Surveying Equipment – Vessel $250/day

e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

ATTACHMENT B – TERMS AND CONDITIONS

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care applicable to all professional engineering, consulting, and related services performed or furnished by the ENGINEER and its employees, agents, and consultants under this Agreement shall be the care, skill, and diligence ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or a similar locality. The ENGINEER shall perform its services in compliance with all applicable federal, state, and local laws, regulations, codes, and professional licensing requirements. If the ENGINEER's services fail to conform to the foregoing standard of care, the ENGINEER shall, upon written notice from the OWNER, promptly reperform or correct such services, to the extent reasonably necessary to conform to the standard of care, without additional compensation from the OWNER. Except for the ENGINEER's express obligations under this Agreement, the ENGINEER makes no warranties or guarantees, express or implied, concerning its professional services.

2. INSURANCE/INDEMNITY

The ENGINEER shall procure and maintain, at its own expense, the following insurance coverage: (a) Workers' Compensation insurance as required by applicable law; (b) Employer's Liability insurance with limits of not less than $250,000; (c) Automobile Liability insurance with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage, covering all owned, non-owned, and hired vehicles; (d) Commercial General Liability insurance covering bodily injury, personal injury, and property damage, with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, with the general aggregate limit applying separately to this Project; and (e) Professional Liability insurance with limits of not less than $1,000,000 per claim for claims arising from negligent acts, errors, or omissions in the performance of services under this Agreement for which the ENGINEER is legally liable.

The OWNER shall be named as an additional insured under the Commercial General Liability and Automobile Liability policies. The ENGINEER shall furnish certificates of insurance evidencing the required coverage to the OWNER.

The ENGINEER shall indemnify the OWNER against claims to the extent caused by the ENGINEER's negligent acts, errors, or omissions. Likewise, to the extent permitted by law, the OWNER shall indemnify the ENGINEER against all claims caused by the OWNER'S negligent acts, errors or omissions. Neither Party shall be liable to the other Party for any special, incidental, indirect, or consequential damages arising out of, resulting from, or relating to the Project or this Agreement, regardless of cause, including negligence, errors or omissions, strict liability, or breach of contract

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinion of probable Project cost or probable construction cost prepared by the ENGINEER shall be based upon the information reasonably available to the ENGINEER at the time and shall represent the ENGINEER's professional judgment as an experienced and qualified professional engineer. Because the ENGINEER has no control over the cost or availability of labor, materials, equipment, or services furnished by others; contractors' methods of determining prices; or competitive bidding and market conditions, the ENGINEER does not warrant or

guarantee that proposals, bids, or actual Project or construction costs will not vary from the ENGINEER's opinions of probable cost.

This provision does not modify or excuse the ENGINEER's obligations to design the Project in accordance with any construction budget expressly established in this Agreement or to notify the OWNER promptly if the ENGINEER determines that the anticipated construction cost is likely to exceed that budget. This provision also does not apply to any fixed price, Guaranteed Maximum Price, or other express cost commitment separately accepted in writing by the party contractually responsible for providing such commitment.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement.

5. SERVICES AND INFORMATION

The OWNER shall provide the ENGINEER with information reasonably available to the OWNER concerning the OWNER's requirements, objectives, constraints, performance criteria, and budget for the Project. The OWNER shall also make available any OWNER-furnished standard details, specifications, and bidding documents that the OWNER requires the ENGINEER to incorporate into the Project Documents. The ENGINEER shall review the information furnished by the OWNER and promptly notify the OWNER of any material inconsistency, omission, or deficiency discovered by the ENGINEER. The ENGINEER remains responsible for performing any verification required by the applicable standard of care.

