A G E N D A

HICKORY CITY COUNCIL

November 17, 2026

Life. Well Crafted.

6:00 p.m.

HICKORY
North Carolina
Life. Well Crafted.

AGENDA
www.hickorync.gov

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

Hickory City Council
76 North Center Street

November 17, 2026
6:00 p.m.

I. Call to Order

II. Invocation by Senior Pastor Aryn Williams-Ruebel, St. Luke's Methodist Church

III. Pledge of Allegiance

IV. Special Presentations

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of November 3, 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 8. **(First Reading Vote: Unanimous)**

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

A. Approval of the Purchase and Up-Fit of Nine Specialized Police Package Emergency Vehicles from Parks Ford, Utilizing the NC Sheriff's Association Contract, in the Amount of $611,065.76. **(Exhibit VIII.A.)**

Hickory Police Department requests Council's approval of the purchase and upfitting of nine all-wheel drive 2027 Ford Police Interceptor Utility Hybrid vehicles from Parks Ford utilizing the NC Sheriff's Association contract. This will include eight regular patrol vehicles and one canine use patrol vehicle for a total cost of $611,065.76. Funds are budgeted in the FY 2026/2027 CIP. Parks Ford has partnered with Brooks Network Services, LLC to provide the total turnkey up-fitting of these vehicles. Staff recommends approval of the purchase of these specialized emergency vehicles from Parks Ford.

B. Approval of a Resolution Accepting an Offer to Sell a City-Owned Parcel to Legacy Home Builders, North Carolina, LLC in the Amount of $30,000. **(Exhibit VIII.B.)**

Staff requests Council's approval of a Resolution accepting an offer from Legacy Home Builders, North Carolina, LLC in the amount of $30,000 for a City-owned parcel located at 401 2nd Street Place SW. The parcel is identified as GIS PIN 3702-07-57-1931, containing a total of .27 acre in size and currently undeveloped. The tax value of the parcel is $6,300.

Legacy Home Builders North Carolina LLC has offered $30,000 for the parcel. The property would be sold subject to the upset bid statute to allow other interested parties to bid on the property. Staff recommends that Council adopt a Resolution accepting the offer from Legacy Home Builders, North Carolina, LLC and authorize staff to advertise for upset bids.

C. Approval of a Resolution Supporting Two Supplemental Grant Applications to the Greater Hickory Metropolitan Planning Organization for Surface Transportation Block Grant Funds, for Total Supplemental Funding not to Exceed $1,240,000. **(Exhibit VIII.C.)**

Staff requests approval of a Resolution supporting two supplemental grant applications to the Greater Hickory Metropolitan Planning Organization (GHMPO) for Surface Transportation Block Grant funds in amounts not to exceed $760,000 for BL-0066 – Springs Road Sidewalk and $480,000 for BL-0067 – Aviation Walk Connector, for a total supplemental funding request not to exceed $1,240,000. On September 23, 2026, the GHMPO issued a call for projects to agencies in its jurisdiction for supplemental applications. Funds are available to award among four different transportation modals: bicycle and pedestrian, intersections, roadway, and transit. The GHMPO has a supplemental call each year for local government to request additional project funding. The funding requires a minimum 20 percent match. Staff requests approval of the Resolution supporting the two supplemental grant applications to the GHMPO.

D. Approval of a Microenterprise Grant Agreement with Elite Fitness, LLC in the Amount of $4,000. **(Exhibit VIII.D.)**

Staff requests approval of a Microenterprise Grant Agreement with Elite Fitness, LLC in the amount of $4,000. Laura and Parker Murray applied for a Microenterprise Grant to support and enhance their new small business, Elite Fitness, LLC. Elite Fitness is a local, community-focused fitness and martial arts studio offering Brazilian Jiu-Jitsu, self-defense, and strength training. The Business Development Committee reviewed the application and recommended approval of the grant in the amount of $4,000. The grant funds will be used to purchase and install business equipment. Staff recommends Council's approval of the Microenterprise Grant Agreement with Elite Fitness, LLC.

E. Approval of the Application to the North Carolina Office of State Budget and Management Helene Local Government Capital Grant in the Amount of $5,737,500 for the Henry Fork Streambank Restoration and Sewer Improvement Project. **(Exhibit VIII.E.)**

Staff requests Council's approval to apply for up to $5,737,500 from the North Carolina Office of State Budget and Management (OSBM) Helene Local Government Capital Grant Program to support the Henry Fork Streambank Restoration and Sewer Line Improvement Project. The project will address streambank erosion and sewer infrastructure damage exacerbated by Hurricane Helene, helping protect the sewer system, prevent future overflows, and improve long-term resiliency. Grant funds would supplement existing funding sources, including a $5 million NCDEQ CWSRF-Helene award and a pending CDBG-DR application. No local match is required. Staff recommend Council's approval to apply for the grant.

F. Approval of a Contract with Clayton Engineering & Design for Design and Construction Administration Services for Group Hangar W7 in the Amount of $207,400. **(Exhibit VIII.F.)**

Staff requests approval of a contract with Clayton Engineering & Design in the amount of $207,400 for design and construction administration services for Group Hangar W7 at Hickory Regional Airport. The project includes construction of a new 12,000-square-foot group hangar with aircraft storage, office space, and restroom facilities. The hangar supports recommendations from the Airport Task Force and is expected to increase airport revenue by expanding aircraft storage capacity and attracting corporate aviation tenants. Funding will be provided through FY 2026 tax revenues and anticipated FY 2027 airport revenues. Staff recommends approval of the contract.

G. Approval of Task Order Number 3 with GMC North Carolina, PLLC in the Amount of $308,000 for the Shuford Sewer Lift Station. **(Exhibit VIII.G.)**

Staff requests Council's approval of Task Order number 3 with GMC North Carolina, PLLC in the amount of $308,000 for design services associated with the Shuford Sewer Lift Station Replacement Project. The project will consolidate the existing Shuford 1 and Shuford 2 sewer lift stations into a single replacement facility, improving reliability and reducing maintenance needs within the City's sewer collection system. The scope of work includes preliminary engineering, detailed design, permitting, and bidding services. GMC North Carolina, PLLC, was selected as the most qualified firm through a competitive qualifications-based selection process. Staff recommend approval of Task Order Number 3.

H. Budget Revision Number 9. **(Exhibit VIII.H.)**

1. *To appropriate $48,051 in additional PSAP revenue for the purchase of headsets and computer equipment at the 911 call-center.*
2. *To appropriate $14,850 in equipment sale revenue to be used for capital improvements at the Airport.*
3. *To appropriate a total of $207,400 in Burke County tax revenue, generated at the Hickory Regional Airport, to be used for a design and construction administration contract with Clayton Engineering and Design for the Hangar 7 project at the Airport. $166,917 will come from FY26 tax revenue and $40,483 will come from FY27 tax revenue.*
4. *To appropriate $5,000 in Walmart Spark Grant revenue to be used for the Cops for Tots program at the Hickory Police Department.*

IX. Items Removed from Consent Agenda

X. Informational Items

XI. New Business

A. Public Hearings

B. Departmental Reports

1. Approval of the Implementation of an All-Way Stop at the Intersection of 2nd Street NW and 8th Avenue NW – Presented by Assistant City Manager Steve Miller. **(Exhibit XI.B.1.)**

Property owners along 8th Avenue NW submitted a petition through the City's Neighborhood Traffic Calming Program requesting traffic safety improvements. Traffic Division staff reviewed the petition and determined it met all program requirements, with 35 of 47 affected property owners supporting the request. Based on the petition results and staff analysis, an all-way stop is recommended for installation at the intersection of 2nd Street NW and 8th Avenue NW. Staff recommends City Council's approval of the proposed traffic-calming measure.

2. Quarterly Financial Report – Presented by Deputy City Manager Rodney Miller

3. Appointments to Boards and Commissions

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 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, November 3, 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 Alderwoman Dula

III. Pledge of Allegiance

IV. Special Presentations

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of October 20, 2026.

Alderman Freeman moved, seconded by Alderwoman Williams that the Minutes of October 20, 2026 be approved. The motion carried unanimously.

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

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

A. Budget Revision Number 7. (First Reading Vote: Unanimous)

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

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

A. Approved a Resolution Expressing Appreciation to the Members of the North Carolina General Assembly for the Enactment of House Bill 850 (S.L. 2025-74) Regarding the Interbasin Transfers.

The resolution acknowledges the importance of the Catawba River Basin to Hickory and expresses concern about Charlotte's proposed increase in interbasin water transfers. It highlights that House Bill 850 (Session Law 2025-74) places a temporary moratorium on new or expanded transfers and directs the UNC Collaboratory to study and improve the IBT process. The Hickory City Council thanks members of the North Carolina General Assembly—especially local representatives and senators—for supporting the legislation and for considering the long-term water supply, economic development, and growth needs of Western Piedmont communities.

RESOLUTION NO. 26-55
RESOLUTION OF THE CITY OF HICKORY CITY COUNCIL EXPRESSING APPRECIATION TO THE MEMBERS OF THE NORTH CAROLINA GENERAL ASSEMBLY FOR THE ENACTMENT OF HOUSE BILL 850 (S.L. 2025 74) REGARDING INTERBASIN TRANSFERS

WHEREAS, the Catawba River Basin is a vital natural resource supporting the residents, businesses, and long term economic health of the City of Hickory and the surrounding region; and

WHEREAS, the City of Charlotte's recent request to increase its currently approved 33 million gallons per day (MGD) interbasin transfer (IBT) by an additional 30 MGD—resulting in a total proposed IBT of 63 MGD—raised substantial concerns about future capacity for economic growth, agricultural activities, and financial stability within the Catawba River Basin; and

WHEREAS, North Carolina's IBT statute, G.S. 143 215.22L, governs the certification of significant transfers of water between river basins, and local governments within the

Catawba River Basin have a strong interest in ensuring that such transfers are evaluated thoroughly, transparently, and with consideration for long term regional impacts; and

WHEREAS, House Bill 850 was enacted as Session Law 2025 74 with overwhelming bipartisan support in both chambers of the North Carolina General Assembly; and

WHEREAS, Session Law 2025 74 establishes a temporary moratorium on the issuance of certificates authorizing significant new or increased IBT water transfers; and

WHEREAS, Session Law 2025 74 further directs the North Carolina Collaboratory at the University of North Carolina at Chapel Hill to study the statutory IBT process, including the adequacy of environmental review, potential incentives for resilience measures that reduce the magnitude of transfers needed, and any other matters necessary to promote fairness, effectiveness, and long term sustainability; and

WHEREAS, this measured and research based approach enables the State to examine and improve North Carolina's IBT framework prior to approving further significant transfers, while also ensuring that the interests of communities within the Catawba River Basin, such as the City of Hickory, are protected.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hickory expresses its sincere appreciation to the members of the North Carolina General Assembly who supported House Bill 850, and extends special thanks to Representative Destin Hall, Representative Jay Adams, Representative Mitchell Setzer, Representative Hugh Blackwell, Senator Mark Hollo, and Senator Warren Daniel, for their consideration of the needs of Western Piedmont communities, including issues related to future growth, economic development, water treatment, and the long term reliability of water supply within the Catawba River Basin.

B. Approved Updates to the Western Piedmont Council of Governments' Charter and Bylaws.

Western Piedmont Council of Governments (WPCOG) request approval of the updates to their Charter and Bylaws. The summary of changes adds explicit language regarding the COG's authorization to act as the regional public housing authority (Article VI, Section 1). This was recommended to clarify authority to assist in bonds (no obligation to WPCOG or local governments) for tax advantages for developers of affordable housing projects. Original authorization for the WPCOG to act as a regional public housing authority was given in 1977. Changes the vote threshold for action to a simple majority instead of a two-thirds majority. (Article VII, Section 4; Article XI, Section 4). This is consistent with local government voting procedures. Eliminates the Treasurer position, while adding another at-large position on the Executive Committee (Article VIII, Sections 1 and 2). This is consistent with common local government structure. Eliminates the Secretary position while adding another at-large position on the Executive Committee and add reference to a staff Clerk to the Board (Article VIII, Section 2). This is consistent with common local government structure. A reference to the WPCOG finance officer was added. (Article X, Section 3). WPCOG is subject to the NC Local Government Budget and Fiscal Control Act like its municipalities and counties. Minor language clarifications that don't impact the intent or structure of a section. As outlined in the Charter and Bylaws, any modification must be sent to each member of government for ratification, with approval by three-fourths of the members of the WPCOG required (21 of the 28 members). Following approval by member governments, a second reading of the changes must be held at the next regular Policy Board meeting, at which time actions of the members will be reported and accepted.

C. Approved a Resolution Accepting the Streets Within Lachlan Village Residential Community.

Staff requests Council's approval of a Resolution for acceptance of lands and improvements within Lachlan Village residential subdivision including 48th Avenue NE, described as a 50-foot right-of-way as recorded in Plat Book 90, at Page 109 of the Catawba County Registry. The streets have been completed, inspected and found to be compliant with City specifications and in good repair. Public use and maintenance of street right-of-way cannot occur unless City Council formally accepts the offer of public dedication by means of a duly executed resolution as outlined in the North Carolina General Statutes, as well as the City's Land Development Code. Staff recommends approval of the Resolution.

RESOLUTION NO. 26-56
A RESOLUTION OF THE HICKORY CITY COUNCIL ACCEPTING THE OFFER OF PUBLIC DEDICATION OF LANDS AND IMPROVEMENTS KNOWN AS LACHLAN VILLAGE WHICH INCLUDES 48TH AVE NE WHICH IS DESCRIBED IN EXHIBIT "A" AS A 50 FOOT RIGHT-OF-WAY AS RECORDED IN PLAT BOOK 90, PAGE 109 OF THE CATAWBA COUNTY REGISTRY.

WHEREAS, NCGS §160A-374 and Article 2, Section 2.3.6 of the Land Development Code provide that City Council may, by resolution, accept offers of public dedication made to the public of lands and facilities for streets, sidewalks, open spaces and public utilities after verification from the City Engineer such properties and improvements are in a manner acceptable for acceptance; and

WHEREAS, the City of Hickory has been provided with an offer of public dedication of lands and improvements known as Lachlan Village which includes 48th Avenue NE which is described in EXHIBIT "A" as a 50 foot right-of-way as recorded in Plat Book 90, Page 109 of the Catawba County; and

WHEREAS, the City of Hickory has reviewed the land and improvements placed upon them provided as part of the offer of public dedication, and such land and improvements have been found to be compliant with standards in place for such land and improvements; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hickory, North Carolina, the offer of public dedication for Lachlan Village which includes 48th Avenue NE described in EXHIBIT "A" as a 50 foot right-of-way as recorded in Plat Book 90, Page 109 of the Catawba County, is accepted, subject to the following terms and conditions:

SECTION 1. Terms and Conditions of Acceptance:

1. The property owners shall guarantee all materials and workmanship for a period of 18 months from the date of official acceptance by the City Council;

2. The acceptance by the City Council shall not be interpreted in any way to relieve any developer, contractor, subcontractor, insurance company, owner, or other person of his individual or several obligations under any ordinance, policy, or contract or to otherwise reduce or eliminate the rights of the city, its agents and employees against any other party connected with or in any way related to the development of the subdivision and facilities. The acceptance shall not be interpreted as a waiver of any defense or immunities that the city, its agencies or employees may assert or be entitled to;

3. All rights, privileges and warranties of whatsoever nature and kind, for equipment, supplies, materials, goods, and services shall be assigned to the city and any and all benefits derived there from shall inure to the city, its agents, and employees. The acceptance of the lands and facilities shall be conditioned upon the owners covenanting and warranting that they are lawfully seized and possessed of all the lands and facilities dedicated to the public; that they have good and lawful authority to dedicate the same to the public for the stated purpose; that the lands and facilities are free and clear of any deed of trust, mortgage, lien or assessments and that the dedicators for their heirs, successors, executors, administrators, and assigns, covenant that they will warrant and defend the dedication of such land and facilities against any and all claims and demands whatsoever; and

4. Acceptance of dedication of lands and facilities shall not obligate the city to construct, install, maintain, repair, replace, extend, improve, build, or operate any public facilities or utilities which are not in existence as of the date of the acceptance of the lands and facilities. Such acceptance shall not obligate the city to construct any main, line, pipe, lateral, or other extension or permit connection to the city's water, sanitary sewer, storm sewer, drainage or other public utilities systems.

SECTION 2. This Resolution shall become effective immediately upon adoption.

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

D. Approved Amendment Number One to the Professional Engineering Services Agreement with McGill Associates, P.A., in the Amount of $684,000 for the Henry Fork Stream Bank and Sewer Improvements.

