A G E N D A

HICKORY CITY COUNCIL

October 6, 2020

HICKORY
North Carolina
Life. Well Crafted.

7:00 p.m.

AGENDA
www.hickorync.gov

If you have any questions about any item on this agenda or if you need more information about any item in addition to the information contained in the agenda package, please call the City Manager at 323-7412. A "Citizen Comment Sheet", which explains the procedure to address the City Council, is located on the table outside Council Chambers. We also encourage you to complete the Comment Sheet and offer any suggestions or questions you have. For more information about the City of Hickory go to: www.hickorync.gov.

Hickory City Council — October 6, 2020
76 North Center Street — 7:00 p.m.

I. Call to Order

II. Invocation by Associate Pastor Jasmine Tesdahl, Holy Trinity Lutheran Church

III. Pledge of Allegiance

IV. Special Presentations

A. Presentation to Hickory Fire Department - Proclamation for Fire Prevention Week October 4 -10, 2020

B. Assistant Public Services Director Steve Miller to Recognize Roads Scholars Bobby Hatley and Jozef Siwik

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of September 15, 2020. **(Exhibit VI.A.)**

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

A. Approval to Amend the Traffic Ordinance to Reduce the Posted Speed Limit Along 20th Avenue Drive NW, 18th Avenue Drive NW, 18th Avenue Court NW, 9th Street NW, 9th Street Drive NW, 9th Street Court NW, and 18th Avenue Circle NW to 25 MPH. **(First Reading Vote: Unanimous)**

B. Approval to Amend the Traffic Ordinance to Reduce the Posted Speed Limit Along 2nd Avenue SE, From Tate Boulevard SE to Lenoir-Rhyne Boulevard SE to 25 MPH and Implement an All-Way Stop at the Intersection of 2nd Avenue SE and 7th Street SE. **(First Reading Vote: Unanimous)**

C. Approval to Amend the Traffic Ordinance to Reduce the Posted Speed Limit Along 36th Avenue NW and 36th Avenue Circle NW to 25 MPH. **(First Reading Vote: Unanimous)**

D. Approval of the Request from the North Carolina Department of Transportation to Amend the Speed Limit Along US Highway 70 and Springs Road. **(First Reading Vote: Unanimous)**

E. Budget Revision Number 5. **(First Reading Vote: Unanimous)**

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

A. Approval of a Change Order with Moss-Marlow Building Co., Inc. in the Amount of $6,413 for the Hangar Replacement Project at Hickory Regional Airport. **(Exhibit VIII.A.)**

Staff requests City Council's approval of a change order with Moss-Marlow Building Co., Inc. in the amount of $6,413 for removal of trench rock encountered for the underground drainage lines related to the hangar replacement project. The change order is for the removal of 58.3 cubic yards of trench rock encountered while digging for the underground DS lines. This additional work will not increase the contract time for completion. The change order itemizes the various costs associated with the additional trench work. General fund contingency will fund this additional work. Staff recommends City Council's approval of a change order from Moss-Marlow Building Co. Inc. in the amount of $6,413.

B. Renewal of Taxicab and Other Passenger Vehicles for Hire Franchise. **(Exhibit VIII.B.)**

Hickory Police Department recommends approval of Certificates of Convenience and Necessity for four businesses to operate taxicabs and/or passenger vehicles for hire within the city. Section 30-41 of Hickory City Code states that no person shall operate any taxicab or other passenger vehicle for hire in the City without first having obtained a certificate of public convenience and necessity from the City Council authorizing such operation. The four businesses listed have applied for and met the issuance standards and procedures set forth in Hickory City Code.

Company	Taxicabs	Passenger Vehicle for Hire
Mile High Enterprises	0	9
Hickory Limousine	0	1
Diamond Cab	2	0
Yellow Cab	6	1
Total	**8**	**11**

Hickory Police Department recommends the issuance of Certificates of Convenience and Necessity for the four businesses and vehicles for the fiscal year of 2020-2021.