Unless expressly included in the ENGINEER's scope of services, the ENGINEER is not responsible for providing legal, insurance, accounting, or auditing services or advice. The OWNER may obtain advice from attorneys, insurance professionals, accountants, or other consultants as the OWNER determines appropriate. Nothing in this provision relieves the ENGINEER of its obligations under this Agreement or the applicable standard of care, and the OWNER's review, approval, or reliance upon the ENGINEER's services or Project Documents shall not relieve the ENGINEER of responsibility for its negligent acts, errors, or omissions.

6. RE-USE OF DOCUMENTS

Any reuse or modification of the Design Documents without the ENGINEER's involvement or written authorization shall be at the OWNER's sole risk, except to the extent that a claim or loss arises from the ENGINEER's negligent acts, errors, or omissions in the original Design Documents.

7. TERMINATION OF AGREEMENT

The OWNER may terminate this Agreement, in whole or in part, for convenience upon ten (10) days' written notice to the ENGINEER. Either Party may terminate this Agreement for material breach by the other Party if the breaching Party fails to cure such breach within ten (10) days after receiving written notice describing the breach.

Upon termination, the ENGINEER shall cease the terminated services as directed by the OWNER, take reasonable steps to minimize additional costs, and deliver to the OWNER all completed and partially completed Project documents for which payment is made.

If compensation is based on a lump sum, the OWNER shall pay the ENGINEER for the portion of authorized services performed in an acceptable standard of the engineering trade through the effective date of termination, determined based on the percentage of each applicable task or phase completed, together with authorized reimbursable expenses incurred through that date. If compensation is based on cost reimbursement, the OWNER shall pay the ENGINEER for authorized services and reimbursable expenses actually incurred through the effective date of termination.

If the OWNER terminates for convenience, the OWNER shall also reimburse the ENGINEER for reasonable, documented, and unavoidable costs resulting from commitments that became firm before the ENGINEER received notice of termination, provided that such commitments were authorized under this Agreement and could not reasonably be canceled or mitigated. The ENGINEER shall not be entitled to anticipated profit or fees for services not performed. The OWNER's total payment shall not exceed the compensation that would have been payable had the terminated services been completed.

If the OWNER terminates this Agreement because of the ENGINEER's uncured material breach, the ENGINEER shall not be entitled to termination costs directly related to the uncured breach, and the OWNER may withhold amounts reasonably necessary to protect against costs and damages resulting from the breach, subject to final reconciliation.

8. INVOICES

The ENGINEER shall submit monthly invoices describing the services performed during the billing period, the applicable task or phase, the percentage of completion for lump-sum services, and any authorized reimbursable expenses. Each invoice shall include documentation reasonably required by the OWNER. The OWNER shall pay all undisputed amounts within thirty (30) days after receiving a complete and correct invoice.

The ENGINEER shall maintain records supporting its invoices and reimbursable expenses for at least three (3) years after final payment or for any longer period required by applicable law or funding requirements. Such records shall be available for inspection and audit by the OWNER or its authorized representatives upon reasonable notice.

If the OWNER disputes any invoiced amount, including because of insufficient supporting documentation, the OWNER may withhold the disputed amount and pay the undisputed balance. The OWNER shall notify the ENGINEER of the basis for the dispute within a reasonable time. The parties shall work in good faith to resolve the dispute. Any amount determined to be payable shall be included in a subsequent invoice or paid pursuant to a corrected invoice.

Interest may accrue on undisputed amounts not paid within thirty (30) days after the OWNER receives a complete and correct invoice at the lesser of one percent (1%) per month or the maximum rate permitted by applicable law.

Interest shall not accrue on any amount reasonably disputed by the OWNER unless and until the dispute is resolved, and then only from the date the resolved amount becomes due.

If a material undisputed amount remains unpaid after its due date, the ENGINEER may suspend its services only after providing the OWNER at least ten (10) days' written notice identifying the overdue amount and the intended date of suspension. The ENGINEER may suspend services only if the OWNER fails to pay the undisputed amount within that notice period. The ENGINEER shall not suspend services because of a good-faith dispute or in a manner that creates an unreasonable risk to public health, safety, or property.