Staff requests Council's approval of amendment number one to the Professional Engineering Services Agreement with McGill Associates, P.A., in the amount of $684,000 for the Henry Fork stream bank and sewer improvements. Amendment one consists of surveying, environmental review, sewer and stream restoration design, floodplain, and floodway modeling, geotechnical investigations, structural design, permitting, DWI coordination and preparation of full bidding documents. The Department of Environmental Quality has received over $253 million in appropriations earmarked specifically for wastewater projects in areas affected by Hurricane Helene. The City of Hickory has qualified for a $5 million dollar loan with 100% principal forgiveness. Staff recommends Council's approval of amendment one with McGill Associates, P.A.

E. Approved a Cemetery Deed from the City of Hickory to Irene Suddreth and spouse, Benjamin Suddreth located in Southside Cemetery, Containing 80 square feet, and Designated as Lot No. E, Section 6, Spaces 22, and 23. (Prepared by the City of Hickory)

F. Approved a Resolution Accepting an Offer to Sell Two City-Owned Parcels to Legacy Home Builders, North Carolina, LLC in the Amount of $25,000.

Staff requests Council's approval of a Resolution accepting an offer from Legacy Home Builders North Carolina LLC in the amount of $25,000 for two City-owned parcels located in the 400 block of 3rd Street SW. The parcels are identified as GIS PINs 3702-06-47-8534 and 3702-06-47-8520, containing a total of .15 acres in size and are currently undeveloped. The combined tax value of the parcels is $3,600. Legacy Home Builders North Carolina LLS has offered $25,000 for the parcels. The property would be sold subject to the upset bid statute to allow other interested parties to bid on the property. Staff recommends that Council adopt a Resolution accepting the offer from Legacy Home Builders North Carolina LLC and authorize staff to advertise for upset bids.

RESOLUTION NO. 26-57
RESOLUTION AUTHORIZING THE ADVERTISEMENT OF
AN OFFER TO PURCHASE CERTAIN PROPERTY

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

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

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

   Properties located in the 400 Block of 3rd Street SW, (435 3rd Street SW, Hickory, and an unaddressed parcel), containing a total of approximately .15 acres, identified as Catawba County GIS PINs 3702-06-47-8534 and 3702-06-47-8520.

2. City Council has received an offer to purchase for the sum of $25,000, the properties located in the 400 Block of 3rd Street SW, (435 3rd Street SW, Hickory, and an unaddressed parcel), containing a total of approximately .15 acres, identified as Catawba County GIS PINs 3702-06-47-8534 and 3702-06-47-8520. The person making the offer must deposit the sum equal to five percent (5%) of his or her offer, to Young, Morphis, Bach & Taylor Trust Account in accordance with the Real Estate Purchase Agreement.

3. City Council proposes to accept the offer unless a qualifying upset bid shall be made.

4. The City Clerk shall cause a notice of such offer to be published in accordance with G.S. 160A-269.

5. Persons wishing to upset the offer must submit a sealed bid to the City Clerk within ten (10) days after publication of the notice. A five per cent (5%) bid deposit in the form of cash, cashier's check, or wired funds is required for each upset bid. In addition, the bid must raise the original offer by amount of at least 10% of the first $1000 of that offer and 5% of the remainder. At the conclusion of the ten (10) days, the City Clerk shall open the bids, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

6. If a qualifying upset bid is received, the City Clerk is directed to re-advertise the offer at the increased upset bid amount, and to continue with this process until a ten (10) day period has passed without receipt of a qualifying upset bid.

7. Upon approval of the final upset bid, total payment for the properties must be received by the City of Hickory within 30 days of the bid award.

8. City Council authorizes the City Manager to execute all documents related to the sale if no upset bids are received after due advertisement.

G. Approved on First Reading Budget Revision Number 8.

ORDINANCE NO. 26-35
BUDGET REVISION NUMBER 8

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	249	-
Public Safety	506,691	-
Other Financing Uses	855,905	-
TOTAL	1,362,845	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	7,249	-
Sales and Services	199,691	-
Other Financing Sources	1,155,905	-
TOTAL	1,362,845	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Transportation	79,121	-
TOTAL	79,121	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	79,121	-
TOTAL	79,121	-

SECTION 3. To amend the Springs Road Sidewalk (#54620) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	2,781,462	-
TOTAL	2,781,462	-

To provide funding for the above, the Springs Road Sidewalk (#54620) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	855,905	-
Restricted Intergovernmental	1,925,557	-
TOTAL	2,781,462	-

SECTION 4. To amend the Henry Fork Streambank and Sewer Improvements (#83321) Grant Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Projects	684,000	-
TOTAL	684,000	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	684,000	-
TOTAL	684,000	-

SECTION 5. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

IX. Items Removed from Consent Agenda – None

X. Informational Items

XI. New Business

A. Public Hearings

B. Departmental Reports

1. Sandy Pines Park Update – Presented by Assistant City Manager Steve Miller

City Manager Warren Wood advised there were two departmental reports tonight. The second would require action, if Council so chose, but the first one was an update on Sandy Pines Park. He asked Assistant City Manager Steve Miller to the podium for the presentation.

Assistant City Manager Steve Miller gave a PowerPoint presentation. He advised the first item on the agenda tonight that they were going to discuss was Sandy Pines Park. It had been a while coming. He discussed some of the fundings and expenses for the park. They had a PARTF grant that they received $500,000 for and then City funds in the amount of $958,789. Breaking that down in the expense category, design cost were $111,075, construction for $1,227,714, and miscellaneous of $120,000 for a grand total of $1,458,789.

Assistant City Manager Steve Miller discussed the timeline for the park. The preconstruction meeting was in October. To kick things off, construction begins this month, November of 2026. Substantial completion date would be June of 2027. And the final completion date would be a little bit later that summer. That was the closeout phase, closing everything out, paying all the bills, and getting everything done.

Assistant City Manager Steve Miller referred to the PowerPoint slide and displayed two photos of the existing Sandy Pines lot that the City had owned for years, containing approximately 11 acres, give or take. He noted a flat area next to the creek and the area which would be a parking area along the creek bank. They would have a modular restroom, some play equipment, and a little bit of a trail. That future trail would be at a later date. He showed photos of examples of the amenities that they would have to get started. There would be a bathroom, a two-stall bathroom and then the play area. The photo of the play area was an example of one that they have in an existing park that would look similar. He asked for questions.

Alderman Wood commented that there was going to be a pretty wide sidewalk on 29th when that work gets done, correct?

Assistant City Manager Steve Miller advised when the widening of 29th happens, there would be a 10-foot-wide multi-use path on one side, 5-foot sidewalk on the other. They were going to marry these two up. They would get that park connected, he thought the street name was 21st or something along those lines, and they would connect those up. Folks that were walking along 29th, once they got to that point, they would have access to this park from some other neighborhoods. They would still have access, but it would be easier to get to.

Alderman Wood commented that was fantastic, and he thought it was great that they were doing this park now. He was sure there were kids in that neighborhood that would use it and things like that. He was really excited and appreciated them doing this in that area of town. Thank you.

Assistant City Manager Steve Miller asked for any other questions.

Mayor Guess thanked Mr. Miller.

2. Accepted the Bid and Awarded the Contract to Cardinal Civil Contracting, LLC in the Amount of $2,781,461.33, for the Construction of the Springs Road Sidewalk, Contingent upon North Carolina Department of Transportation Concurrence – Presented by Assistant City Manager Steve Miller.

Staff requests Council's acceptance of the bid and award the contract to Cardinal Civil Contracting, LLC, for the construction of BL-0066 - Springs Road Sidewalk, in the amount of $2,781,461.33, contingent upon North Carolina Department of Transportation (NCDOT) concurrence. The City applied for and received State Transportation Block Grant – Directly Attributable (STBG-DA) funding approval from the Greater Hickory MPO and NCDOT for sidewalk improvements on Springs Road from Sandy Ridge Road to McDonald Parkway. Adding sidewalk in an area that is already used by pedestrians provides a safer connection and would enhance access. Bids were advertised for the project and three bids were received: Cardinal Civil Contracting, LLC - $2,781,461.33; M&M Construction of Banner Elk - $4,797,178.80; and TP Howards Plumbing Co. Inc. - $3.249,000. Staff recommends Council's acceptance of the bid and award the contract to Cardinal Civil Contracting, LLC.

City Manager Warren Wood advised that the second departmental report was acceptance of the bid and award the contract to Cardinal Civil Contracting LLC in the amount of $2,781,461 for the construction of the Springs Road sidewalk, contingent upon NCDOT (North Carolina Department of Transportation) concurrence, which was in process. He mentioned that Staff would ask Council for their consideration for acceptance of the bid and award of the contract at the end of the presentation. He asked Assistant City Manager Steve Miller back to the podium to present.

Assistant City Manager Steve Miller gave a PowerPoint presentation. He discussed the Springs Road sidewalk which had been needed for a long time. Anyone that drives down that road at all knows that a lot of folks walk, and Mr. Wood has said many times that it is always a joy when they build a sidewalk where people walk, shop, go for food, and do other activities besides recreation. This was a greatly needed sidewalk.

Assistant City Manager Steve Miller discussed the expenses again. They had an STBG-DA grant received in the amount of $2.4 million. And the local match on the City's part was $974,515. They were applying for $760,000 in a Federal funding grant to offset the local match. That would help out with that greatly. The expenses were the right-of-way they needed to acquire to build the sidewalks, $247,268. The engineering part of this project was $345,785 and construction was $2,781,462 for a grand total of $3,374,515.

Assistant City Manager Steve Miller discussed the timeline. Construction begins if they approve the contract, and DOT gets everything approved, December of 2026, which was next month, for a begin date. Substantial completion date was May of 2028. The final completion date would be November of 2028. He explained the substantial completion date was basically when it was effectively finished. There was six months after that for some landscaping to get healed in and to also finish up the contracts and get all the documents in and close out with DOT. The project was about 18 months. Those projects along a four-lane highway like that take a lot longer than would be normal. You might think just building some sidewalk, would not take that long, but with live traffic and things, it does take a while. The project begins at the "V" intersection of Sandy Ridge Road and Springs Road. They would go all the way down to McDonald Parkway, (he pointed out the area on the PowerPoint slide), which was where 29th Avenue and McDonald Parkway meet Springs Road. He referred to the PowerPoint and displayed a map which was located at Sandy Ridge Road. There was a shopping center there and Wendy's. The sidewalk would begin on the north side, right down through this area along those businesses and they would keep going along there. He pointed out the former Lutheran Home, now Trinity Village, a nursing home, and it would be on that north side. There was existing sidewalk on both sides here, so married up with some existing sidewalk. He pointed out the area of the three churches. Sidewalk was on the south side here. He pointed out the cemetery and noted that it was really close to the road there, and they just could not fit the sidewalk in on both sides. They had to cheat over here and be on the other side. They would have a very substantial pedestrian crossing here for folks who were coming east to west. And then they would be on both sides of the road, especially in the high-impact area where they have a lot of businesses. Of course, the Walmart Supercenter and some of the eating establishments and shopping. Those folks that live in that neighborhood would be able to use that to walk, recreation also, but to walk to work, to walk to get food, to be able to navigate. To Alderman Wood's point 29th Avenue, once it is widened on this side, they will have a 10-foot multi-use trail with that widening and a 5-foot sidewalk. If they think that will be a married-up project eventually where they would have sidewalk all the way to 127, walkability from Viewmont to Springs Road, which was a pretty substantial thing when you think about it, recreation, and just the need for people to move about. He asked for any questions.

Alderwoman Patton thought this was something that had been needed for a long time for the community to walk to work, and walk, as he said, to get groceries. She was really excited about this one.

Alderman Freeman thanked Assistant City Manager Steve Miller for all that he does and certainly it was needed. He asked about the decision of the selection of Cardinal Civil Contracting. He noticed out of the three bids that they were the cheapest of the bids. Banner Elk being the largest, and that was almost another- he was estimating another $2 million. Then in between. Certainly, they want to spend less, but as it relates to quality and things of that nature, how were they arriving to Cardinal Civil Contracting?

Assistant City Manager Steve Miller explained when those bids come in NCDOT manages those because it was funds coming out of the NCDOT and the Federal

Highway Administration. They have to take the low bidder, but they have to be qualified. Once the bids come in, DOT and City staff open the bids, and go through them with a fine-tooth comb. They were all pre-qualified DOT contractors. They had not worked with Cardinal in Hickory, they were a very reputable firm, and he was sure they would do a good job. He was sure any of those 3 or 4 firms would have done a good job, but as he saw, there was quite a discrepancy from top to bottom, which was good because typically they do not always get a lot of bidders when the economy was kind of hot, but this time they had a competitive bid process, and certainly they were happy that the bid's price was within expectation of the engineered estimate. That was the important thing to keep in mind. The engineered estimate was pretty close to that. The $4 million bid was probably out of line.

Alderman Freeman was trying to figure out the $4 million range. He compared that to a Mercedes and the $2 million to a Honda. But certainly, those were two different cars. He was trying to figure out how they got to a $4 million range. Was it whatever they were going to be using, the workers, the staffing? Because that was a big jump.

Assistant City Manager Steve Miller advised sometimes it was hard to answer that because he was not the one running that company. But some companies just want the business, but maybe they do not want it that bad, so they send in a really high bid. What they were doing there was they were going to get somebody else probably to do the work, so they were building in a profit factor to try to make sure that happens. He reiterated that the Cardinal Group was a very reputable firm. He was really confident that they would do a good job. Keep in mind, because this is an NCDOT/City/Federal Highway Administration project, there was a ton of checks and balances that they have learned through this process of all the Bond projects and other road projects that they had done. They would be held accountable to make sure they get the product they want.

Alderman Wood questioned if he is walking east on the north side of Springs Road and got to the three churches, the sidewalk stops because of the cemetery, and It picks up on the south side.

Assistant City Manager Steve Miller noted there was an intersection at CVS Pharmacy, it switches over to what would be the south side and continues to the next intersection, which was a long block. Then they have sidewalk on both sides that continues the rest of the way to McDonald Parkway.

Alderman Wood commented that it was prior to the enhanced intersection, correct? Where was the logical place to cross was what he was getting at?

Assistant City Manager Steve Miller advised when it does cross over, there would be some enhancement there at CVS too.

City Manager Warren Wood asked if he was talking about Trinity Village?

Alderman Wood replied yes.

City Manager Warren Wood advised it was on one of the slides, but you could barely see it. It was where it crosses over at Trinity Village. He advised there was another crosswalk on the second slide. There was a second crosswalk at Trinity Village that comes down to the other side.

Assistant City Manager Steve Miller advised at the CVS Pharmacy that there was existing sidewalk on both sides, and in the project, they would not completely make a new sidewalk, but they would make the intersection safer.

Alderman Wood commented that it was going to really be two enhanced intersections?

Assistant City Manager Steve Miller replied yes. He commented that he should have said that at every intersection that they touch, it would be enhanced.

City Manager Warren Wood commented that was five lanes of traffic.

Assistant City Manager Steve Miller advised they would have ped heads and all the stuff that makes it where it was a safe sidewalk.

Alderman Wood commented that this was as much of a safety issue as anything, as much as convenience, if not more, because even when there was not sidewalk, people were going to walk, and they were doing it now. And that was just

hazardous to walk on the side of the road, on the shoulder without a sidewalk on Springs Road.

Assistant City Manager Steve Miller mentioned that they would see that a lot if they traveled that road at all. They would see people carrying six bags of groceries and trying to navigate with crutches or whatever they have. It was the busiest road in Hickory that they do not have a solid connection to sidewalk.

Alderman Wood was excited about this. He thanked Mr. Miller.

City Manager Warren Wood referred to Alderman Freeman's question, they thought when they saw a big difference like that between high and low bid; did they miss something? The DOT, staff, and the engineers went through to make sure that was not the case. And the fact that they were a qualified bidder by the NCDOT carried a lot of weight because they had done other projects around the State. They thought the exact same thing when they saw that big difference.

Assistant City Manager Steve Miller advised all bidders, when they bid on an NCDOT or City job like that, they have to be prequalified. They have a history already with DOT.

City Manager Warren Wood referred to Assistant City Manager Steve Miller's slide and advised they had about $900,000+ in City money in the project. They were going to be applying for additional supplemental funding of $760,000 to bring their number down. Now, John Marshall was going to have to work his magic on that, but they were going to be applying for a considerable amount of money to bring their commitment level, local funds, down. They had to do it the way they did it with the $855,000 budget amendment just to get the funds in place so they could cover the cost of the contract, but hopefully they would come back and make themselves more whole.

Mayor Guess alluded to what City Manager Warren Wood was just saying, the emphasis and how significant grants were, not just for this particular project, but the ability that their staff and others have had to get grants. He did not know how many it had been now. He had lost count, but their staff and other personnel had done a terrific job of getting grants, and the history and the success of what they had seen with those grants had been substantial. He wanted to highlight that and give credit to all of the folks that had something to do with obtaining these grants that have meant so much to them in the last few years. That was really significant.

Assistant City Manager Steve Miller advised that staff worked really hard.

Mayor Guess asked if anybody else had any questions or concerns?

Mayor Guess moved, seconded by Alderman Wood acceptance of the bid and award the contract to Cardinal Civil Contracting, LLC. The motion carried unanimously.