C. Approval to Accept the 2020 Justice Assistance Grant in the Amount of $15,962 to Purchase Three eBikes and Naloxone. **(Exhibit VIII.C.)**

Hickory Police Department requests approval to accept the 2020 Justice Assistance Grant. The City of Hickory has received notification to receive $15,962 under the 2020 Justice Assistance Grant (JAG) Program. The JAG Program is a formula-based grant through the Office of Justice Programs/Bureau of Justice Assistance (BJA) that utilizes Uniform Crime Reporting statistics of all law enforcement agencies to determine eligibility for direct federal grant awards. There is no match required. Hickory Police Department will use grant funds to purchase three eBikes and naloxone. Naloxone will be supplied to each police officer for when he or she arrives first on the scene. Police officers administer the lifesaving drug naloxone to the person(s), which will undo the effects of an opiate/heroin overdose. The eBikes will be used to give the police department better and quicker response time. eBikes will be used to patrol neighborhoods, special events, gatherings, City Walk, and Riverwalk. Hickory Police Department recommends approval to accept the 2020 Justice Assistance Grant in the amount of $15,962.

D. Approval of the Purchase and Up-Fit of Ten Specialized Police Package Emergency Vehicles from Four Seasons Ford. **(Exhibit VIII.D.)**

Hickory Police Department (HPD) requests approval to purchase and up-fit ten specialized police package emergency vehicles. Hickory Police Department has funds

budgeted in the 2020-2021 CIP for replacement and up-fitting of police vehicles. HPD staff and the City of Hickory Fleet Manager researched and reviewed independent comparison studies comparing available police package vehicles. The 2021 Ford Police Interceptor Utility all-wheel drive best fits the needs of the department. Four Seasons Ford in Hendersonville, NC was awarded and currently has the NC Sheriff's Association Contract for the 2021 Ford Police Interceptor Utility all-wheel drive with a base price of $32,767.55. Four Seasons Ford has partnered with Global Public Safety, LLC in Statesville, NC to provide the total "turnkey" up-fitting of these ten specialized police package emergency vehicles. Global Public Safety, LLC would install all the specialized and emergency equipment. Added up-fitting options provided by Global Public Safety, LLC - $15,202.08. Total purchase and up-fitting price - $47,969.63. Hickory Police Department recommends the purchase and up-fitting of ten all-wheel drive 2021 Ford Police Interceptor Utility vehicles from Four Seasons Ford on the NC Sheriff's Association Contract at a cost of $47,969.63 per vehicle and a total cost of $479,696.30. Funds are budgeted in the FY 2020/2021 CIP.

E. Approval of a Resolution Authorizing the Conveyance of City-Owned Property to Habitat for Humanity of the Catawba Valley Located at 344 3rd Street SE. **(Exhibit VIII.E.)**

Staff request approval of a Resolution authorizing the conveyance of City-owned property to Habitat for Humanity of the Catawba Valley. The City of Hickory owns property at 344 3rd Street SE. This is a vacant residentially zoned lot that can be used for construction of a new affordable single-family home. The City plans to convey this property to Habitat in order to create additional affordable housing. NCGS 160A-279 authorizes cities to convey property to nonprofit organizations carrying out a public purpose. Under the terms of the agreement as consideration for the city-owned property, Habitat will agree to deed restrictions on the property to construct a single-family home to sell to a low or moderate income homeowner within the next five years. The organization will also convey a small parcel it owns adjacent to Kiwanis park as additional consideration. Staff requests approval of the Resolution authorizing the conveyance of property to Habitat for Humanity of the Catawba Valley.

F. Approval of the Purchase of Two Properties Related to the BUILD Grant Project Located at the Corner of 13th Avenue Drive NW and US 321 NW and 1179 3rd Avenue Drive NW. **(Exhibit VIII.F.)**

Staff requests City Council's approval of the purchase of two properties associated with the BUILD Grant – EB-6038 right of way acquisition. The acquisition of the required right of way for EB-6038 left two unbuildable property remnants that must be purchased by the City. Parcel remnant 016 is located at the corner of 13th Avenue Drive NW and US 321 NW and is approximately 0.146 acres in size. The remnant parcel was valued at $15,375 by an North Carolina Department of Transportation (NCDOT) approved appraiser. Parcel remnant 040 is located at 1179 3rd Avenue Drive NW and is approximately 0.295 acres in size. The remnant parcel was valued at $7,475 by an NCDOT approved appraiser. These properties must be purchased to complete right of way acquisition. Both parcels were included in the right of way budget for EB-6038. Both parcels are unbuildable but can provide additional green space along City Walk and Aviation Walk. Staff requests Council's approval of the purchase of parcel remnant 016 and 040 as they related to the construction of the BUILD Grant project – EB-6038.