9. CHANGES

No amendment, modification, or change to this Agreement or any attachment shall be effective unless set forth in a written instrument that identifies the affected services, any adjustment to compensation or the Project schedule, and any other modified terms. The instrument must be dated and executed by authorized representatives of both Parties.

If the ENGINEER determines that circumstances require a change in the scope of services, compensation, or Project schedule, the ENGINEER shall promptly notify the OWNER in writing and provide a detailed description of the proposed change, the reason for the change, and its anticipated effect on compensation and time for performance. Except in an emergency involving an imminent threat to public health, safety, or property, the ENGINEER shall not perform changed or additional services until the OWNER has authorized them through a written amendment executed in accordance with this provision.

The lump-sum compensation stated in this Agreement shall not be adjusted unless the scope of Basic Services is modified by a written amendment executed by both Parties. Additional Services shall be authorized and compensated only in accordance with Section 3 and other applicable compensation provisions of the Agreement for Engineering Services. The ENGINEER shall not be entitled to additional compensation or an extension of time for changes resulting from the ENGINEER's fault, failure to perform in accordance with the applicable standard of care, or failure to account for services reasonably inferable from the agreed scope.

10. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

ENGINEER shall comply with NC's e-verify program.

11. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event

ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and sub-consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

12. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

13. ALLOCATION OF RISK

OWNER and ENGINEER have evaluated the risks and rewards associated with this project, including ENGINEER'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of Engineer (and its related corporations, sub-consultants, and employees) to OWNER and third parties granted reliance is limited to the fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ENGINEER's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damage is paid under Engineer's commercial general liability insurance policy.

14. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party or negligent in the performance of services rendered, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

15. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked.

16. PROFESSIONAL LICENSURE

All work shall be sealed by a properly licensed design professional in North Carolina doing business in the state of North Carolina. These shall include but not be limited to: Engineer, Landscape Architect, Surveyor, Architect, Geologist, etc.

17. NC PROHIBITIONS ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL

ENGINEER represents and certifies that it is not listed on, and will not become listed on, the Final Divestment Lists maintained by the North Carolina State Treasurer pursuant to N.C.G.S. Chapter 147, Articles 6E and 6G, and shall not use any subcontractor so listed. ENGINEER shall reimburse the OWNER for any damages, costs, and attorneys' fees arising from a violation of this provision.

18. E-VERIFY

To the extent this agreement is subject to N.C.G.S. §§ 143-129 or 143-133.3, ENGINEER represents and warrants that it and its subcontractors comply with Article 2 of Chapter 64 of the North Carolina General Statutes.

19. PUBLIC RECORDS COMPLIANCE

ENGINEER acknowledges that the OWNER is subject to North Carolina public records laws and shall, upon request, promptly provide any records in its possession or control relating to the Agreement, in a reasonably requested format, and assist the OWNER in responding to public records requests. ENGINEER shall not designate information as confidential except as permitted by applicable law.

20. CONFIDENTIALITY

ENGINEER shall protect the OWNER's confidential information using at least reasonable care, use it solely for purposes of performing the Agreement, and not disclose it to any third party except as necessary to perform the Agreement or as required by law.

21. GOVERNMENTAL IMMUNITY

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

22. PERFORMANCE OF GOVERNMENT FUNCTIONS

Nothing contained in the Agreement 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.

23. PRE-AUDIT REQUIREMENT

The Agreement 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.

24. CHOICE OF LAW

The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict-of-laws principles. Any legal action or proceeding arising out of or relating to the Agreement shall be brought exclusively in the state courts located in Catawba County, North Carolina, or, if federal jurisdiction exists, in the United States District Court for the Western District of North Carolina. Each party hereby irrevocably submits to the personal jurisdiction of such courts and waives any objection based on improper venue or forum non conveniens.

25. 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 the Agreement, 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.