RESOLUTION NO. 26-58
RESOLUTION AWARDING CONTRACT FOR TIP PROJECT BL-0066 AND AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS

WHEREAS, the City of Hickory, North Carolina, solicited formal bids for the construction of TIP Project No. BL-0066 – Springs Road Sidewalk Project (the "Project"); and

WHEREAS, the City received three (3) sealed bids for the Project; and

WHEREAS, sealed bids for the Project were publicly opened on October 15, 2026; and

WHEREAS, Cardinal Civil Contracting, LLC submitted the lowest responsive, responsible bid in the amount of $2,781,461.33; and

WHEREAS, City staff has reviewed the bid submitted by Cardinal Civil Contracting, LLC and determined that the bid complies with the applicable bidding requirements and contract documents; and

WHEREAS, the City Council finds that awarding the contract to Cardinal Civil Contracting, LLC is in the best interest of the City.

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

1. The City Council hereby awards the construction contract for TIP Project No. BL-0066 – Springs Road Sidewalk Project to Cardinal Civil Contracting, LLC in the amount of $2,781,461.33, subject to the conditions set forth in this Resolution.

2. The award is contingent upon receipt of written concurrence in the award from the North Carolina Department of Transportation. No construction contract shall be executed before that concurrence is received.

3. Following satisfaction of the foregoing condition, the City Manager is hereby authorized and directed to execute the construction contract and all related documents consistent with the bid and this award, subject to approval as to form by the City Attorney, receipt of the required performance and payment bonds and evidence of insurance, and completion of the preaudit certification required by G.S. 159-28.

4. This Resolution shall become effective upon adoption.

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

Alderman Seaver Nominated Jeff Davidson as the Small Cities Project Area Representative on the Citizens Advisory Committee.

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 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

Alderman Seaver moved seconded by Alderwoman Patton approval of the above nomination. The motion carried unanimously.

C. Presentation of Petitions and Requests

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

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

Mayor Guess mentioned it was time for their Christmas parade again on November 20th, which was just a few weeks away. He advised it was to start at 5:45 p.m. Every year they get asked, “it's not even Thanksgiving yet”, but that was okay because they liked to kick it off, and that was intentional. Every year there were thousands of people that came out, and they got the privilege of kicking off the season, and it was always a good time, and there was always a huge crowd, and they always look forward to that. Write that down on their calendars if they have not already and plan to be there. The only other thing that he had in the way of announcements was it was announced, he believed today, that the drought has been lifted.

City Manager Warren Wood advised Stage 1.

Mayor Guess noted that it was a voluntary conservation. That certainly was good news as well. He mentioned that it was election day. If they had not voted yet, he thought the polls were open till 7:30 p.m. They still have time. They would get them out of there in time. If they had not voted yet, he would certainly encourage them to go exercise their right to vote.

XIV. There being no further business, the meeting adjourned at 6:22 p.m.

_____
Mayor

_____
City Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Police Department/Captain J.W. Gardin

Contact: Captain J.W. Gardin

Date: October 20th, 2026

Re: Request Approval to Purchase Police Vehicles

REQUEST

Hickory Police Department requests approval to purchase and up-fit nine (09) specialized police package emergency vehicles.

BACKGROUND

Hickory Police Department has funds budgeted in the 2026-2027 CIP for replacement and up-fitting of police vehicles.

ANALYSIS

HPD staff and the City of Hickory Fleet Manager have researched and reviewed independent comparison studies comparing available police package vehicles. The Ford Police Interceptor Utility all-wheel drive best fits the needs of the department based on a number of considerations. The Police Interceptor Utility has been the top choice of the Police Department for the past 10 budget years. This vehicle comes standard with all-wheel drive designed to deliver low-speed traction and high-speed handling and stability. The standard hybrid powertrain on the Police Interceptor will drastically reduce engine idle time, which will also offer significant improvements in fuel economy. The on-board electrical equipment can be powered using the lithium-ion hybrid battery, allowing the gasoline engine to shut off and only having to run intermittently to charge the battery. Other benefits of the Police Interceptor Utility include: availability (much shorter delivery time), ergonomics (visibility and better occupant and cargo space to carry specialized equipment), safety and durability (larger heavy duty frame in the event of a crash) and enhanced braking distance.

Parks Ford in Hendersonville, NC currently has the NC Sheriff's Association Contract for the 2027 Ford Police Interceptor Utility Hybrid all-wheel drive with a base price of $43,949.88. Parks Ford has partnered with Brooks Network Services, LLC located in Hickory, NC to provide the total "turnkey" up-fitting of these nine (09) specialized police package emergency vehicles. Brooks Network Services, LLC would install all of the specialized and emergency equipment to include blue lights, siren, console, radios, computer, printer, radar, prisoner partitions, and gun lock boxes. One of the nine specialized police package emergency vehicles will be a canine unit, which will require additional specialized up-fitting.

Brooks Network Services, LLC is a current vendor and has installed equipment into Hickory Police vehicles in the past.

PURCHASE DETAIL

Parks Ford:
Nine (09) Ford Police Interceptors Utility patrol vehicles provided by Parks Ford - $395,548.92 ($43,949.88 Per PIU)

Brooks Network Services LLC:
Added up-fitting options for Eight (08) Ford Police Interceptor Utility patrol vehicles - $185,689.84 ($23,211.23 per PIU)

Added up-fitting options for one (01) Ford Police Interceptor Utility canine patrol vehicle - $29,827.00 ($29,827.00 Per Canine PIU)

Total purchase and up-fitting price - **$611,065.76**

RECOMMENDATION

Hickory Police Department recommends the purchase and up-fitting of nine (09) total all-wheel drive 2027 Ford Police Interceptor Utility Hybrid vehicles from Parks Ford on the NC Sheriff's Association Contract. This will include eight (08) regular Patrol Vehicles and one (01) Canine use Patrol Vehicle for a total cost of $611,065.76. Funds are budgeted in the FY 2026/2027 CIP.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE: 0105110-521502 $610,975.76

Reviewed by:

Jeff J. Young — Initiating Department Head — Date: 10/30/2026

Asst. City Manager Rodney Miller — Date: 11/6/26

Finance Officer, K. Dunlap — Date: 11/9/26

S. Miller Asst City Manager — Date: 11-6-26

Deputy City Attorney, T. Swanson — Date: 11/4/24

Asst. City Manager, Y. Fox — Date: 11/4/24

~~Purchasing Manager, Amanda Hollar~~ Assistant Finance Officer — Date: 11-9-26

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

City Manager, W. Wood

11-9-26
Date

Prepared for: , City of Hickory

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202601

Client Proposal

Prepared by:
Jeff Williams
Office: 828-693-4281
Quote ID: 1030202601
Date: 10/30/2026

Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202601

, City of Hickory

Re: Quote ID 1030202601 10/30/2026

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 26-12-0909R. Specification # 231

Sincerely,

Jeff Williams

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202601

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Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202601

As Configured Vehicle

Code	WERS	Description

Base Vehicle

K8A	Base Vehicle Price (K8A)

Packages

500A	Order Code 500A *Includes:* *- Engine: 3.3L V6 Direct-Injection Hybrid System* *136-MPH top speed. Police-calibrated.* *- Transmission: 10-Speed Automatic* *Includes manual police pursuit mode (steering wheel execution).* *- 3.73 Axle Ratio* *- Tires: 255/60R18 as BSW* *- Wheels: 18" X 8" 5-Spoke Painted Black Steel* *Includes black (MIC) wheel-lip molding, polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger manual seat with 2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*

Emissions

423	50-State Emissions System Not Required *Control code for units either shipped to or ordered by dealers in California emission states for registration in non-California emission state locations. In Maine, Rhode Island and Vermont, dealers cannot use this code to order vehicles for customers in non-California emission state locations (except state public service/emergency - 936).*

Powertrain

99W	Engine: 3.3L V6 Direct-Injection Hybrid System *136-MPH top speed. Police-calibrated.*
44B	Transmission: 10-Speed Automatic *Includes manual police pursuit mode (steering wheel execution).*
STDAX	3.73 Axle Ratio

Wheels & Tires

STDTR	Tires: 255/60R18 as BSW
STDWL	Wheels: 18" X 8" 5-Spoke Painted Black Steel

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Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202601

As Configured Vehicle (cont'd)

Code	WERS	Description

Includes black (MIC) wheel-lip molding, polished stainless steel hub cover and center caps.

Seats & Seat Trim

9		Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger manual seat with 2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.

Other Options

PAINT		Monotone Paint Application
119WB		119" Wheelbase
STDRD		Radio: AM/FM/MP3 Capable

Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).

Includes:
- SYNC Phoenix Communication & Entertainment System
Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

153		Front License Plate Bracket
51T		Driver Only LED Bulb Spot Lamp (Whelen)

Fleet Options

WARANT		Fleet Customer Powertrain Limited Warranty

Requires valid FIN code.

Ford is lengthening the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Fleets must have a valid Fleet Identification Number (FIN code) to receive the warranty and the vehicle must be sold with a fleet sales type.

Exterior Color

TN_02		Silver Grey Metallic

Interior Color

9W_01		Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Upfit Options

Brooks	Brooks	Brooks Patrol Upfit - Quote # 105129

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Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202601

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$74,526.23
Subtotal	$74,526.23

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-$3,665.12
Ford Gvmnt GPC	Government GPC	-$3,700.00
Total		$67,161.11

Customer Signature

Acceptance Date

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

City of Hickory
Finance Officer

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202601

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 8

	MSRP
Vehicle Pricing	$596,209.84
Subtotal	$596,209.84

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-$29,320.96
Ford Gvmnt GPC	Government GPC	-$29,600.00
Total		$537,288.88

Customer Signature

Acceptance Date

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

City of Hickory
Finance Officer

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: , City of Hickory

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202602

Client Proposal

Prepared by:
Jeff Williams
Office: 828-693-4281
Quote ID: 1030202602
Date: 10/30/2026

Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202602

, City of Hickory

Re: Quote ID 1030202602 10/30/2026

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 26-12-0909R. Specification # 231

Sincerely,

Jeff Williams

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Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202602

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Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202602

As Configured Vehicle

Code	WERS	Description

Base Vehicle

K8A	Base Vehicle Price (K8A)

Packages

500A	Order Code 500A *Includes:* *- Engine: 3.3L V6 Direct-Injection Hybrid System* *136-MPH top speed. Police-calibrated.* *- Transmission: 10-Speed Automatic* *Includes manual police pursuit mode (steering wheel execution).* *- 3.73 Axle Ratio* *- Tires: 255/60R18 as BSW* *- Wheels: 18" X 8" 5-Spoke Painted Black Steel* *Includes black (MIC) wheel-lip molding, polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger manual seat with 2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*

Emissions

423	50-State Emissions System Not Required *Control code for units either shipped to or ordered by dealers in California emission states for registration in non-California emission state locations. In Maine, Rhode Island and Vermont, dealers cannot use this code to order vehicles for customers in non-California emission state locations (except state public service/emergency - 936).*

Powertrain

99W	Engine: 3.3L V6 Direct-Injection Hybrid System *136-MPH top speed. Police-calibrated.*
44B	Transmission: 10-Speed Automatic *Includes manual police pursuit mode (steering wheel execution).*
STDAX	3.73 Axle Ratio

Wheels & Tires

STDTR	Tires: 255/60R18 as BSW
STDWL	Wheels: 18" X 8" 5-Spoke Painted Black Steel

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202602

As Configured Vehicle (cont'd)

Code	WERS	Description

Includes black (MIC) wheel-lip molding, polished stainless steel hub cover and center caps.

Seats & Seat Trim

9		Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger manual seat with 2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.

Other Options

PAINT		Monotone Paint Application
119WB		119" Wheelbase
STDRD		Radio: AM/FM/MP3 Capable

Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).

Includes:
- SYNC Phoenix Communication & Entertainment System
Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

153		Front License Plate Bracket
51T		Driver Only LED Bulb Spot Lamp (Whelen)

Fleet Options

WARANT		Fleet Customer Powertrain Limited Warranty

Requires valid FIN code.

Ford is lengthening the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Fleets must have a valid Fleet Identification Number (FIN code) to receive the warranty and the vehicle must be sold with a fleet sales type.

Exterior Color

TN_02		Silver Grey Metallic

Interior Color

9W_01		Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Upfit Options

Brooks	Brooks	Brooks K9 Upfit - Quote # 105179

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
City of Hickory
Prepared by: Jeff Williams
10/30/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 1030202602

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$81,142.00
Subtotal	$81,142.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-$3,665.12
Ford Gvmnt GPC	Government GPC	-$3,700.00
Total		$73,776.88

Customer Signature

Acceptance Date

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

Kari Dunlap
City of Hickory
Finance Officer

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Dave Leonetti, Business Development Director

Contact Person: Dave Leonetti, Business Development Director

Date: October 29, 2026

Re: Approve the sale of City-owned property at 401 2nd St Pl SW to Legacy Home Builders North Carolina, LLC.

REQUEST

Approve the sale of a parcel of City-owned property at 401 2nd St Pl SW to Legacy Home Builders North Carolina, LLC.

BACKGROUND

The City owns a parcel located at 401 2nd Street Place SW. The property is 0.27 acres in size and is currently undeveloped. The property is further described as GIS PIN 3702-07-57-1931 on the Catawba County tax maps. The tax value of the property is $6,300.

ANALYSIS

Legacy Home Builders North Carolina LLC has expressed interest in the site for residential development. They have offered $30,000 for the property. A sale to the private sector will place the property back on the property tax roll for residential development. North Carolina general statutes require that surplus property be sold competitively. The property would need to be sold subject to the upset bid statute and allow other interested parties to bid on the property after the City Clerk publishes a notice in the newspaper.

RECOMMENDATION

Staff recommend that City Council adopt a resolution accepting the offer from Legacy Home Builders North Carolina LLC and authorize staff to advertise for upset bids.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

David Leonetti Initiating Department Head	10/29/26 Date		
Deputy City Manager Rodney Miller	11/6/26 Date	Asst. City Manager, S. Miller	11-6-26 Date
Finance Officer, Kari Dunlap	11/9/26 Date	Deputy Finance Officer, Cameron McHargue	11-9-26 Date
Asst. City Manager Yaidee Fox	11/6/26 Date		

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

City Manager, W. Wood

11-9-26
Date

CITY OF HICKORY
OFFER TO PURCHASE AND CONTRACT
(OFFER SUBJECT TO UPSET BID PROCEDURE)

Legacy Home Builders North Carolina LLC as "Buyer," hereby offers to purchase, and the City of Hickory, a municipal corporation, as "Seller," upon the execution hereof as authorized by action of the Hickory City Council, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with improvements, if any, located thereon (the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Hickory, County of Catawba, State of North Carolina, being known as and more particularly described as:
   Street Address: 401 2ND ST PL SW, HICKORY, NC 28602
   Legal Description: Parcel ID: 370207571931 (Some or all of the property may be described at DB: 2826/1350 in the Catawba County Registry

2. **OFFER/PURCHASE PRICE:** The purchase price offered is $ 30,000 and shall be paid as follows:

(a) 1500, representing a 5% deposit paid by 11/06/2026 (bank certified check or money order) with the delivery of this contract, to be held in escrow by Young, Morphis Bach, and Taylor, until the sale is closed, as which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed to Buyer.

(b) 28,500, the balance of the purchase price in cash at closing. **At closing Buyer agrees to pay for all advertising costs incurred by the City of Hickory during the upset bid process in addition to the purchase price offered in section 2 above.**

3. **CONDITIONS:** The attached Standard Provisions are incorporated herein by reference shall apply to this Offer and Contract, unless expressly modified by addendum to this instrument. Additional Conditions applicable to the property in question are attached hereto as Exhibit A.

4. **DURATION OF OFFER:** This offer to purchase shall be effective for sixty (60) days from the date hereof. Following acceptance of this offer, the parties shall remain bound hereby for an additional forty-five (45) days and closing shall occur before the expiration of such period.

5. **CLOSING:** All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title at a place designated by the Seller. The conveyance is to be made to the Buyer by **NON-WARRANTY** deed.

6. **POSSESSION:** Possession shall be delivered **immediately upon closing**.

This offer shall become a binding contract when signed by both Buyer and Seller.

Date of Offer: 10/28/2026

Buyer: Legacy Home Builders North Carolina LLC

Vitaly Gudyk docusigned verified 10/28/26 8:21 AM EDT XFQE-YTBQ-2NGX-YMI5 (Seal)

(Seal)

Address: 526 23rd St SW, Hickory, NC, 28602

Phone: 413-355-0545

Email: realestate@legacy-hb.com

Date of Acceptance: _____

Seller: City of Hickory

By: _____

Warren Wood, City Manager

Council Resolution Date: _____

****

544082.1

To Submit in Person: Debbie Miller, City Clerk, City of Hickory, 76 N Center Street, Hickory, NC 28601
To Submit by Mail - Mailing address: City of Hickory, Attn. Debbie Miller, City Clerk, PO Box 398, Hickory, NC 28603

Receipt of Bid Deposit:

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Young, Morphis, Bach, and Taylor

Date: _____ By: _____

1. **DEPOSIT WITH OFFER:** This offer, and the deposit sum paid by Buyer, is expressly conditioned upon the provisions for upset bidding set forth in N.C. General Statute 160A-269. In the event this offer is not accepted as a result of a qualifying upset bid being received, the Seller's rejection of any or all offers, the failure to satisfy any of the conditions hereof, or in the event of any breach of this contract by the Seller, then the deposit shall be returned to Buyer.