G. Approval of the Issuance of a Pyrotechnic Display Permit to Pyro Shows for Friday, October 16, 2020 for Hickory Crawdads. **(Exhibit VIII.G.)**

Douglas Locascio, General Manager of the Hickory Crawdads, has submitted a request to obtain permission to conduct a public fireworks display on Friday, October 16, 2020. The North Carolina Fire Code requires an operational permit for the use and handling of pyrotechnic special effects material. The Hickory Fire Department Fire & Life Safety Division shall review all required documentation for the event, including Alcohol Tobacco and Firearm's (ATF) License, Operator and Assistant Operators Permits from North Carolina Office of State Fire Marshal (NCOSFM), Site Plan, and the one million dollar

liability insurance policy. The Fire & Life Safety Division will also inspect the pyrotechnics display area before the event to ensure compliance with NCOSFM Guidelines, National Fire Protection Association (NFPA) NFPA 1123 Code for Fireworks Display, and NFPA 1126 Use of Pyrotechnics Before a Proximate Audience (if applicable). Staff recommends approval of the issuance of the pyrotechnic display permit to Pyro Shows.

H. Approval of an Amendment with Greater Hickory Cooperative Christian Ministry for Funding through the City's Community Development Block Grant Program. **(Exhibit VIII.H.)**

Approval of an amendment between the City of Hickory and Greater Hickory Cooperative Christian Ministry for funding through the City's Community Development Block Grant Program. On July 21, 2020, the City entered into an agreement with the Greater Hickory Cooperative Christian Ministry (GHCCM) to utilize the Community Development Block Grant funding from the CARES Act (CDBG-CV) in the amount of $155,684 to make emergency grant payments for water/sewer utility bills on behalf of needy households. Since the signing of the initial agreement, the US Department of Housing and Urban Development (HUD) extended the period that grantees can make emergency grant payments on behalf of eligible individuals and families from three months to six months. In addition to the extended timeframe, the City and GHCCM would like to remove the limitation of $100 for maximum emergency grant payment in order to meet the greater needs of households. The US Department of Housing and Urban Development have advised that entirety of the funding does not have to be spent within the one-year timeframe the contract originally states. Updated guidance has advised that at least 80 percent of the grant must be spent within three-years. Staff and GHCCM would like to update the timeframe of the contract to July 1, 2020 to June 30, 2023. City Staff recommends approval of the addendum for an extension of the emergency payment grant period from three months to six months based upon updated guidance from HUD; extending the contract to June 30, 2023; and eliminating the maximum payment amount per household.

I. Approval of a Utility Relocation Agreement with Duke Energy for BUILD Grant Project – 9th Street NW and 11th Street NW Connector and US 321 Multi-Use Trail and Bike/Pedestrian Bridge. **(Exhibit VIII.I.)**

Staff requests Council's approval of two utility relocation agreements with Duke Energy with an estimated amount $425,570.72 for Phase 1 of the project and an estimated amount of $486,121.01 for Phase 2 of the project. These agreements are for the relocation of overhead power lines and poles necessary for construction of the BUILD Project - EB-6038. The Hickory Reconnected Through Transportation Infrastructure Investment Project that the City of Hickory submitted application for is an approximately 1.7-mile bicycle and pedestrian trail, including a bridge over US 321 and a 0.9 mile complete streetscape loop in downtown Hickory. This project will be an extension of the City of Hickory Bond Referendum projects to activate various parts of the City through multi-modal path interconnection. Duke Energy is directly affected in several locations as a part of this project that will require relocation. Staff requested utility relocation agreements with Duke Energy for the construction necessary to accommodate the BUILD Project including 9th Street NW & 11th Street NW Connector and US 321 multi-use trail and bike/pedestrian bridge (EB-6038). Duke Energy will bill the costs based on the actual cost involved with the work. Duke Energy's estimated relocation costs are Phase 1 - US 321 Multi-Use Trail and Bike/Ped Bridge - $425,570.72 and Phase 2 - 9th Street NW & 11th Street NW Connector – $486,121.01. Staff recommends Council's approval of the utility relocation agreements with Duke Energy for estimated amounts of $425,570.72 for Phase 1 and $486,121.01 for Phase 2, for relocation of overhead power lines and poles necessary for construction of BUILD Project - EB-6038, contingent upon NCDOT concurrence.