26. ASSIGNMENT; SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

ENGINEER shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of the Agreement.

28. NO THIRD-PARTY RIGHTS CREATED

The Agreement is intended for the benefit of the OWNER and ENGINEER and not any other person, except to the extent otherwise expressly stated in the Agreement.

29. NOTICE

In addition to any other methods required, notice provided to the OWNER under the Agreement shall be in writing and delivered by certified mail, return receipt requested, or by email with confirmation of receipt to the addresses specified below:

City of Hickory
P.O. Box 398
Hickory, NC 28603
Attn: City Manager (email wwood@hickorync.gov)

Notice provided to the ENGINEER under the Agreement shall be in writing and delivered by certified mail, return receipt requested, or by email with confirmation of receipt to the addresses specified below:

McGill Associates, PA
1240 19th St. Ln NW
Hickory, NC 28601
Attn: Douglas Chapman, PE (email doug.chapman@mcgillassociates.com)

30. SEVERABILITY

If any provision of the Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect to the extent the remaining provisions fulfill the original intent of the parties.

31. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance due to causes beyond its reasonable control, including acts of God, natural disasters, pandemic, war, riot, or government action, provided that the affected party gives prompt notice and uses commercially reasonable efforts to mitigate the impact. This provision shall not excuse payment obligations. If such conditions continue for an extended period, either party may terminate the Agreement upon written notice.

32. MODIFICATIONS; ENTIRE AGREEMENT

A modification of the Agreement 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. The Agreement contains the entire agreement between the parties pertaining to the subject matter of the Agreement. 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 the Agreement. In the event of a conflict between the Agreement and the Terms and Conditions, the Terms and Conditions shall control.

33. CITY MANAGER'S AUTHORITY

To the extent, if any, the OWNER has the power to suspend or terminate the Agreement or ENGINEER's services under the Agreement, that power may be exercised by the City Manager or a deputy or assistant City Manager without City Council action.

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

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

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

Date: **10/20/2026**

Re: **Miracle of Hickory Park Modification**

REQUEST

Staff requests Council acceptance and approval of the contract between the City of Hickory and T.P. Howard's Plumbing Co., Inc. which outlines the Modifications to Miracle of Hickory Park.

BACKGROUND

City of Hickory staff have been making efforts to expand the amenities offered at Miracle of Hickory Park. Plans for these improvements began in 2022 and led us to apply for an Accessible Parks Grant in 2024. The NC Division of Park & Recreation awarded 5:1 matching grant fund to include parking improvements, accessible routes, accessible restrooms, a shaded pavilion, an accessible stage, and associated park furnishings / landscaping. Benesch has since drafted plans for these improvements and gone through the necessary permitting.

ANALYSIS

After receiving seven (7) valid bids, the lowest responsive bidder was determined to be T.P. Howard's Plumbing Co., Inc. The total price for this work was determined to be $464,570.00.

RECOMMENDATION

Staff recommends Council acceptance and approval of contract between the City of Hickory and T.P. Howard's Plumbing Co., Inc., which outlines Modifications to Miracle of Hickory Park.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

061-6200-570102

Reviewed by:

Caroline M. Kone, PE Initiating Department Head	10/9/26 Date	Asst. City Manager Yaidee Fox	10/12/26 Date
Asst. City Manager Rodney Miller	10/9/26 Date	Asst. City Manager Steve Miller	10-13-26 Date
Finance Officer, Kari Dunlap	10/12/26 Date	Deputy Finance Officer, Cameron McHargue	10-12-26 Date

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

City Manager, W. Wood

Date

Miracle of Hickory Park - Modification
Project # 27-006
City of Hickory NC
Bid Date: September 23, 2026 at 2:30 P.M.