In the event this offer is accepted and the Buyer fails to close or otherwise breaches this contract, then the deposit shall be forfeited, but such forfeiture shall not affect any other remedies available to the Seller for such breach.

2. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing:

(a) Ad valorem taxes on real property due for the next fiscal year period, shall be paid by Buyer when closing is held between January 1 and June 30. See N.C.G.S 105-285(d).
(b) Ad valorem taxes on personal property, if any, for the entire year shall be paid by Seller.
(c) Rents, if any, for the Property shall be prorated to the date of closing.

3. **FIRE AND OTHER CASUALTY:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

4. **SOILS AND ENVIRONMENTAL CONDITIONS:** Buyer and Seller acknowledge that the property is to be sold in "as is" condition; that no assurances or warranties are given by Seller as to the condition of the site, including any adverse conditions discoverable by soils studies or other subsurface investigations of the property. Seller and Buyer expressly agree that no environmental studies or investigations have been performed by the Seller incidental to the sale of the property; and that any such studies or investigations to be performed by the Buyer are the sole responsibility of the Buyer; and that the Buyer expressly releases and discharges the Seller from any and all responsibility and liability resulting from surface, soils, ground water or other contamination or adverse environmental condition of the site, whatsoever.

5. **CONDITIONS:**

(a) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.
(b) Title will be delivered at closing by **NON-WARRANTY DEED**.
(c) Property is being sold as-is, buyer beware, and it is the duty of Buyer to research the property on its own. The information posted on the City of Hickory website (notice, property characteristics, structures, pictures, etc.), if any, is for assistance only in the Buyer's research process and cannot and should not be relied upon solely by Buyer.

6. **NEW LOAN:** Buyer shall be responsible for all costs with respect to any new loan obtained by Buyer. Seller shall have no obligation to pay any charge in connection therewith unless specifically set forth in this contract.

7. **CLOSING EXPENSES:** Buyer agrees to prepare the proper deed, pay for recording the deed and for preparation and recording of all other instruments if any, incidental to closing. **The winning bidder will be responsible for all advertising costs incurred by the City of Hickory during the upset bid process.**

8. **EVIDENCE OF TITLE:** Seller agrees to use its best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

9. **ASSIGNMENTS:** This contract may not be assigned without the written agreement of all parties, but if assigned by agreements, then this contract shall be binding on the assignee and his heirs and successors.

10. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

11. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

12. **ENTIRE AGREEMENT:** Buyer acknowledges that he has inspected the Property. This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein in writing.

13. **RIGHT OF ENTRY/INDEMIFICATION:** Upon execution by both parties, Buyer and its employees, agents, contractors and consultants are granted a Right of Entry over the Property for a period not to exceed forty-five (45) days from the date of this contract (which is the date of the last signature above). The Right of Entry granted herein is for the purpose of allowing the Buyer, its employees, agents, contractors and consultants to perform site evaluations of the Property, which site evaluations may include the performance of boundary surveys and environmental assessments such as a Phase 1 Environmental assessment provided there shall be no soil borings or placement of any groundwater monitoring wells associated with any such environmental assessments without the Seller's express written permission. Buyer shall provide Seller with reasonable notice before Buyer or any of its employees, agents, contractors and/or consultants enters onto the Property pursuant to this Right of Entry. Such notice shall be delivered by U.S. mail, to the attention of the City's Manager or his designee, at the following address: 76 N Center Street, Hickory, NC 28601 (or PO Box 398, Hickory, NC 28603, if by mail). Buyer agrees to defend, indemnify and hold harmless the City of Hickory against any and all claims, demands, actions, losses, damages, liabilities, fines and expenses (including reasonable attorneys' fees actually incurred) arising out of, or in any way related to, Buyer or its employees', agents', contractors' and/or consultants' entry onto the Property pursuant to this Right of Entry, including, but not limited to, any and all damages and injuries (including death) to person and property (personal and real) resulting from such entry onto the Property. This indemnification obligation shall survive the expiration or termination of this contract.

14. **IRAN DIVESTMENT ACT COMPLIANCE:** Buyer certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq.

15. **COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION:** Buyer certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147- 86.81

16. **NONDISCRIMINATION:** To the extent permitted by North Carolina law, the Buyer and Seller for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this contract or its performance.

RESOLUTION NO. 26-
RESOLUTION AUTHORIZING THE ADVERTISEMENT OF AN OFFER TO PURCHASE CERTAIN PROPERTY

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

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

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

   Property located at 401 2nd Street Place SW, Hickory, containing a total of approximately .27 acres, identified as Catawba County GIS PIN 3702-07-57-1931.

2. City Council has received an offer to purchase for the sum of $30,000, the property located at 401 2nd Street Place SW, Hickory, containing a total of approximately .27 acres, identified as Catawba County GIS PIN 3702-07-57-1931. The person making the offer must deposit the sum equal to five percent (5%) of his or her offer, to Young, Morphis, Bach & Taylor Trust Account in accordance with the Real Estate Purchase Agreement.

3. City Council proposes to accept the offer unless a qualifying upset bid shall be made.

4. The City Clerk shall cause a notice of such offer to be published in accordance with G.S. 160A-269.

5. Persons wishing to upset the offer must submit a sealed bid to the City Clerk within ten (10) days after publication of the notice. A five per cent (5%) bid deposit in the form of cash, cashier's check, or wired funds is required for each upset bid. In addition, the bid must raise the original offer by amount of at least 10% of the first $1000 of that offer and 5% of the remainder. At the conclusion of the ten (10) days, the City Clerk shall open the bids, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

6. If a qualifying upset bid is received, the City Clerk is directed to re-advertise the offer at the increased upset bid amount, and to continue with this process until a ten (10) day period has passed without receipt of a qualifying upset bid.

7. Upon approval of the final upset bid, total payment for the properties must be received by the City of Hickory within 30 days of the bid award.

8. City Council authorizes the City Manager to execute all documents related to the sale if no upset bids are received after due advertisement.

Adopted this the ____ day of _____, 2026.

THE CITY OF HICKORY a
North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: _____,
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **John Marshall, Transportation Planning Manager**

Contact Person: **John Marshall, Transportation Planning Manager**

Date: **November 5, 2026**

Re: **Supplemental Grant Applications for Locally Administered Projects BL-0066 – Springs Road Sidewalk and BL-0067 – Aviation Walk Connector**

REQUEST Approve submittal of two supplemental applications to the GHMPO for Surface Transportation Block Grant funds in amounts not to exceed $760,000 for BL-0066 – Springs Road Sidewalk and $480,000 for BL-0067 – Aviation Walk Connector, for a total supplemental funding request not to exceed $1,240,000.

BACKGROUND The City plans to submit two supplemental grant applications to the Greater Hickory Metropolitan Planning Organization for the following projects:

- BL-0066 – Springs Road Sidewalk: Additional construction and construction engineering and inspection funding is needed to connect the existing sidewalk at Sandy Ridge Road (SR-1401) to the existing sidewalk at McDonald Parkway (SR-1005). The estimated additional cost is $950,000, consisting of $760,000 in federal funding and a $190,000 local match.

- BL-0067 – Aviation Walk Connector: Additional construction funding is needed for the multi-use trail connecting the 17th Street NW Extension Multi-Use Trail to the Aviation Walk Multi-Use Trail along Clement Boulevard NW and 19th Street Lane NW. The estimated additional cost is $600,000, consisting of $480,000 in federal funding and a $120,000 local match.

ANALYSIS

On September 23, 2026, the Greater Hickory Metropolitan Planning Organization (GHMPO) issued a call for projects to agencies in its jurisdiction for Supplemental Applications. Funds are available to award among four different transportation modals: bicycle and pedestrian, intersections, roadway, and transit. The GHMPO has a supplemental call each year for local governments to request additional project funding. The funding requires a minimum 20 percent local match.

Construction and construction engineering inspection costs for BL-0066 have increased and the City requests supplemental funding for additional $760,000 with $190,000 local match.

Construction costs for BL-0067 have increased and the City requests supplemental funding for additional $480,000 with $120,000 local match.

RECOMMENDATION Staff requests the Council's approval of the resolution supporting the two supplemental grant applications to the GHMPO for Surface Transportation Block Grant funds in amounts not to exceed $760,000 for BL-0066 – Springs Road Sidewalk and $480,000 for BL-0067 – Aviation Walk Connector, for a total supplemental funding request not to exceed $1,240,000.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☒	

LIST THE EXPENDITURE CODE:

BL-0066 – Springs Road Sidewalk
Project Code – 546021
CONST Expenditure Code – 061-5460-5743-02

BL-0067 – Aviation Walk Connector
Project Code – 546021
CONST Expenditure Code – 061-5460-573902

Reviewed by:

John Marshall
Initiating Department Head — 11/5/2026 Date

Asst. City Manager Rodney Miller — 11/6/26 Date

Finance Officer, Kari Dunlap — 11/9/26 Date

Asst. City Manager Yaidee Fox — 11/6/26 Date

City Attorney, Timothy Swanson — Date

Asst. City Manager, Steve Miller — 11-6-26 Date

Deputy Finance Officer, Cameron McHargue — 11-9-26 Date

Recommended for approval and placement on November 17, 2026, Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

City Manager, W. Wood

11-9-26
Date

RESOLUTION NO. ____

RESOLUTION AUTHORIZING SUPPLEMENTAL APPLICATIONS TO THE GREATER HICKORY METROPOLITAN PLANNING ORGANIZATION FOR $1,240,000 IN SURFACE TRANSPORTATION BLOCK GRANT FUNDS AND COMMITTING A $310,000 LOCAL MATCH FOR BL-0066 – SPRINGS ROAD SIDEWALK AND BL-0067 – AVIATION WALK CONNECTOR

WHEREAS, on September 23, 2026, the Greater Hickory Metropolitan Planning Organization (GHMPO) issued a supplemental call for projects to agencies within its jurisdiction for additional funding in four transportation categories: bicycle and pedestrian, intersections, roadway, and transit; and

WHEREAS, the supplemental funding requires a minimum 20 percent local match; and

WHEREAS, the City of Hickory desires to submit supplemental applications for the following projects:

> **BL-0066 – Springs Road Sidewalk:** Additional construction and construction engineering and inspection funding is needed to connect the existing sidewalk at Sandy Ridge Road (SR-1401) to the existing sidewalk at McDonald Parkway (SR-1005). The estimated additional cost is $950,000, consisting of $760,000 in federal funding and a $190,000 local match; and
>
> **BL-0067 – Aviation Walk Connector:** Additional construction funding is needed for the multi-use trail connecting the 17th Street NW Extension Multi-Use Trail to the Aviation Walk Multi-Use Trail along Clement Boulevard NW and 19th Street Lane NW. The estimated additional cost is $600,000, consisting of $480,000 in federal funding and a $120,000 local match; and

WHEREAS, the total estimated additional cost of these projects is $1,550,000, consisting of $1,240,000 in requested federal funding and a $310,000 local match.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hickory that the City Manager or the City Manager's designee is authorized to submit supplemental applications to the GHMPO for Surface Transportation Block Grant funds in amounts not to exceed $760,000 for BL-0066 – Springs Road Sidewalk and $480,000 for BL-0067 – Aviation Walk Connector, for a total supplemental funding request not to exceed $1,240,000.

BE IT FURTHER RESOLVED that, upon award of the requested funds, the City commits to provide the required 20 percent local match, not to exceed $190,000 for BL-0066 and $120,000 for BL-0067, for a total additional City match not to exceed $310,000. Any additional City funding commitment shall require further City Council approval.

Adopted this _____ day of _____, 2026.

ATTEST:

_____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

Approved as to form on _____day of _____ 2026.

_____
Timothy Swanson, City Attorney

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **David Leonetti, Business Development Director**

Contact Person: **Anna Beth Walker, Community Development Specialist**

Date: **November 3, 2026**

Re: **Microenterprise Grant Agreement with Elite Fitness, LLC**

REQUEST

Approve microenterprise grant agreement with Elite Fitness, LLC

BACKGROUND

In its 2025-2029 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This includes a program to provide microenterprise grants to businesses looking for funding necessary to take their business to the next level. The 2026 Community Development Block Grant (CDBG) Annual Action Plan has $4,000 allocated towards assistance for entrepreneurial activities with another $30,000 remaining from previous plan years. According to the US Department of Housing and Urban Development, a microenterprise is a business that has fewer than five employees, one of whom is the owner of the business. The program offers grants of up to $4,000 for low to moderate income business owners for business property, inventory, necessary fixed assess, marketing and business promotion, or other improvements approved by the Business Development Committee. Applicants are required to submit a business plan and have a counseling session with a local business support organization.

ANALYSIS

Laura and Parker Murray applied for a Microenterprise Grant to support and enhance their new small business, Elite Fitness, LLC. Elite Fitness is a local, community-focused fitness and martial arts studio offering Brazilian Jiu-Jitsu, self-defense, and strength training. The Business Development Committee reviewed the application and recommended approval of the grant in the amount of $4,000. The grant funds will be used to purchase and install business equipment. More information can be found in the attached agreement, which contains the original application.

RECOMMENDATION

Staff recommends that City Council approve the Microenterprise Grant agreement with Elite Fitness, LLC.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

David Leonetti DGL Initiating Department Head	11-3-26 Date		
Deputy City Manager Rodney Miller	11/6/26 Date	Asst. City Manager, Steve Miller	11-6-26 Date
Finance Officer, Kari Dunlap	11/9/26 Date	Deputy Finance Officer, Cameron McHargue	11-9-26 Date
Asst. City Manager Yaidee Fox	11/6/26 Date		

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

City Manager-Warren Wood

11-9-26
Date

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

STATE OF NORTH CAROLINA

CDBG MICROENTERPRISE GRANT PERFORMANCE AGREEMENT

COUNTY OF CATAWBA

THIS AGREEMENT, made and entered into this _____day of _____, 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 Elite Fitness, LLC hereinafter referred to as the "Recipient" and having a mailing address of 2035 10th St. Blvd NW, Hickory, NC 28601.

WITNESSETH

THAT WHEREAS, as part of its 2025-2029 Consolidated Plan for Housing and Community Development, the City has identified increasing entrepreneurial opportunities in the community as a priority; and

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

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

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

4. The Recipient shall ensure that the grant is used for permitted purposes only and shall be responsible for any misuse of grant funds by any of its officers, members, employees, or agents.

5. The grant is payable in accordance with the funding schedule which will be developed by the City of Hickory's Business Development Committee, hereinafter referred to as the "BDC." The funding schedule is made a part of this Agreement as Exhibit B and incorporated herein by reference as if more fully set forth.

6. Grant disbursements shall be for expenses incurred as set forth in the Application only. The City shall require itemized documentation of project expenses.

7. Strict compliance by the Recipient with all of its obligations imposed by this Agreement is an express condition of the Recipient's obligation to make any portion of the grant funds available. No degree of partial performance by the Recipient shall deprive the City of its right to require complete performance prior to its disbursement of grant funds.

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

9. The RECIPIENT shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of the CITY.

10. By executing this Agreement/Contract, Laura and Parker Murray certify/certifies Elite Fitness, LLC is/are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Elite Fitness, LLC shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated at least every 180 days.

11. This Agreement may be terminated and the City may withhold grant monies upon the Recipient's breach of or failure to perform any of the terms of this agreement. The City shall give the Recipient notice in writing of any potential breach of this Agreement, after which the applicant shall have thirty (30) calendar days in which to cure said breach. The thirty (30) calendar day cure period shall not apply to any of the time requirements described in this agreement.

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

CITY OF HICKORY

By: _____
Hank Guess, Mayor

ATTEST: (SEAL)

_____
Debbie D. Miller, City Clerk

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

_____
Attorney for the City of Hickory

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

_____
Kari Dunlap, Financial Officer

Recipient

By: _____

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

Witness my hand and seal this _____ day of _____, 202_.

(Seal) _____
Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, Erin Kay, a Notary Public of Catawba County, North Carolina, do hereby certify that Laura and/or Parker Murray, owner of Elite Fitness, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal this 4th day of November, 2026

(Seal) ERIN KAY
Notary Public, North Carolina
Catawba County
My Commission Expires
March 15, 2031

Erin Kay
Notary Public

My Commission Expires: March 15, 2031

HICKORY
North Carolina
Life. Well Crafted.