J. Acceptance of Donated Real Property Located at 3600 Sandy Ford Road, Newton. **(Exhibit VIII.J.)**

Michael Sigmon approached City Staff about a possible donation of real property adjacent to the Henry Fork River and across the road from City-owned property that includes a sewer pump station. It is not in the City limits of Hickory; however, it is in the Hickory rural fire district and has a City sewer line on the property. The current County property tax value for the 3.52 acre parcel is $31,600. The City contracted for an appraisal of the property earlier this year that resulted in a value of $23,900. If approved, this value will be recognized as the value of the donation. As the City continues to grow, the property could offer some potential recreational purposes such as a walking trail, canoe launch or other amenities for the public in the future in this area. County taxes owed for 2020 would be pro-rated for the time period owned. As a condition of the donation, if the City develops the property into a park, then the name of the park would include the Sigmon family name.

Staff recommends Council's acceptance of donated real property at 3600 Sandy Ford Rd. in Newton.

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

1. *To appropriate $10,000 from General Fund Balance to account for the receipt during FY19-20 of a donation for production of the Hickory Sesquicentennial book.*
2. *To recognize and appropriate a $10,000 donation from Hickory Sand Company to the Hickory Police Department for the safety of officers and personal protection.*
3. *To appropriate $237,451 from General Fund Balance to cover a construction contract with Southern Lawnscapes and Design, LLC for the Lenoir-Rhyne Blvd/I-40 Exit 125 Gateway landscape project. These funds will be reimbursed by bond proceeds from the final bond sale.*
4. *To appropriate $6,413 of Contingency Funds from the General Fund into the Airport Hangar Reconstruction Project (#650030) for change order #11 to the contract with Moss Marlow Building Company. The funds will be used to address the removal of trench rock encountered for the underground drainage lines related to the hangar replacement project.*
5. *To appropriate $1,240 of insurance-claims revenue received for damages to a Solid Waste truck at the Catawba County Landfill on 7/31/2020.*
6. *To receive and appropriate the 2020 Justice Assistance Grant in the amount of $15,962. Funds will be used by the Police Department to purchase three eBikes and Naloxone.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. Consideration of an Economic Development Agreement with Lake Park – 321, LLC – Presentation by Catawba County Economic Development President Scott Millar. **(Exhibit XI.A.1.)**

   This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 25, 2020.

2. Consideration of a Voluntary Non-Contiguous Annexation of Property Owned by Gerald McCray and wife, Donna McCray, Containing Approximately 2.156 Acres of Property Located at 4610 16th Street Drive NE, Identified as PIN 3725-17-11-5773 – Presentation by Planning Director Brian Frazier. **(Exhibit XI.A.2.)**

Gerald and Donna McCray have petitioned for the voluntary non-contiguous annexation of 2.156 acres of property located at 4610 16th Street Drive NE. The subject property is currently located within the City's extra-territorial jurisdictional area (ETJ), and zoned Low Density Residential (R-1). The annexation is being requested in order to connect to the City's sewer system. The property may be developed for one- and two-family residential uses at an intensity of two dwelling units per acre, which could potentially yield four new dwelling units. The property owner intends to divide the property into two lots, and construct two single-family dwellings. The current tax value of the property is $36,200. If annexed with its present value, the property would immediately generate additional tax revenues of $212.68. The future tax revenues generated by the development of the property is currently unknown. Upon analysis, staff has determined the petition meets the statutory requirements for voluntary non-contiguous annexation, and adequate public services are available. Staff finds the petition to be in conformity with applicable statutes and recommends approval of the petition.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 11, 2020.