Bid for Single Prime

Contractor	License No.	Bid Bond	Addenda 1	Addenda 2	Base Bid	Total Bid
T. P. Howard's Plumbing Co., Inc.	83225	X	X	X	$464,570.00	$464,570.00
Our Kings Construction, Inc.	79972	X	X	X	$480,000.00	$480,000.00
DDI of Hickory, LLC	63496	X	X		$498,000.00	$498,000.00
G&M Structures, LLC	107789	X	X	X	$528,736.00	$528,736.00
Moss-Marlow Building Co., Inc.	42468	X	X	X	$565,919.00	$565,919.00
Eagle Wood, Inc.	12347	X	X	X	$632,787.50	$632,787.50
Miles-McClellan Construction Company, Inc.	63358	X	X	X	$644,000.00	$644,000.00

I hereby acknowledge that this is a true and accurate tabulation of bids received for Miracle of Hickory Park - Modification September 23, 2026 at 2:30 P.M..

Jon Wood, PLA CLARB
Alfred Benesch & Company
2359 Perimeter Pointe Parkway, Suite 350
Charlotte, NC 28208

benesch

HICKORY
North Carolina

Life. Well Crafted.

PROJECT MANUAL

FOR

MIRACLE OF HICKORY PARK MODIFICATION

PROJECT NUMBER: 27-006

CITY OF HICKORY, NORTH CAROLINA

ADVERTISEMENT DATE: AUGUST 26, 2026

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I. INVITATION TO BID

A. INVITATION TO BID

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

PROJECT NAME:	Miracle of Hickory Park Modification
PROJECT NUMBER:	27-006
PRE-BID MEETING:	September 9, 2026, 11:00 AM
BID QUESTION DEADLINE:	September 16, 2026, by 4:00 PM
BID DUE DATE AND TIME:	September 23, 2026, by 2:30 PM
BID LOCATION:	City of Hickory Engineering Department 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, concrete pavement, asphalt pavement, sidewalks, curb work, prefabricated restroom building, accessible stage, and ancillary work illustrated in the contract documents.

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

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.

1.27 **Project.** Miracle of Hickory Park Modification Project Number 27-006.

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. 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.

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 itis 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

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

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.

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.

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 **City of Hickory, Engineering Department, 76 N. Center Street, Hickory, NC 28602**.

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

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;

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.

III. BID FORMS AND SUPPLEMENTS

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:

Four Hundred Sixty Four Thousand Five Hundred Seventy Dollars ($ 464,570.00)

UNIT PRICES

Line Item	Sheet/Detail or Spec No.	Description	Qty	Unit	Unit Price	Extended Price
1	A1.1/A3.1/P1/E1/E2	Restroom Building/Delivery	1	LS	165000.00	165000.00
2	A1.1/A3.1/P1/E1/E2	Restroom Building – Site Preparation/Final Connection to Utilities			17000.00	17000.00
3	A1.0/A3.0/E2	Accessible Stage	1	LS	32000.00	32000.00
4		Mobilization, incl. Surveying	1	LS	30000.00	30000.00
5	C100	Comprehensive Demolition	1	LS	20000.00	20000.00
6	C300/C301	Comprehensive Erosion & Sediment Control	1	LS	10000.00	10000.00
7	C302	Comprehensive Grading	1	LS	40000.00	40000.00
8	6/C501	Painted Accessible Pedestrian Striping	344	SF	10.00	3440.00
9	2/C501	Concrete Curb & Gutter, incl. Sloped Ends & Tapers (match existing)	98	LF	70.00	6860.00
10	1/C501	Asphalt Surface Course, Type S9.5B	321	SY	25.00	8025.00
11	1/C501	Asphalt Intermediate Course, Type I-19.0C	149	SY	25.00	3725.00
12	3/C501	4" Concrete Sidewalk, 3000 PSI	244	SY	135.00	32940.00
13	32 17 23	Parking Lot Striping, Thermoplastic Pavement Markings, 4", 90 mils	72	LF	15.00	1080.00
14	5/C501	Accessible Parking - Ramp / Signage / Striping / Symbols	1	LS	7500.00	7500.00
15	C400	Water and Sewer Site Utilities, incl. all costs to include all utilities as shown in Project Drawings	1	LS	43000.00	43000.00
16	7/C501	Single Post Pyramid Cantilever Shade Structure, Provided & Installed	1	EA	20000.00	20000.00