The City of Hickory

CDBG Microenterprise Grant Program

In its 2025-2029 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This led to the creation of a program to provide microenterprise grants to businesses looking for funding necessary to take their business to the next level.

What is a microenterprise?

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

Since the project will be funded with CDBG funds, all applicants will need to have a household income of less than 80% of the area median income. That is currently $68,150 for a family of four. The table below indicates the current HUD income limits. (All limits are subject to change as HUD updates their information.)

Persons in Family	Maximum Income
1	$47,750
2	$54,550
3	$61,350
4	$68,150
5	$73,650
6	$79,100
7	$84,550
8	$90,000

Award Ceiling

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

Use of Funds

Grant funds may be used for the following purposes:

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

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

Additional Requirements

The following additional requirements apply to all recipients.

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

Funding Eligibility Exclusions

The following uses are not eligible for funding:

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

Application Requirements

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

Scoring Criteria

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

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

Grant Payment Schedule and Other Required Activities

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

Conflicts of Interest

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

General Disclaimer

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

CITY OF HICKORY MICROENTERPRISE GRANT APPLICATION

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

APPLICANT INFORMATION

Business Name: Elite Fitness Hickory LLC

Mailing Address: 2035 10th St Blvd NW Street Address: 2035 10th St Blvd NW

City: Hickory State: NC Zip: 28601

Telephone: 864-993-2579 FAX: E-Mail: jparker.murray@gmail.com

Business Project Manager Name and Title (if different than above.): Parker Murray, Owner

Project Manager Organization Name:

Date Business Established: 8/27/2026 Tax ID or Social Security Number: 42-4864449

PROJECT INFORMATION

Amount Requested: $ 4,000 Project Title: Jiu-Jitsu Mat Build-Out

Address of Building: 247 1st Ave NW Hickory, NC 28601Zoning of the Parcel: C-1 Central Business District

Proposed Use: Purchasing and installing high quality Brazilian Jiu-Jitsu mats in our gym space

INCOME INFORMATION

Total Household Income of Business Owner: $ 53,420.08 Number of Persons in Household: 5

	Name	Date of Birth
1.	John Parker Murray	2/10/1991
2.	Laura Hartley Murray	11/8/1988
3.	Skye Lucile Murray	12/7/2019
4.	Hazel Rey Murray	10/20/2021
5.	(Add additional lines as needed) Atlas Jude Murray	10/19/2023

FY 2026 Income Limit Area	Median Family Income	FY 2026 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Hickory-Lenoir-Morganton, NC MSA	$85,200	Very Low (50%) Income Limits ($)	$29,850	$34,100	$38,350	$42,600	$46,050	$49,450	$52,850	$56,250
		Extremely Low Income Limits ($)*	$17,900	$21,640	$27,320	$33,000	$38,680	$44,360	$50,040	$55,720
		Low (80%) Income Limits ($)	$47,750	$54,550	$61,350	$68,150	$73,650	$79,100	$84,550	$90,000

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

PROPOSED FINANCING SOURCES FOR PROJECT:

BANK LOAN	AMOUNT $ 16,000	% OF TOTAL 21.4
GRANT	AMOUNT $ 4,000	% OF TOTAL 5.3
APPLICANT/EQUITY	AMOUNT $ 30,000	% OF TOTAL 40
OTHER	AMOUNT $ 25,000	% OF TOTAL 33.3
TOTAL	AMOUNT $ 75,000	% OF TOTAL 100.0

PROJECT NARRATIVE:

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

Elite Fitness Hickory LLC would use the proposed $4,000 grant to outfit our rented training space with high-quality, durable mats specifically designed for Brazilian Jiu-Jitsu and grappling programs. Proper matting is essential to providing a safe, professional environment where participants can learn and train while reducing the risk of injuries associated with falls, takedowns, and ground-based techniques. The improved facility would support programs for adults, including women's self-defense training, as well as youth programs serving children ages 3–16. As the program grows, we also envision offering specialized training opportunities for local law enforcement and healthcare professionals, helping these community members develop practical skills in control, positioning, and personal safety. This investment would allow us to make better use of our rented space and expand access to quality martial arts instruction.

PROPOSED USE OF PROJECT FUNDS:

BUSINESS EQUIPMENT	$ 4,000
INVENTORY	$
MARKETING AND BUSINESS PROMOTION	$
OTHER* (_____)	$

*MUST BE APPROVED BY BUSINESS DEVELOPMENT COMMITTEE

REQUIRED ATTACHMENTS

All applications must include the following information:

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

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

Applicant's Certification:

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

John Parker Murray	9/28/2026
Signature	Date
Laura Hartley Murray	9/28/2026
Signature	Date
Signature	Date

City of Hickory Microenterprise Grant Program

Business Plan Template

Applicant Name: _Elite Fitness Hickory LLC___ Date: _9/28/2026_____

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

Elite Fitness Hickory LLC is a community-focused fitness and martial arts business offering Brazilian Jiu-Jitsu, self-defense, and strength training. Our mission is to help individuals and families improve their fitness, confidence, discipline, and personal safety in a welcoming environment. We will offer Brazilian Jiu-Jitsu programs for children ages 3–16 and adults, along with women's self-defense and future specialized training for law enforcement and healthcare professionals. Our facility will also include a weightlifting and strength-training gym equipped to support general fitness, strength development, and athletic performance. Together, our martial arts and fitness programs will provide a well-rounded training facility serving a broad range of individuals and families in the Hickory area.

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

Our ownership team (Parker and Laura Murray) bring more than 8 years of hands-on experience operating a combined fitness and Brazilian Jiu-Jitsu facility while living overseas. We built the business from the ground up, growing it to more than 300 members and a team of 12 employees. We successfully managed daily operations, staffing, member retention, programming, marketing, and financial management, achieving six consecutive years of profitability. This experience has provided us with a strong understanding of both the fitness industry and the business practices necessary to build and sustain a successful training facility. We are now bringing that experience back to the Hickory community to establish Elite Fitness Hickory LLC.

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

Elite Fitness Hickory LLC will serve families, children, adults, and working professionals in Hickory and surrounding communities, with a focus on customers within a 15–20 mile radius of our downtown location. Our marketing will include social media, Google/local listings, community events, referral programs, introductory offers, and partnerships with local businesses and organizations. We will offer competitive pricing, flexible memberships, and family rates to encourage long-term participation. Our goal is to build strong local awareness and a loyal customer base through quality programs, personal service, and community involvement.

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

Our primary competitors will include Fènix Jiu Jitsu and True Jiu-Jitsu for Brazilian Jiu-Jitsu, as well as SouthSide Power & Fitness and CrossFit Catawba Valley for strength and fitness. These businesses have established customer bases, experienced instructors, and strong reputations in the local market. Elite Fitness Hickory LLC will differentiate itself by combining a family-focused BJJ program with a dedicated weightlifting gym in the heart of downtown Hickory. Our affiliation with Gracie University provides a structured, technique-focused curriculum for all ages and experience levels along with marketing and business resources for affiliates, which will set us apart from our competitors.

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

Elite Fitness Hickory LLC plans to grow gradually by building a strong membership base in our current downtown location and expanding our class offerings as demand increases. Initial growth will focus on increasing enrollment in our children's and adult Jiu-Jitsu programs, women's self-defense, and weightlifting memberships. As membership and revenue grow, additional working capital will be needed for equipment, employee wages, marketing, and operating expenses. We plan to reinvest profits into additional mats, strength-training equipment, and facility improvements. If membership eventually exceeds the capacity of our current rented space, we will consider expanding within the building or relocating to a larger facility. Our goal is to grow sustainably while maintaining the quality of instruction and customer experience that will be the foundation of the business

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

We estimate our initial capital needs with be $75,000 to outfit our rented space, make necessary equipment purchases, and acquire retail merchandise. Our plan for financing our business comes from three capital sources: personal equity, a family loan, and small business loans. From our own equity, we can put forth $30,000. We have arranged to borrow $25,000 from family. For the rest of our needs (roughly $20,000), we will be applying for small business loans in the city of Hickory specifically and western North Carolina more generally.

Attach additional pages with any additional information.

HICKORY
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PROFIT AND LOSS PROJECTIONS

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTALS	%	YEAR 2	%	YEAR 3	%
Cash Sales	4,925	6,156	7,695	9,234	11,081	12,743	14,655	16,120	17,732	19,506	20,481	21,505	161,833	TOTAL	$184,000	TOTAL	$206,000	TOTAL
Sales on Account (billed later)	0	0	0	0	0	0	0	0	0	0	0	0	0		$0		$0	
Total Sales	4,925	6,156	7,695	9,234	11,081	12,743	14,655	16,120	17,732	19,506	20,481	21,505	161,833		$184,000		$206,000	
Cost of Sales or Manufacturing	0	0	0	0	0	0	0	0	0	0	0	0	0		$0		$0	
Gross Profit	4,925	6,156	7,695	9,234	11,081	12,743	14,655	16,120	17,732	19,506	20,481	21,505	161,833	100.00%	$184,000	100.00%	$206,000	100.00%
Expenses																		
Non Production Labor (other than owner's)	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	$20,160	12.46%	$20,160	10.96%	$20,160	9.79%
Owner's Draw/Salary	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	$38,160	23.58%	$38,160	20.74%	$38,160	18.52%
Auto & Travel	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%		0.00%		0.00%
Payroll Taxes	370	370	370	370	370	370	370	370	370	370	370	370	$4,440	2.74%	$4,440	2.41%	$4,440	2.16%
Workers Comp	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%		0.00%		0.00%
Operating Supplies	150	150	150	150	150	150	150	150	150	150	150	150	$1,800	1.11%	$1,800	0.98%	$1,800	0.87%
Laundry	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%	$0	0.00%		0.00%
Utilities	600	600	600	600	600	600	600	600	600	600	600	600	$7,200	4.45%	$7,200	3.91%	$7,200	3.50%
Telephone	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%		0.00%		0.00%
Office Expense	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%		0.00%		0.00%
Repair & Maint	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%		0.00%		0.00%
Internet/Web Site	200	200	200	200	200	200	200	200	200	200	200	200	$2,400	1.48%	$2,400	1.30%	$2,400	1.17%
Advertising	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%		0.00%		0.00%
Marketing	500	500	500	500	500	500	500	500	500	500	500	500	$6,000	3.71%	$4,000	2.17%	$2,000	0.97%
Rent	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	$30,000	18.54%	$33,600	18.26%	$37,200	18.06%
Business Taxes	1,231	1,539	1,924	2,309	2,770	3,186	3,664	4,030	4,433	4,877	5,120	5,376	$40,458	25.00%	$46,000	25.00%	$51,000	24.76%
Licenses	495	495	495	495	495	495	495	495	495	495	495	495	$5,940	3.67%	$5,940	3.23%	$5,940	2.88%
Insurance	90	90	90	90	90	90	90	90	90	90	90	90	$1,080	0.67%	$1,080	0.59%	$1,080	0.52%
Accounting	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%		0.00%		0.00%
Bank Charges	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%		0.00%		0.00%
Depreciation Expense	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%		0.00%		0.00%
Interest Expense	0	0	0	0	0	0	0	0	0	0	0	0	$0	0.00%		0.00%		0.00%
Other Admin Expenses	150	150	150	150	150	150	150	150	150	150	150	150	$1,800	1.11%		0.00%		0.00%
Total Expenses	11,146	11,454	11,839	12,224	12,685	13,101	13,579	13,945	14,348	14,792	15,035	15,291	$159,438	98.52%	$164,780	89.55%	$171,380	83.19%
Profit Before Taxes	-6,221	-5,298	-4,144	-2,990	-1,604	-358	1,076	2,175	3,384	4,715	5,446	6,214	$2,395	1.48%	$19,220	10.45%	$34,620	16.81%

Exhibit A Page 10 of 11

FORECAST OF PROFIT AND CASH FLOW

INSTRUCTIONS

	Start-Up	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Beginning Cash Position	$ 55,000	$ 55,000	$ 48,779	$ 43,481	$ 39,337	$ 36,348	$ 34,744	$ 34,386	$ 35,462	$ 37,637	$ 41,021	$ 45,736	$ 51,181
Income (cash received)													
Cash Sales		$ 4,925	$ 6,156	$ 7,695	$ 9,234	$ 11,081	$ 12,743	$ 14,655	$ 16,120	$ 17,732	$ 19,506	$ 20,481	$ 21,505
Collection of Accounts Receivable													
Equity Investment (Owners)													
Proceeds of Loan													
Other (cash injections)													
Total Cash Inflows	$ -	$ 4,925	$ 6,156	$ 7,695	$ 9,234	$ 11,081	$ 12,743	$ 14,655	$ 16,120	$ 17,732	$ 19,506	$ 20,481	$ 21,505
Disbursements (cash used)													
Loan Repayment (Principal)													
Cost of Sales		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenses (Before Dep.)		$ 11,146	$ 11,454	$ 11,839	$ 12,224	$ 12,685	$ 13,101	$ 13,579	$ 13,945	$ 14,348	$ 14,792	$ 15,035	$ 15,291
Capital Expenditures													
Total Disbursements (cash used)	$ -	$ 11,146	$ 11,454	$ 11,839	$ 12,224	$ 12,685	$ 13,101	$ 13,579	$ 13,945	$ 14,348	$ 14,792	$ 15,035	$ 15,291
Cash Flow Monthly	$ -	$ (6,221)	$ (5,298)	$ (4,144)	$ (2,990)	$ (1,604)	$ (358)	$ 1,076	$ 2,175	$ 3,384	$ 4,715	$ 5,446	$ 6,214
Ending Cash Position (Cumulative)	$ -	$ 48,779	$ 43,481	$ 39,337	$ 36,348	$ 34,744	$ 34,386	$ 35,462	$ 37,637	$ 41,021	$ 45,736	$ 51,181	$ 57,395

Exhibit A Page 11 of 11

October 14, 2026

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

Re: Letter of Recommendation for Parker and Laura Murray of Elite Fitness Hickory LLC

Dear Mr. Leonetti,

Let this letter serve as a recommendation for Parker and Laura Murray of Elite Fitness Hickory. The Small Business Center office has worked with them in areas of their business – from overall business plan review, marketing directions/strategies, growth and scale capacities, sourcing for growth funding, move-in and launch of their new location, and client acquisition approaches.

From our recent counsel, the Murrays have demonstrated an understanding of the needs to complete the move-in while advancing quick community connections to foster client growth, scale into various student/client segments, and implement proven and experienced marketing strategies to scale revenues. Based on our counsel, with their prior experiences of operating a similar business alongside international successes and their strong connections within the Hickory community, I support their efforts in participating in the City of Hickory's Business Development Programs.

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

Sincerely,

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

Microenterprise Grant Funding Schedule – Elite Fitness, LLC

The grant will be paid in three installments.

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

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

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

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

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

Contact Person: Karen Dickerson, Infrastructure Grants Manager

Date: **November 5, 2026**

Re: **Application for the North Carolina Office of State Budget and Management Helene Local Government Capital Grant in the amount of $5,737,500 for the Henry Fork Streambank Restoration and Sewer Improvement Project**

REQUEST

Staff requests Council approval to apply for the North Carolina Office of State Budget and Management Helene Local Government Capital Grant to supplement funding for the Henry Fork Streambank Restoration and Sewer Line Improvement Project.

BACKGROUND

In 2025, the North Carolina Office of State Budget and Management (OSBM) designated funds for capital grants under the 2025 House Bill 1012 titled The Disaster Recovery Act of 2025 to assist local governments, federally recognized tribes, and volunteer fire departments in western North Carolina to repair, renovate, or replace infrastructure damaged by Hurricane Helene.

ANALYSIS

On September 27, 2024, Hurricane Helene swept through Hickory, causing downed trees, high water, and debris piles. Several streams and rivers overtopped their banks and eroded the downstream banks, exposing the City's sewer collection system. Prior to Hurricane Helene, the City had contracted with McGill Engineering to conduct a self-funded study to identify areas of sewer line exposure and streambank erosion, problems that were exacerbated during the hurricane's heavy rainfall, as evidenced by McGill's inspection in late November 2024. Additional flooding could further erode the streambank, impact the sewer system, and cause sewage overflows into the Henry Fork River. This funding request would support replacing and relocating sewer lines, rehabilitating manholes, and restoring and hardening streambanks to prevent future issues and enhance resilience.

In late 2025, the City applied for and received a $5,000,000 loan with principal forgiveness of the first $5,000,000 from the NC Department of Environmental Quality (NCDEQ) Clean Water State Revolving Fund for Hurricane Helene (CWSRF-Helene). To maximize available funding, the City applied for CDBG-DR funding in September 2026. Given the competitive nature of the CDBG-DR grant process, city staff will apply for the North Carolina OSBM Helene Local Capital Grant for $5,737,500 to supplement available project resources.