B. Departmental Reports

1. Airport Master Plan Update – Presentation by Mr. Pat Turney with Talbert, Bright & Ellington, Inc.

2. Appointments to Boards and Commissions

COMMUNITY APPEARANCE COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
At-Large (Outside City but within HRPA) (Council Appoints) VACANT

COMMUNITY RELATIONS COUNCIL
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Other Minority (Council Appoints) VACANT
Other Minority (Council Appoints) VACANT
Other Minority (Council Appoints) VACANT
Differently-Abled and is African-American or Other Minority (Council Appoints) VACANT

HICKORY REGIONAL PLANNING COMMISSION
(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)
(Appointed by City Council)
Brookford (Mayor Appoints with Recommendation from Brookford) VACANT

LIBRARY ADVISORY BOARD
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (D. Williams Appoints) Elliott Neil Walker (Eligible for Reappointment)
At-Large (Mayor Appoints) VACANT (Unexpired Term of Helen Devlin)

PUBLIC ART COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (D. Williams Appoints) VACANT

PUBLIC HOUSING AUTHORITY
(Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)
Position 3 (Mayor Appoints) VACANT
Position 9 (Mayor Appoints) (Unexpired Term of Rebecca Clements) VACANT

YOUTH COUNCIL
(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)
Youth Council Applicant Review Committee Recommends the Following Appointments:

FTF	VACANT
HCAM	VACANT
HHS	VACANT
Homeschool	VACANT

WESTERN PIEDMONT SISTER CITY ASSOCIATION
(Terms Expiring 6-30; 2-Year Terms with 3-Term Limit) (Appointed by City Council)

Two Representatives for City of Hickory

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, September 15, 2020 at 7:00 p.m., with the following members present:

Hank Guess

Tony Wood | David L. Williams

Aldermen

Danny Seaver | Jill Patton

A quorum was present.

Also present were: City Manager Warren Wood, Assistant City Manager Rick Beasley, Assistant City Manager Rodney Miller, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, 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 except for Alderwoman Williams and Alderman Zagaroli

II. Invocation by Reverend David E. Roberts II, Morning Star First Baptist Church

III. Pledge of Allegiance

IV. Special Presentations

A. Rate Presentation by North Carolina Insurance Commissioner Mr. Mike Causey

Mayor Guess asked Fire Chief Matt Hutchinson to the podium to introduce a special guest.

Fire Chief Matt Hutchinson introduced North Carolina Insurance Commissioner and State Fire Marshal Mike Causey.

North Carolina Insurance Commissioner Mike Causey and State Fire Marshal was honored, and it was a privilege for him to serve the citizens and to be back in Catawba County. He and his staff had been in other parts of the County today visiting several fire departments around the County. He shared some great news for the City of Hickory. He thought that it was something that everyone had been anticipating and would be very proud of. It was an honor for him to be able to present this. He had the official certificate. Mr. Brian Taylor, Chief of the Office of State Fire Marshal brought the certificate to the podium. The Office of the State Fire Marshal did the ratings inspection. He commented that Hickory Fire Department had earned the highest rating that any department can receive, less then one percent. He advised it was about 2/10 of one percent of all the fire departments in the United States that had achieved this. He announced it was the class one fire rating. This would help the City's economic development tremendously. This was something that they could be very proud of. He presented the certificate to Fire Chief Matt Hutchinson. Chief Hutchinson and staff members took photos with Mr. Causey and Mr. Taylor.

Mayor Guess asked if the City had ever been a class one before.

City Manager Warren Wood advised no. This was the first time.

Mr. Causey advised this was the first time in the history of Hickory that this had happened. He mentioned that in the whole State of North Carolina there were over 1,200 fire departments and this was number 16 out of those 1,200 that had hit that highwater mark. He knew that the Chief would tell everyone that he didn't do it by himself, it was a team effort and it takes a lot of different groups working together. He was so happy for them.