17	E3	Site Electrical, incl. all costs to include all elec. Utilities as shown in Project Drawings	1	LS	24000.00	24000.00

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:

Bid Bond Dollars ($)

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	Lake Electric Company	License # 10515-U
Mechanical, if applicable	N/A	License # N/A
Plumbing, if applicable	T.P. Howards Plumbing	License # 10470
Fire Protection, if applicable	N/A	License # N/A

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 # 83225.

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 30 day of Sept, 2026.
Signature of Notary Beverly Lawrence
of Buncombe County, State of NC
My Commission Expires: 1/28/2030



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: KD # 2: KD # 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: T.P. Howard's Plumbing Co. Inc.

Mailing Address: 90 Number Nine Road

City/State/Zip: Fairview, North Carolina, 28730 KD

Phone Number: 828-628-1369

Print Name: Danny Dash

Signature: [signature]

EJCDC

PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
T.P. Howard's Plumbing Co., Inc.
90 Number Nine Rd., Fairview NC 28730

SURETY *(Name, and Address of Principal Place of Business)*:
Markel Insurance Company
4521 Highwoods Parkway, Glen Allen VA 23060

OWNER *(Name and Address)*:
City of Hickory NC
70 North Central St. Hickory NC

BID
Bid Due Date: September 23, 2026
Description *(Project Name— Include Location)*: Miracle of Hickory Park Modification, Hickory NC

BOND
Bond Number: N/A BID
Date: September 23, 2026
Penal sum Five Percent of Amount Bid $ ($5% of amt bid)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
T.P. Howard's Plumbing Co., Inc. (Seal)	Markel Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Danny Da[illegible] Print Name	Kevin Wojtowicz Print Name
VP Title	Attorney in fact and North Carolina Licensed Nonresident Agent Title
Attest: Signature	Attest: Signature
Title CEO	Title Eileen Heard, Surety Witness

T.P. HOWARD'S PLUMBING CO., INC. CORPORATE SEAL FAIRVIEW, NC

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POA# 910113

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kevin Wojtowicz

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 26th day of September, 2024.

SureTec Insurance Company

By: _____
Michael C. Keinig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 26th day of September, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

CHELSEA TURNER NOTARY PUBLIC STATE OF TEXAS ID 13256421 EXP 07/06/2028

By: _____
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23 day of September 2026.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 910113
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