RECOMMENDATION

Staff recommends Council approval of the application to the North Carolina OSBM Helene Local Capital Grant in the maximum amount of $5,737,500 to complete the Henry Fork River Streambank Restoration and Sewer Line Improvement Project. There is no local match.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

Karen Dickerson Initiating Department Head	11/5/2026 Date	Asst. City Manager Yaidee Fox	11/6/26 Date
Asst. City Manager Rodney Miller	11/6/26 Date	Asst. City Manager, S. Miller	11-6-26 Date
Finance Officer, Kari Dunlap	11/9/26 Date	Deputy Finance Officer, Cameron McHargue	11-9-26 Date

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

City Manager, W. Wood

11.9.26
Date

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: *Chad Hunsucker, Airport Director*

Contact Person: *Chad Hunsucker*

Date: November 4, 2026

Re: Execution of contract from Clayton Engineering & Design (CE&D) for Design and Construction Administration (CA) Services for Group Hangar W7

REQUEST

Execution of contract from CE&D for design and construction administration (CA) services for Group Hangar W7 in the amount of $207,400.

BACKGROUND

CE&D proposes performing Design and CA Services for a new group hangar project.

The project consists of a new 12,000 s.f. metal-building hangar-in-common at Hickory Regional Airport, including up to 500 square feet of conditioned office and toilet facilities and approximately 11,500 square feet of heated-only aircraft storage.

ANALYSIS

The new hangar development aligns with the recommendations provided by the Hickory Regional Airport Task Force. The construction of W7 will promote and expand the airport's ability to generate revenue through additional aircraft storage space. The additional office space will be attractive to corporate partners seeking a location for their aviation operations, which will, in turn, create additional airport revenue.

The project will be funded with FY 2026 property tax revenue of $166,917 from aircraft based at the airport. The remaining cost of $40,483 will be funded with additional revenues to be received in FY27.

RECOMMENDATION

Staff recommends execution of contract from CE&D for design and construction administration services for Group Hangar W7 in the amount of $207,400.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE: 0686500-570101 = $157,400
0686500-570102 = $50,000
Project: 65041

Reviewed by:

Chad Hunsucker Initiating Department Head	*11/04/26* Date	Asst. City Manager Yaidee Fox	11/6/26 Date
Asst. City Manager Rodney Miller	11/6/26 Date	Asst. City Manager, ~~R. Beasley~~ S. Miller	11-6-26 Date
Finance Officer, Kari Dunlap	11/9/26 Date	Deputy Finance Officer, Cameron McHargue	11-9-26 Date

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

City Manager, W. Wood

11-9-26
Date

Clayton Engineering & Design, PLLC
Proposal/Agreement

DATE:	Agreement Number: 1	PROJECT NAME: Hickory Large Aircraft Hangar
CE&D JOB NUMBER:		PROJECT LOCATION: Hickory, NC

CLIENT: City of Hickory

CLIENT CONTACT: Chad Hunsucker, Airport Director

PHONE: (828) 358-8473

AGREEMENT TERMS

This Professional Services Agreement ("Agreement") is entered into between the City of Hickory, North Carolina ("City"), and Clayton Engineering & Design, PLLC ("CE&D") for design and construction administration services for the Hickory Airport Large Hangar Group Project ("Project").

1. **Services.** CE&D shall provide the professional services described in Exhibit A, including the civil, architectural, structural, plumbing, mechanical, and electrical design and construction administration services. Services requiring professional licensure shall be performed by appropriately licensed professionals.

2. **Contract Documents.** Exhibit A entitled "Scope of Services" and Exhibit B entitled "City of Hickory General Terms and Conditions" are incorporated into this Agreement. In the event of a conflict, the documents shall control in the following order: (a) the City's General Terms and Conditions; (b) this Agreement; and (c) Exhibit A.

   References in Exhibit B to "Contractor" mean CE&D. References in Exhibit A to the contractor performing construction mean the "Construction Contractor."

3. **Subconsultants.** CE&D may engage C Design and other City-approved subcontractors to perform portions of the services. CE&D shall remain responsible for all services provided by CE&D and its subcontractors and shall obtain the insurance, commitments, and rights necessary to fulfill its obligations under this Agreement. No subcontract shall impose an obligation on the City or limit CE&D's obligations to the City. CE&D shall identify its key personnel and obtain the City's prior written approval before replacing key personnel or adding or replacing an approved subcontractor.

4. **City Representative.** The City's Airport Director shall coordinate the Project's day-to-day activities. That designation does not authorize the Airport Director to amend this Agreement, approve additional compensation, settle claims, or waive City rights. Such actions require authorization in accordance with the City's General Terms and Conditions.

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

Finance Officer or Deputy Finance Officer: _____ Date: 11/9/26

SCOPE OF SERVICES (ATTACH ADDITIONAL SHEETS IF NECESSARY): See attached Scope of Services

TIME OF PERFORMANCE: See attached Scope of Services

COMPENSATION/TERMS OF PAYMENT (ATTACH ADDITIONAL SHEETS IF NECESSARY): See attached Scope of Services

CE&D ADDRESS FOR CORRESPONDENCE/NOTICES:

PO Box 2351 Hickory, NC 28603 **PHONE: 828-455-3456**	**GENERAL CONDITIONS ATTACHED (AS CHECKED):** ☐ **PROFESSIONAL SERVICES** ☐ **ENVIRONMENTAL AUDITS AND SITE ASSESSMENTS** ☐ **ENVIRONMENTAL REMEDIATION** ☐ **SERVICES PETROLEUM FACILITY AND STORAGE TANK SERVICES** ☐ **CONSULTING** ☐ **SERVICES OTHER -**
ATTACHMENTS ▸ (AS CHECKED) ☒ **SCOPE OF SERVICES** ☒ **COMPENSATION (Included in Scope of Services)** ☒ **OTHER (SPECIFY)** Exhibit A entitled "Scope of Services" and Exhibit B entitled "City of Hickory General Terms and Conditions" __ **TOTAL NO. OF ADD'L SHEETS ATTACHED (Including General Conditions)**	
ACCEPTED ON BEHALF OF CLIENT:	**SUBMITTED BY Clayton Engineering & Design, PLLC**
SIGNATURE: **DATE:**	**SIGNATURE:** **DATE:**
PRINT NAME & TITLE:	**PRINT NAME & TITLE:** **William S. Clayton, PE - Principal**

Exhibit "A"

Scope of Service
Hickory Airport Large Hangar Group October 20, 2026

Section 1: Project Scope

The Project consists of the design, permitting and bidding assistance, and construction phase services described in this Exhibit A for one new approximately 12,000-square-foot metal-building hangar-in-common at Hickory Regional Airport, including up to 500 square feet of conditioned office and toilet facilities and approximately 11,500 square feet of heated-only aircraft storage.

CE&D shall provide civil engineering design services and coordinate those services with the architectural, structural, plumbing, mechanical, and electrical design services described below. CE&D shall submit coordinated plans for City review at 35% and 95% completion.

Architectural, structural, plumbing, mechanical, and electrical design services described in this Exhibit A are included in Basic Services. CE&D may use City-approved, properly licensed subconsultants but remains responsible to the City for their services as for its own.

CE&D and its subconsultants shall comply with Airport access, escort, security, and operational rules while performing their services and shall not enter movement areas, operate drones, or interrupt Airport operations without prior Airport authorization.

Before execution, the parties shall identify applicable funding and grant requirements and attach the required FAA and NCDOT contract provisions, including applicable civil-rights provisions for an obligated airport sponsor regardless of project funding. Mandatory clauses shall be included verbatim where required. CE&D shall flow applicable provisions to subconsultants and incorporate applicable project requirements into the bidding documents. No notice to proceed shall issue until the required contract provisions are attached. CE&D shall not represent that funding eligibility, environmental clearance, airspace approval, or grant approval has been obtained without written confirmation from the responsible agency.

Basic Services include the permitting and bidding assistance expressly described in this Exhibit A. Separate specialized studies and reports described in Section 2 are Additional Services requiring advance written authorization.

Architectural and Building Engineering Basic Services

The following services supplement the phase tasks listed in this Section 1. CE&D shall coordinate the architectural, structural, plumbing, mechanical, and electrical disciplines with the civil design and provide project management and design-team coordination throughout each phase. No separate architectural agreement with the City is required.

Schematic Design. Confirm the program and schematic design with the City; conduct one project kickoff meeting and one City review meeting; and prepare basic floor plans, reflected ceiling plans, roof plans, exterior elevations, building sections, and basic building engineering systems floor plans.

Design Development. Develop the approved schematic design into floor plans, reflected ceiling plans, roof plans, exterior elevations, building sections, wall sections, mechanical, plumbing, and electrical plans, and draft specifications. Conduct at least one City review meeting and coordinate architectural and engineering systems.

Construction Documents. Develop the approved design into coordinated construction documents, including code information, assembly details, partition types, floor and reflected ceiling plans, roof plans, enlarged plans and details, exterior elevations, building and wall sections, plan and section details, door and finish schedules, legends, structural plans and details, mechanical, electrical, and plumbing plans and details, and a project manual with technical specifications. Conduct at least one City coordination meeting and one multidisciplinary quality-control review. Provide signed and sealed architectural and engineering documents as required by law, including complete documents for permitting and bidding.

Permitting and Bidding. Assist with permit submissions and provide permitting clarifications; participate in the pre-bid

meeting; respond to bidder requests for information; prepare and coordinate necessary addenda; and provide the Permit/Bid/Award services included in Section 4.

Construction Administration and Closeout. The architectural and building engineering subconsultant services include submittal review; contractor RFI review and responses; up to two site visits with written field reports to observe general compliance with the construction documents; bulletins as required; one substantial completion inspection with a punch list; and record document preparation. These services are included in the construction administration fee ceiling. CE&D shall separately provide the construction phase services listed in Task 4 below, including its periodic site observations, review of payment applications, substantial and final completion inspections, and record drawings. The stated limit on subconsultant site visits does not limit CE&D's obligations under Task 4. No continuous on-site observation or guarantee of contractor performance is required.

City-Furnished Information. The City shall provide reasonable site access, available site survey and underground utility information, available site development information, a geotechnical report, the construction budget, and timely participation in scheduled reviews. CE&D shall identify required information promptly, coordinate its use, and notify the City of material deficiencies discovered. Civil site development design remains CE&D's responsibility under the stated Basic Services.

Additional Services and Exclusions. Additional Services and Exclusions. Architectural and building engineering services beyond the Basic Services expressly described above may be provided only under an advance written amendment satisfying Section 2. Such Additional Services include additional design or construction phase meetings; site visits beyond the stated allowance; subconsultant review and certification of Construction Contractor payment applications; work beyond the stated 12,000-square-foot hangar program; bid alternates requiring significant design and documentation; City-requested design changes after completion of design development; site lighting or electrical design for site improvements; signage consultation and specifications beyond code-required signage; audiovisual, telecommunications equipment, and security-system specifications; furniture consultation and specifications; sustainable-design certification; and separately requested value-engineering services.

These exclusions apply to the architectural and building engineering subconsultant services and do not exclude CE&D's civil design, meetings, payment application reviews, site observations, or other services expressly included elsewhere in this Exhibit A. Building electrical design remains included in Basic Services.

An extension of the Project beyond the applicable service period or a delay exceeding 30 calendar days may support a request for additional compensation only through an advance written amendment under Section 2. No additional fee arises automatically from a delay. Corrections of errors or omissions attributable to CE&D or its subconsultants are not Additional Services.

The project is expected to consist of the following Tasks:

1. **Schematic Development.** Based on the City-approved project program, CE&D will provide preliminary design documents and specifications of the following:

    a. Existing Conditions Plan
    b. Demolition Plan
    c. Civil Site Plan & Details
    d. Grading Plan & Details
    e. Erosion Control Plan & Details
    f. Utility Connection Plan
    g. Architectural Plans
    h. Meetings (as required)

2. **Design Development.** Based on an approved Schematic Design, CE&D will provide preliminary design documents and specifications of the following:

    a. Civil / Site Plans
    b. Architectural Plans
    c. Plumbing, Mechanical, & Electrical Plans (PME)

d. Meetings (as required)

3. **Construction Documents.** Based on the approved Design Development, CE&D will submit final design package for review, permitting, and bid:

a. Final Civil/Site Plans
b. Final Architectural Plans
c. Final PME Plans
d. Final Structural Plans

4. **Construction Phase Services by CE&D.**

The following scope of services shall be provided by CE&D during the Construction Phase:

A. Review Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractors; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractors in accordance with the Contract Documents.
B. Make periodic visits to the site as necessary to observe as an experienced and qualified design professional the progress and quality of the Contractor's work and to determine in general if the work is proceeding in accordance with the Contract Documents. CE&D shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor(s) or the safety precautions and programs incident to the work of the contractors. During such visits and on the basis of his on-site observation, CE&D shall keep City informed of the progress of the work, and shall endeavor to determine if such work is proceeding in accordance with the Contract Documents.
C. CE&D shall transmit the City's instructions to the Construction Contractor, interpret the construction drawings and specifications, evaluate proposed changes and claims, prepare proposed routine change orders as required, and recommend inspections and testing as appropriate. CE&D shall submit its recommendations to the City for approval. CE&D shall not amend a construction contract, approve additional compensation or time, settle a claim, or otherwise bind the City without written authorization from an authorized City representative. CE&D remains responsible for its interpretations and recommendations in accordance with this Agreement and the applicable professional standard of care.
D. Based on its site observations and review of payment applications and supporting information, CE&D shall recommend in writing the amounts properly payable to the Construction Contractor and identify any qualifications or recommended withholding. Its recommendation shall address the progress and apparent conformity of the work with the construction drawings and specifications. The City retains final authority to approve payment. CE&D's review does not require continuous inspection or verification of the Construction Contractor's use of previously paid funds.
E. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled his obligations there under so that CE&D may recommend in writing, final payment to each Contractor.
F. During such visits and on the basis of such observations, CE&D may disapprove of or reject Contractor(s) work while it is in progress if CE&D believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
G. CE&D's undertaking herein shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner and in accordance with industry standards; and shall not make CE&D an insurer of the contractor's performance.
H. Revise Drawings to show those changes made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractors. Furnish the original "Record Drawings" to City within ninety (90) days of City's project acceptance.
I. CE&D will be responsible for the review and approval of all testing and inspections reports and shall forward on to City as required. Owner is responsible for contracting said testing agency.

Section 2: Additional Services by CE&D (Additional Fees Required)

1. If authorized in advance by a written amendment signed by an authorized City representative and CE&D, the CE&D will perform additional services of the following types which are not considered normal or customary Basic Services. Each amendment shall describe the added work, the fee or not-to-exceed amount and applicable rates, and any schedule adjustment. Subconsultant costs and reimbursables shall be included in the authorized amount. Oral directions, attendance at a meeting, silence, or receipt of an invoice are not authorization. Services already included in Basic Services and corrections of errors or omissions attributable to CE&D or its subconsultants are not Additional Services. CE&D shall make such corrections promptly without additional compensation; the City's review, approval, or payment does not relieve that obligation.

    a. Preparation of special documents or reports required by state or federal agencies and not expressly included in Basic Services, including environmental assessments, geotechnical testing, wetland surveys, wildlife surveys, archaeological surveys, and pilot studies.
    b. Assistance in right of way acquisition
    c. Design of off-site utilities.
    d. Permit/Application fees

Section 3: Period of Service

1. The CE&D's period of service shall begin upon the authorization of the City for each phase of work and shall continue until the final phase is completed.
2. If the City requests modifications or changes in the scope of the PROJECT, the time of performance shall be adjusted only by written agreement stating the effect on the approved schedule. CE&D shall give prompt written notice of a material delay, its cause, and a proposed recovery plan. A delay does not automatically authorize additional fees.
3. Time estimates, subject to the following coordinated schedule requirements:

    a. Schematic Design – 30 days
    b. Design Development – 30 days
    c. Construction Documents – 30 days
    d. Permitting – 45 to 60 days
    e. Construction Administration – 36 weeks through substantial completion, plus final inspection, final payment review, and delivery of closeout documents as required by this Agreement.

Within ten business days after notice to proceed, CE&D shall submit one coordinated schedule for the entire design team, reflecting the stated design and permitting periods, anticipated two-week City review periods, the 35% and 95% reviews, bidding, and construction closeout. The City shall approve phase progression in writing. CE&D shall coordinate disciplines and agency submissions and use reasonable diligence to meet the approved schedule. The City-approved coordinated schedule shall govern the entire design team. A delay beyond 30 days or extension beyond the baseline construction period requires an authorized amendment before added fees may be charged; no added fee is payable for delay caused by CE&D or its subconsultants.

Section 4: Payments to CE&D

1. For the Basic Services rendered under this Agreement, the City shall make payments to the CE&D according to the following:

    a. Lump Sum fee for all Basic Services through design, permitting, bidding, and award of one hundred fifty-seven thousand four hundred dollars ($157,400), allocated as follows:

        1. Design — Lump Sum: $144,000. Includes project management and multidisciplinary coordination; schematic design, design development, and construction documents; civil, architectural, structural, plumbing, mechanical, electrical, and required fire-protection design; cost opinions; required City reviews; and the airport coordination, safety and phasing plans, and supporting submissions described in Section 1.

2. Permitting, Bidding, and Award — Lump Sum: $13,400. Includes permit submission assistance and ordinary agency coordination; responses and revisions necessary for compliance; pre-bid meeting participation; bidder questions and addenda; bid review and recommendations; and assistance with construction contract award. Governmental permit and application fees are excluded only as provided in Section 4.2.

3. Construction Administration, Observation, and Closeout — Not to Exceed: $50,000. Includes the entire design team's construction phase services described in Section 1, including submittal and RFI reviews; design clarifications; evaluation of changes and claims; payment application reviews; periodic site observations and written reports; substantial and final completion inspections; punch lists; final payment recommendations; and record documents and closeout.

These allocations include CE&D's services and all applicable subconsultant services and reimbursable expenses. The descriptions summarize the fee allocations and do not limit the Basic Services otherwise required by this Agreement.

2. The total compensation for Basic Services shall not exceed $207,400, consisting of the $157,400 lump sum fee and construction administration and closeout charges not exceeding $50,000. These amounts include all architectural and other subconsultant fees and reimbursable expenses. CE&D is solely responsible for paying its subconsultants. The City has no separate payment obligation to C Design or any other subconsultant. No fee escalation, markup, expense, permit fee, or other charge may increase this ceiling without a signed amendment. Governmental permit and application fees expressly excluded under Section 2 shall be paid directly by the City after approval; CE&D shall not incur them for City reimbursement without prior written authorization. The exclusion for governmental permit and application fees does not exclude compensation for preparing permit submissions, airport coordination, safety and phasing plans, or other documents or services expressly included in Basic Services; compensation for those services is included in the stated fees. C Design's separate proposal, including its terms, conditions, exclusions, and hourly rates, is not incorporated into this Agreement. C Design's services required under Exhibit A are included in CE&D's obligations and compensation under this Agreement.

3. CE&D shall invoice monthly for services actually performed, showing phase completion, prior billings, the current amount due, subconsultant charges included, and the remaining balance. Lump sum phase billings shall be proportionate to actual completion and shall not exceed the allocation approved by the City. Before construction phase services commence, the parties shall approve in writing an hourly rate schedule and staffing budget or a fixed phase payment schedule within the $50,000 ceiling. The not-to-exceed amount is a ceiling, not an earned lump sum. No unlisted rate or automatic escalation applies. Payment, invoice disputes, and any interest required by law are governed by the City's Terms and Conditions and applicable law; no contractual late fee is agreed.

4. CE&D shall notify the City when construction administration charges reach 80% of the ceiling and provide an estimate to complete. CE&D shall not exceed the authorized ceiling or incur unauthorized charges and shall seek written direction sufficiently in advance to avoid interruption. The ceiling does not excuse performance of the agreed Basic Services or corrections owed under this Agreement. City review, payment, use of documents, or phase approval does not constitute acceptance of deficient services or waive a remedy.

Section 5: Professional Responsibility and Indemnification

CE&D and its subconsultants shall perform their professional services with the care and skill ordinarily exercised by properly licensed professionals performing similar services on comparable airport projects under similar circumstances. CE&D shall comply with laws and professional licensing requirements applicable to its services and shall deliver coordinated, signed and sealed documents where required. This standard does not impose a guarantee of perfect results and does not excuse a failure to perform an express contractual obligation.

The City shall provide the construction budget. Preparation or updating of opinions of probable construction cost and separately requested value-engineering studies are not included in Basic Services unless expressly authorized by written amendment under Section 2. CE&D remains responsible for correcting errors or omissions attributable to CE&D or its subconsultants without additional compensation.

The City's furnishing of surveys, geotechnical reports, or other information does not require CE&D to independently verify all underlying data, but CE&D shall review the information as reasonably necessary for its services and promptly report material discrepancies or deficiencies it discovers. The City does not release CE&D or indemnify CE&D for existing or hidden conditions, for a City-directed decision, or for services of CE&D-retained consultants. CE&D shall explain material risks of a proposed City decision in writing before proceeding and shall not knowingly implement a decision that violates applicable law or professional obligations.

To the fullest extent permitted by N.C.G.S. § 22B-1, CE&D shall indemnify and hold harmless the City and its officers and employees from third-party losses, damages, and expenses to the extent proximately caused by CE&D's fault or the fault of persons or entities for whose conduct CE&D is legally responsible. No indemnity applies to liability for bodily injury or property damage caused by the negligence of the City or its derivative parties contrary to § 22B-1(a). This provision imposes no obligation to furnish or pay for a defense before a final determination of fault in professional-negligence claims. Recoverable defense expenses are limited to those permitted by § 22B-1(d). Nothing requires the City to defend or indemnify any person, limits CE&D's liability to available insurance or the amount of its fee, waives City claims, or substitutes an exclusive remedy against a subconsultant for a claim against CE&D.

Section 6: Insurance

Before beginning services, CE&D shall provide evidence of: (a) commercial general liability insurance of at least $1,000,000 per occurrence and $2,000,000 aggregate; (b) automobile liability insurance of at least $1,000,000 combined single limit covering vehicles used for the services; (c) workers' compensation as required by North Carolina law and employers' liability of at least $1,000,000; and (d) professional liability insurance of at least $2,000,000 per claim and aggregate. CE&D shall require subconsultant coverage appropriate to their work, including professional liability for licensed design services, and provide evidence on request. Any deviation requires the City's prior written approval.

The City and its officers and employees shall be additional insureds on CE&D's general and automobile liability policies for liability arising from CE&D's operations, to the extent available and permitted by law, on a primary and noncontributory basis. Additional-insured status is not required on professional liability or workers' compensation policies. CE&D shall furnish certificates and applicable endorsements, maintain coverage during performance, promptly notify the City of known cancellation, material reduction, or nonrenewal, and secure replacement coverage without a gap. Claims-made professional liability shall have a retroactive date no later than commencement of services and remain in effect, through renewal or extended reporting coverage, for five years after final completion or termination. Insurance does not limit contractual responsibility or waive any City immunity or defense.

Section 7: Suspension and Termination

The City may suspend all or part of the services by written notice and may terminate this Agreement for convenience on seven days' written notice. The City may terminate for a material breach if CE&D fails to cure within ten days after written notice, or fails promptly to begin and diligently pursue a cure reasonably requiring more time. The City may require immediate suspension of unsafe or unauthorized Airport activity. CE&D shall protect completed work, minimize costs, and provide the City with work in progress and a transition status report.

On a convenience termination, the City shall pay for services properly performed through termination and reasonable, documented, unavoidable commitments previously authorized by the City, less prior payments and amounts properly disputed or recoverable by the City. Payment remains subject to the authorized fee ceilings. No unearned fee, anticipated profit on unperformed services, penalty, or separate subconsultant termination charge is payable. On termination for cause, the City retains all contract and legal remedies. CE&D shall not suspend or terminate services for a good-faith invoice dispute while the City pays undisputed sums. Any request for additional time or compensation following a City suspension requires a signed amendment before the additional work is performed or charges incurred.

Section 8: Documents and Closeout

CE&D shall provide the plans, specifications, field reports, and other deliverables expressly required by Section 1. CE&D shall revise the drawings to reflect changes made during construction based on marked-up prints, drawings, and other information furnished by the Construction Contractor and shall furnish the resulting record drawings to the City within

ninety days after the City's project acceptance. Record drawings shall be identified as record documents without certifying concealed conditions not observed. Delivery of native editable CAD or BIM files and other documents not expressly identified as deliverables requires a separate written agreement.

CE&D retains copyright in its instruments of service but grants the City a perpetual, irrevocable, nonexclusive, royalty-free license to use, reproduce, disclose as required by law, and have others complete or modify the documents for construction, completion, operation, maintenance, repair, alteration, or expansion of this Airport project. CE&D shall obtain equivalent rights from its subconsultants. The license and delivery obligations survive termination and do not depend on payment of disputed sums; the City remains liable for amounts properly due. CE&D is not responsible for another person's modifications or reuse outside this project to the extent resulting harm is caused by that modification or reuse, but the City gives no release or indemnity and CE&D remains responsible for deficiencies in its original services. No document may be represented as bearing CE&D's professional approval after modification without its written approval.

CE&D shall retain project records for at least six years after final payment, or longer when applicable grant requirements, a pending claim, audit, or records request requires. The City and authorized funding and oversight agencies shall have access to pertinent records for inspection, copying, and audit during reasonable hours. These obligations supplement, and do not limit, the City's public-records and confidentiality provisions or any longer retention or access requirement in an attached funding rider.

CITY OF HICKORY GENERAL TERMS AND CONDITIONS

1. General.

These standard terms and conditions ("Terms and Conditions") apply to and are incorporated into every contract entered into with the City of Hickory (the "City"). "Contract" means the agreement between the City and the person or entity providing goods or services to the City, including these Terms and Conditions and all other documents incorporated into that agreement. "Contractor" means each person or entity contracting with the City.

In the event of a conflict between these Terms and Conditions and any proposal, quotation, order form, invoice, online terms, or other document provided by Contractor, these Terms and Conditions shall control. A contract-specific provision that expressly identifies and modifies a provision of these Terms and Conditions shall control over that provision, but only if the modification is contained in a writing signed by an authorized representative of the City.

2. Invoices and Payment.

Except as otherwise expressly provided in the Contract or required by applicable law, Contractor shall submit a complete and accurate invoice for all goods delivered and services performed under the Contract. Invoices shall be submitted by mail or email to the City representative and address identified in the Contract.

Each invoice must include the applicable contract or purchase-order number; an itemized description of the goods delivered or services performed; applicable dates, rates, quantities, and charges; and any supporting documentation or other information reasonably requested by the City. An invoice that does not contain the required information is not properly submitted. The City shall notify Contractor of any material deficiency, and the payment period shall begin upon the City's receipt of a corrected invoice.

The City shall pay each properly submitted and undisputed invoice within thirty (30) days after receipt. If the City disputes any portion of an invoice, the City shall pay the undisputed portion when due and shall provide Contractor written notice identifying the disputed amount and the basis for the dispute. The City will endeavor to provide such notice within fifteen (15) days after receipt of the invoice, but failure to do so does not waive the City's right to dispute an amount or recover an overpayment.

The parties shall work in good faith to resolve an invoice dispute. If the dispute remains unresolved thirty (30) days after the City provides written notice, either party may request nonbinding mediation in Catawba County, North Carolina. The parties shall select a mutually acceptable mediator and share the mediator's fees equally. Unless the parties agree otherwise in writing, mediation does not suspend continued performance, toll any applicable limitation period, or prevent either party from pursuing another remedy available under the Contract or applicable law.

Payment by the City does not constitute acceptance of nonconforming goods or services and does not waive any right or remedy available to the City.

3. Iran Divestment and Israel Boycott Restrictions.

To the extent applicable to the Contract, Contractor certifies that, as of the effective date of the Contract, it is not identified on any list maintained by the North Carolina State Treasurer that would make Contractor ineligible to contract with the City under Article 6E or Article 6G of Chapter 147 of the North Carolina General Statutes. Contractor shall not knowingly engage a subcontractor that is identified on any such list to perform work under the Contract. Contractor shall reimburse the City for damages, costs, and reasonable attorneys' fees incurred by the City to the extent directly resulting from Contractor's material misrepresentation or knowing violation of this section.

4. E-Verify.

Contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes to the extent applicable, as required by N.C.G.S. § 143-133.3. Contractor shall require its subcontractors to comply with this provision throughout their performance of work under the Contract.

5. Public Records Compliance.

Contractor acknowledges that the City is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes, and that records made or received in connection with the transaction of City business may be public records subject to disclosure. Upon the City's written request, Contractor shall promptly provide records in its possession, custody, or control concerning the Contract in the format in which they are maintained or another format reasonably requested by the City. Contractor shall reasonably assist the City in identifying and responding to requests for such records and shall not destroy or alter any requested record while a request remains pending. If Contractor contends that information furnished to the City is confidential, proprietary, a trade secret, or otherwise protected from disclosure, Contractor shall, at the time of its initial disclosure, clearly identify the specific information and the legal basis for the claimed protection. Blanket confidentiality designations are not sufficient. Contractor's designation does not determine whether the information is a public record or subject to disclosure. The City shall make that determination in accordance with applicable law and may disclose the information when required by law, court order, or other legal process without violating the Contract.

6. Confidentiality.
"City Confidential Information" means nonpublic information identified as confidential or reasonably understood to be confidential. It does not include information that is publicly available through no breach of the Contract, previously known without restriction, lawfully obtained from another source, or independently developed. Contractor shall protect City Confidential Information using at least reasonable care, use it only to perform the Contract, and disclose it only to persons who need it for that purpose and are subject to comparable confidentiality obligations, or as required by law. When legally permitted, Contractor shall promptly notify the City before any required disclosure.

7. Governmental Immunity.
Notwithstanding any other term or provision to the contrary, nothing in the 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 City under applicable law.

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

9. Pre-Audit Requirement.
The 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 City's finance officer or deputy finance officer.

10. Choice of Law.
The Contract 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 Contract 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.

11. Waiver.
No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of the 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.

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

13. Compliance with Law.
Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Contract.

14. No Third-Party Rights Created.
The Contract is intended for the benefit of the City and Contractor and not any other person, except to the extent otherwise expressly stated in the Contract.

15. Notice.
In addition to any other methods required, notice provided to the City under the Contract 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)

16. Severability.
If any provision of the Contract 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.

17. 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 Contract upon written notice.

18. Modifications; Entire Agreement.
A modification of the 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 City unless it is signed by the City Manager, a deputy City Manager, or, in

limited circumstances, a City department director. The Contract contains the entire agreement between the parties pertaining to the subject matter of the 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 the Contract. In the event of a conflict between the Contract and the Terms and Conditions, the Terms and Conditions shall control.

19. City Manager's Authority.

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

20. Conflicting Terms.

Notwithstanding anything contained in any vendor-provided agreement, lease, proposal, quote, purchase order, invoice, schedule, click-through or browse-wrap agreement, online terms of use, or other vendor document, the City does not agree to and shall not be bound by any provision that: (i) requires the City to defend, indemnify, or hold harmless Contractor or any third party; (ii) waives or limits the City's sovereign or governmental immunity or any other immunity, defense, or limitation of liability available to the City; (iii) waives any constitutional or statutory right of the City, including the right to trial by jury; (iv) requires the City to pay attorneys' fees, collection costs, penalties, interest, or other charges except to the extent expressly authorized by North Carolina law and agreed to in the Contract; (v) applies the law of a jurisdiction other than North Carolina or requires an action or proceeding to be brought outside North Carolina; or (vi) is contrary to or inconsistent with applicable law. Any such provision is expressly rejected and shall be unenforceable against and shall not bind the City.

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Will Hamblin, Public Utilities Director

Contact Person: Will Hamblin, Public Utilities Director

Date: November 17, 2016

Re: Shuford Lift Station Replacement Design

REQUEST

Staff requests Council approval of Task Order #3 for with GMC North Carolina, PLLC for Shuford Lift Station Replacement Design in the amount of $308,000.00.

BACKGROUND

The City of Hickory Public Utilities Department maintains a sewer collection system consisting of 550 miles of gravity sewer mains, 60 miles of force main, and 90 lift stations. Due to increased ongoing maintenance and decreased reliability, the City of Hickory has identified two lift stations needing replacement. Shuford 1 and Shuford 2 are in close proximity and can be combined into one lift station.

ANALYSIS

City of Hickory Public Utilities issued a Request For Qualifications (RFQ) for design services in August 2026 and received four Statements of Qualifications. The selection team rated the design firms based on qualifications:

- GMC North Carolina
- Kimley Horn
- VC3 Southeast
- McGill Associates

The design task order will consist of preliminary engineering, detailed design, permitting, and bidding for the Shuford Lift Station replacement.

RECOMMENDATION

Staff recommends Council approval of Task Order #3 for with GMC North Carolina, PLLC for Shuford Lift Station Replacement Design in the amount of $308,000.00.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

0308033-547778

Reviewed by:

Will Hamblin Initiating Department Head	11/06/2026 Date	Asst. City Manager, Yaidee Fox	11/6/26 Date
Asst. City Manager, Rodney Miller	11/6/26 Date	Asst. City Manager, Steve Miller	11-6-26 Date
Finance Officer, Kari Dunlap	11/9/26 Date	Deputy Finance Officer, Cameron McHargue	11-9-26 Date

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

City Manager, W. Wood

11-9-26

Date

TASK ORDER

CITY OF HICKORY

Goodwyn Mills Cawood, LLC
DBA
GMC North Carolina, PLLC

4601 Park Rd.
Suite 601
Charlotte, NC 28209

T (704) 247-5800

www.gmcnetwork.com

In accordance with the General Engineering Services Agreement dated **07/15/2025**, between the **City of Hickory (*Client*)** and **GMC North Carolina, PLLC. (*Consultant*)**, the following task is assigned:

Date: **November 5, 2026**

Project Name: **Shuford Lift Station Replacement**

Project Description: This task order shall provide professional engineering services to design, permit and bid the new Shuford lift station. This new lift station will replace two (2) existing lift stations that will be abandoned as they are nearing the end of their useful life. In addition to the new lift station, this project will include the replacement of nearby manholes, gravity sewer, and force mains to tie in the new lift station.