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 T.P. HOWARD'S PLUMBING CO., INC. (the "Contractor"), 90 NUMBER NINE ROAD, FAIRVIEW, NC 28730, 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 MIRACLE OF HICKORY PARK MODIFICATION (the "Project") advertised by the Owner on 08/26/2026 in the bid management system under MIRACLE OF HICKORY PARK MODIFICATION, Project No. 27-006 (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 210 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 240 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 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 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	A1.1/A3.1/P1/ E1/E2	Restroom Building/Delivery	1	LS	$ 165,000.00	$ 165,000.00
2	A1.1/A3.1/P1/ E1/E2	Restroom Building – Site Preparation/Final Connection to Utilities			$ 17,000.00	$ 17,000.00
3	A1.0/A3.0/E2	Accessible Stage	1	LS	$ 32,000.00	$ 32,000.00
4		Mobilization, incl. Surveying	1	LS	$ 30,000.00	$ 30,000.00
5	C100	Comprehensive Demolition	1	LS	$ 20,000.00	$ 20,000.00
6	C300/C301	Comprehensive Erosion & Sediment Control	1	LS	$ 10,000.00	$ 10,000.00
7	C302	Comprehensive Grading	1	LS	$ 40,000.00	$ 40,000.00
8	6/C501	Painted Accessible Pedestrian Striping	344	SF	$ 10.00	$ 3,440.00
9	2/C501	Concrete Curb & Gutter, incl. Sloped Ends & Tapers (match existing)	98	LF	$ 70.00	$ 6,860.00
10	1/C501	Asphalt Surface Course, Type S9.5B	321	SY	$ 25.00	$ 8,025.00
11	1/C501	Asphalt Intermediate Course, Type I-19.0C	149	SY	$ 25.00	$ 3,725.00
12	3/C501	4" Concrete Sidewalk, 3000 PSI	244	SY	$ 135.00	$ 32,940.00
13	32 17 23	Parking Lot Striping, Thermoplastic Pavement Markings, 4", 90 mils	72	LF	$ 15.00	$ 1,080.00
14	5/C501	Accessible Parking - Ramp / Signage / Striping / Symbols	1	LS	$ 7,500.00	$ 7,500.00
15	C400	Water and Sewer Site Utilities, incl. all costs to include all utilities as shown in Project Drawings	1	LS	$ 43,000.00	$ 43,000.00
16	7/C501	Single Post Pyramid Cantilever Shade Structure, Provided & Installed	1	EA	$ 20,000.00	$ 20,000.00
17	E3	Site Electrical, incl. all costs to include all elec. Utilities as shown in Project Drawings	1	LS	$ 24,000.00	$ 24,000.00
TOTAL CONTRACT PRICE						$ 464,570.00

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 $ 464,570.00 ("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 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."

(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 he 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 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	Documents not incorporated by reference that need to be part of the Contract
Exhibit B	Payment and Performance Bonds, containing [insert number of pages] 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:
Sam Abernethy, P.E. – Engineering Department
City of Hickory
P.O. Box 398
Hickory, NC 28603
Email: sabernethy@hickorync.gov

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-confirming 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.

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.

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^{th}) 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 Indemnitee, 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.

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]

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.

_____

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.

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.

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);

- 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.

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.

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: MIRACLE OF HICKORY PARK MODIFICATION Project No.: 27-006

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: _____

E. STATE/COUNTY SALES/USE TAX STATEMENT

PROJECT: _____

CONTRACTOR/SUBCONTRACTOR: _____

PERIOD COVERED: _____

Vendor	Address	Invoice #	Net Invoice Amount	4.75% State Tax	2.00% Catawba County Tax	2.25% Alexander County Tax	0.5% Special Tax	Other	County 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: _____

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.

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]

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 "Miracle of Hickory Park Modifications", dated September 21st, 2026.

BUDGET REVISION # 7

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

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

FUNCTIONAL AREA	INCREASE	DECREASE
General Government	1,628	
Other Financing Uses	319,200	
TOTAL	320,828	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	151,628	
Other Financing Sources	169,200	
TOTAL	320,828	-

SECTION 2 To amend the Longview Elevated Storage (#83316) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Projects	366,900	366,900
TOTAL	366,900	366,900

SECTION 3 To amend the NW Sewer Extension/ARC (#83308) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Projects	261,400	261,400
TOTAL	261,400	261,400

SECTION 4 To amend the CREEC Project (#83317) Grant Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Projects	150,000	
TOTAL	150,000	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	150,000	
TOTAL	150,000	-

SECTION 5 To amend the Miracle of Hickory Park (#62009) Grant Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	49,200	
TOTAL	49,200	-

To provide funding for the above, the Miracle of Hickory Park (#62009) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	49,200	
TOTAL	49,200	-

SECTION 6 To amend the Sandy Pines Park (#62010) Grant Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Government	120,000	
TOTAL	120,000	-

To provide funding for the above, the Sandy Pines Park (#62010) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	120,000	
TOTAL	120,000	-

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

Adopted this _____ day of _____, 2026

_____
Mayor

_____
Clerk