Task 1 – Preliminary Engineering

The Consultant shall:

1. Conduct a kickoff meeting with Client to confirm project requirements, review available information, establish project milestones and schedule, and identify additional information required to execute the project.
2. Review available record drawings, City of Hickory Lift Station Standards, GIS information, SCADA data, existing force main information, flow data, drawdowns, and other documents provided by Client.
3. Review any previous studies or designs performed on the project.
4. Advise Client of any need to provide additional data or services outside the Consultant's scope.
5. Coordinate and complete design survey
    i. Locate all underground and aboveground utilities within the survey corridor.
        i. Provide Quality Level B subsurface utility designations of all underground utilities within the project area.
        ii. Quality Level B SUE includes horizontal designation of underground facilities.
        iii. Geo physical prospecting methods are used to indicate the presence and surface position of buried utilities.
        iv. All utilities located will be identified and marked in the field to be surveyed and mapped.
    ii. Provide topographic survey within the survey corridor as necessary to meet the design and permitting requirements as described herein.
    iii. Locate all property corners adjacent to or within the survey corridor. Identify all property owners adjacent to or within the survey corridor.
    iv. Locate all drainage and sanitary sewer information (i.e. top and bottoms of ditch/creek, manhole rim elevations, culvert dimensions, invert elevations, sizes, and connections).
    v. Locate and identify any large trees (18-inch diameter or greater) and type.
    vi. Locate creek centerlines, normal waterline elevation, and bottom/top of bank.
    vii. Set construction benchmarks for noting on plans (Northing, Easting, Elevation,

Description)

6. Coordinate and complete geotechnical investigation
    i. Conduct a subsurface field investigation and provide a geotechnical report to include recommendations on:
        i. Presence/absence/depth of rock using seismic refraction
        ii. Suitability of onsite material for structural fill
        iii. Complete up to three (3) soil borings up to 40-ft deep or refusal, whichever is reached first. Boring locations will be established by the Consultant based on the proposed improvements and site constraints.
7. Coordinate and complete environmental due diligence
    i. Conduct a desktop review of available resources to identify impacts associated with threatened and endangered species, floodplains, and cultural resources.
    ii. Conduct a desktop review of available resources to identify potential jurisdictional Waters of the United States (WOTUS), which includes wetlands and streams.
    iii. Conduct a site visit to delineate any identified wetlands and document the type and condition of any identified stream.
        i. The WOTUS, including wetland areas, will be surveyed with a mapping grade (sub meter) GPS system. This method of surveying is approved by the USACE and does not require a certified stamp from a Licensed Professional Land Surveyor (PLS).
    iv. Following the completion of the onsite delineation and mapping, a report of the findings will be provided.
8. Determine the property requirements and necessary easements for the new lift station, gravity sewer, and force main based on the determined route.
9. Perform an evaluation of the new lift station's existing and future sewer shed.
    i. Determine the needed pipe size for the replacement gravity sewer and force main to meet future demands and pumping conditions.
10. Perform a hydraulic assessment using flow data provided by Client to verify force main adequacy, pump sizing, operating conditions, and bypass pumping requirements, if applicable.
11. Develop a Basis of Design report that compiles findings to prepare for design.
    i. Hold a review meeting via Teams to confirm findings and make necessary revisions from Client.

Task 2 – Detailed Design

The Consultant shall:

1. Coordinate as necessary with other consultants directly contracting with Client.
2. Provide detailed design review submittals at the 30%, 60%, and 90% progress levels. Allow for two weeks of review time for each submittal. Meet with Client following each submittal review to discuss review comments.
3. Make up to three (3) visits to the project site with Client during the design phase to review the project design or unique constraints or conditions.
4. Provide up to three (3) easement exhibits for permanent and/or temporary property acquisition based on the new lift station location, force main and gravity sewer route determined.
    i. Easement exhibits shall be exhibit-style, without metes and bounds descriptions.
5. Coordinate and complete electrical design
    i. Design electrical power, grounding, lighting, and wiring for instruments and controls for the new lift station.

ii. Design electrical for diesel driven back-up generator.
iii. Coordinate with electric utility and design new utility service for site, if required.

6. Coordinate and complete structural design
   i. Design necessary concrete slabs to support the new lift station, including a new wet well, generator, and electrical rack.
7. Provide Bid Documents
   i. Complete all design and prepare bid documents indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor, consisting of:
      a. Drawings.
      b. EJCDC Front End Documents.
      c. Technical Specifications conforming to the 50-division format of the Construction Specifications Institute.
      d. Bid Form.
      e. Preliminary Opinion of Probable Construction Cost.
8. Quality Assurance / Quality Control
   i. Conduct internal constructability reviews at the designated completion milestones (30%, 60%, 90%). Review of the design shall include:
      a. Specified manufacturers or major equipment items
      b. Design calculations
      c. Construction cost estimate
      d. Construction phasing
      e. Interdisciplinary review to ensure coordination and completeness
      f. Technical specifications and consistency with front end documents.
   ii. Reviews shall be performed by staff not involved with the design daily.
9. Construction Cost Estimates
   i. Consultant shall provide updated construction cost estimates at each design submittal.
   ii. Construction cost estimates shall include a contingency consistent with the level of detail and stage of the design.
10. Deliverables
   i. All deliverables shall be submitted via email or share site in PDF format.
   ii. Drawings and specifications for the 30%, 60% and 90% submittals shall be full-size and hard copies provided as needed.

Task 3 – Permitting

The Consultant shall:

1. Obtain necessary information, and prepare the applicable drawings and applications for Client review and signature, for the following permits:
   i. NCDEQ Construction Permit
   ii. NCDEQ Erosion and Sedimentation Control Permit
   iii. Catawba County Land Disturbance Permit
   iv. USACE Nationwide Permit
2. Coordinate and meet with permit agencies to assist in permitting the project. A total of two (2) meetings with permitting agencies are assumed to address review comments.
3. Revise the drawings and specifications as necessary in response to directives from permitting agencies.
4. To not delay the submittal of permit applications, the consultant shall pay all permits fees at the time of submittal. Client shall reimburse the consultant for all permit fees.

All reimbursements will be included with the monthly invoices, and copies of the permit fees will be included.

Task 4 – Bidding

The Consultant shall:

1. One (1) bidding period is anticipated with a duration of 30 days.
2. Assist the Client with posting and distributing the project bid advertisement.
3. Development and maintenance of plan holders list.
4. Conduct pre-bid meeting and site visit (if needed).
5. Provide response to plan holders for any technical questions received and assist Client in preparing addenda (up to 3) as required.
6. Attend formal bid opening.
7. Evaluate bid packages, including bid tabulation and bidders reference check.
8. Provide a Letter of Recommendation of Award and certified bid tabulation to Client.
9. Perform "or-equal" substitution review of up to three (3) types of equipment.
10. Following Notice of Award issuance by Client, Consultant shall coordinate with awarded Contractor to obtain signed contract documents and issue conformed contract documents to all respective parties.
    a. Provide a PDF copy and three (3) sets of conformed documents.

Assumptions:

The following items and services are not included as part of this Task Order but can be included as an additional service.

1. Survey, and SUE services if selected to be performed, will be conducted where the existing infrastructure is located. Additional survey and SUE can be provided as needed in an additional task order.
2. ALTA/ASCM surveying
3. Easement appraisals and acquisition services are not included in this scope of work but can be coordinated as needed by the Consultant.
4. Environmental assessments (Phase 1, Phase 2, etc.) not mentioned above.
5. Wetland mitigation of any kind
6. Floodplain calculations/permitting of any kind
7. Major revisions to the design plans after approval of the 60% plans.
8. Construction administration and resident project representative services
9. Construction material testing shall be performed by a 3rd party inspector and is not included in this scope.
10. GMC is not responsible for investigations or design in relation to temporary works (including laydown/storage areas, works required during construction, testing and commissioning, temporary supply services during cut-ins.)
11. Any other service not explicitly identified herein shall be provided by others or as an additional service.

Fee

GMC is pleased to provide this work at a breakdown as follows:

Task	Amount	Type
Task 1 – Preliminary Engineering	$70,000	Lump Sum
Task 2 – Detailed Design	$195,000	Lump Sum
Task 3 – Permitting	$24,500	Lump Sum
Task 4 – Bidding	$18,500	Lump Sum
Total	**$308,000**	

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

Schedule

Task	Anticipated Duration
Task 1 – Preliminary Engineering	2 Months
Task 2 – Detailed Design	4 Months
Task 3 – Permitting	2 Months
Task 4 – Bidding	1 Month

City of Hickory

Warren Wood
City Manager

Date

GMC North Carolina, PLLC.

Corbin Jenkins, PE
Regional Vice President, North Carolina

11/5/2026
Date

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

City of Hickory
Finance Officer

BUDGET REVISION # 9

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
Public Safety	53,051	
TOTAL	53,051	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental	48,051	
Miscellaneous	5,000	
TOTAL	53,051	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Transportation	14,850	
Other Financing Uses	207,400	
TOTAL	222,250	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	14,850	
Other Financing Sources	166,917	
Restricted Intergovernmental	40,483	
TOTAL	222,250	-

SECTION 3 To amend the Airport Hangar W7 (#65041) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	207,400	
TOTAL	207,400	-

To provide funding for the above, the Airport Hangar W7 (#65041) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	207,400	
TOTAL	207,400	-

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

Adopted this _____ day of _____, 2026

_____
Mayor

_____
Clerk

CITY OF HICKORY
CAPITAL PROJECT ORDINANCE
AIRPORT HANGAR W7

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted for the duration of the project.

SECTION 1. The project authorization is the Airport Hangar W7 Project.

SECTION 2. The officers of this unit are hereby directed to proceed with the Capital Project within the terms of the budget contained herein.

SECTION 3. The following revenues are anticipated to be available to complete the project:

Other Financing Sources:	
Transfer from Airport Fund	$207,400
Total	**$207,400**

SECTION 4. The following amounts are appropriated for the project:

General Capital Projects:	
Design	$157,400
Construction	$50,000
Total	**$207,400**

SECTION 5. The Finance Officer is hereby directed to maintain within the Multi-Year Capital Project Fund sufficient specific detailed accounting records to provide the accounting required by any financing agreement associated with this project and/or State and Federal regulations.

SECTION 6. The Finance Officer is hereby directed to report quarterly on the financial status of each project element and on the total revenues received or claimed.

SECTION 7. The City Manager (Budget Officer) is directed to include a detailed analysis of past and future costs and revenues on this Capital Project in every budget submission made to this board.

SECTION 8. Copies of this Capital Project Ordinance shall be furnished to the Clerk of the Governing Board, the City Manager (Budget Officer) and the Finance Officer for direction in carrying out this project.

Adopted this the _____ day _____, 2026.

_____
Mayor

_____
Clerk

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Caroline M. Kone, PE – Assistant Public Works Director**

Contact Person: Jarod Marshall, PE – Traffic Division Manager

Date: **November 9, 2026**

Re: **Neighborhood Traffic Calming Program; All-Way Stop; 2nd St NW and 8th Ave NW.**

REQUEST

Staff requests Council acceptance and approval to implement an all-way stop at the intersection of 2nd St NW and 8th Ave NW.

BACKGROUND

City Council implemented a Neighborhood Traffic Calming Program that enables citizens to request measures to improve traffic safety in the area where they own property. Citizens are required to submit an application to request measures and provide a reason for the request. Then, the City of Hickory performs analysis to determine what, if any, measures are warranted. Citizens requesting traffic calming measures are required to complete and submit a petition with a certain percentage of properties in favor of implementation for the request to move forward.

ANALYSIS

Traffic Division staff received the completed petition from property owners along 8th Ave NW with regards to the Neighborhood Traffic Calming Program and have found the property owners to be in compliance with the guidelines. The petition does qualify for an all-way stop. Forty-seven (47) properties were included in the petition and thirty-five (35) properties signed in favor of implementation. This represents at least 75% approval, which meets the requirement. The necessary sign modifications along the roadway can be performed as a normal part of the Traffic Division's signs/markings shop operations.

RECOMMENDATION

Staff recommends Council acceptance and approval to implement an all-way stop at the intersection of 2nd St NW and 8th Ave NW.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

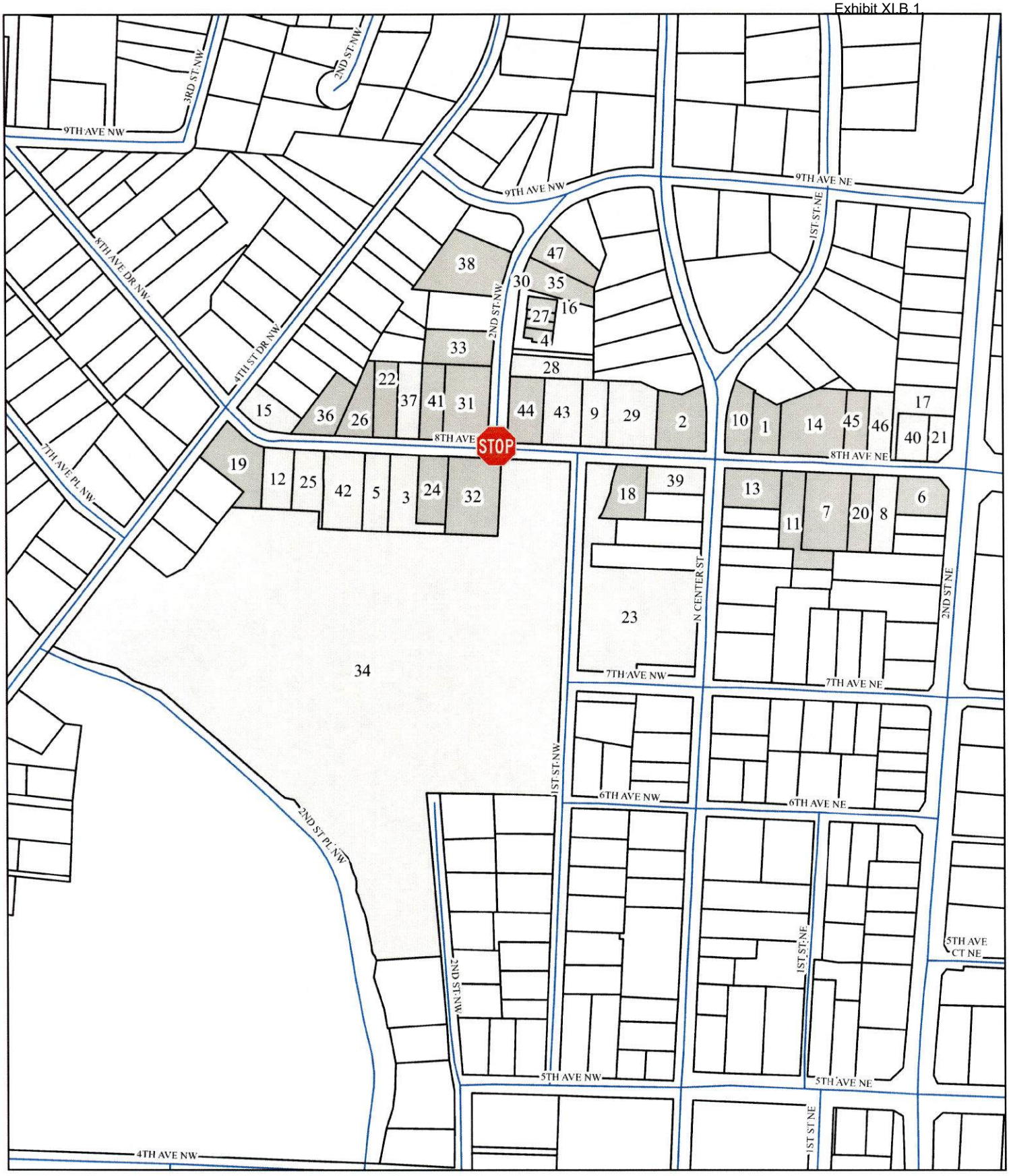
Reviewed by:

Caroline M. Kone, PE Initiating Department Head	11/9/2026 Date	Asst. City Manager Yaidee Fox	11/9/26 Date
Asst. City Manager Rodney Miller	11/9/26 Date	Asst. City Manager Steve Miller	11-10-26 Date
Finance Officer, Kari Dunlap	11/9/26 Date	Deputy Finance Officer, Cameron McHargue	11-9-26 Date

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

City Manager, W. Wood

11-10-26
Date



Multiple Owner Properties
Single Owner Properties

Traffic Calming Petition 431
All-Way Stop
2nd St NW @ 8th Ave NW

0 195 390 Feet

N