Fire Chief Matt Hutchinson commented this takes years to do, and it takes support from City Management and Council. He mentioned safer grants that got personnel, purchasing apparatus, allowing the Fire Department to be innovative and look at new ways of providing service. The staff at the Fire Department are unbelievable. There was no way they could have done this without them. It is a team effort. He was beyond ecstatic. A lot of people did a lot of work for this and that goes back to his predecessors, from Chief Alexander, to Chief Hollar, to Chief George Byers. Everybody. And it comes a culmination of this. He thanked Council for allowing them to push hard and that was where they were at.

City Council members thanked Chief Hutchinson.

City Manager Warren Wood commented that obviously City Council with the funding that they provide and the citizens of Hickory through the taxes that they pay, and the suppression staff, it was everybody and it was a team effort and it had finally came into fruition that they had received a class one rating.

Mayor Guess asked if this was yearly or every five years.

Chief Hutchinson advised every five years.

City Manager Warren Wood advised the City went from a three to a one. That was a major improvement.

Alderwoman Patton thought everybody should be very proud of the leadership in fire and water. They had done a great job getting to this point.

Mayor Guess commented this was a tremendous economic boost too because it means so much to the City's businesses and the future of the businesses in Hickory. There was already a lot underway, but he thought this would help the City for the future in economic development. They were proud of this; this was a big deal.

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of September 1, 2020

Alderman Seaver moved, seconded by Alderwoman Patton that the Minutes of September 1, 2020 be approved. The motion carried unanimously.

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

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

A. Approval to Amend the Traffic Ordinance by Adjusting the Speed Limit Along Startown Road (SR1005) near Catawba Valley Boulevard (SR2932) and Short Road (SR 1166) to 35 MPH. (First Reading Vote: Unanimous)

B. Approval of the Offer, Acceptance, Resolution and Designation of Authorized Representative for the State Revolving Loan for the Murray Basin Sanitary Sewer Lines Replacement and Rehabilitation Project in the Amount of $5,182,700. (First Reading Vote: Unanimous)

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

D. Consideration of Rezoning Petition 20-02 for the Rezoning of 10.51 Acres of Property Located at the Southwestern Corner of Startown Road and Catawba Valley Boulevard SE, Owned by Claude and Billie Shrum, David Childers, Kevin Childers, and Alan and Donna Bolick. (First Reading Vote: Unanimous)

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

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

A. Called for a Public Hearing for Consideration of a Voluntary Non-Contiguous Annexation of Property Owned by Gerald McCray and wife, Donna McCray, Containing Approximately 2.156 acres of Property Located at 4610 16Th Street Drive NE, Identified as PIN 3725-17-11-5773. (Authorized Public Hearing for October 6, 2020, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

RESOLUTION NO. 20-32
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND/OR 160A-58.1, AS AMENDED

WHEREAS, a petition from Gerald McCray and wife, Donna McCray requesting annexation of an area described in a petition was received on March 23, 2017 by the City Council of the City of Hickory; and

WHEREAS, G.S. 160A-31 and G.S. 160A-58.1 provide that the sufficiency of the petition shall be investigated by the Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Hickory deems it advisable to proceed in response to this request for annexation.

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

THAT, the Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the City Council the result of her investigation.

CERTIFICATE OF SUFFICIENCY

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

I, Debbie D. Miller, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31 and/or G.S. 160A-58.1, as amended:

4610 16th Street Drive NE, Hickory, NC, PIN 3725-17-11-5773,
containing 2.156 acres more or less.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 3rd day of September 2020.

/s/ Debbie D. Miller, City Clerk

RESOLUTION NO. 20-33

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION, PURSUANT TO G.S. 160A-31 OR G.S. 160A-58.1, AS AMENDED

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council of the City of Hickory has, by Resolution, directed the clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the Clerk as to the sufficiency of said petition has been made.

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

Section 1: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on October 6, 2020 in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 2: The area proposed for annexation is described as follows:

Property of Gerald McCray and wife Donna McCray, 4610 16th Street Drive NE, PIN 3725-17-11-5773, containing 2.156 acres more or less.

Section 3: Notice of said public hearing shall be published in The Hickory Daily Record, a newspaper having general circulation in the City of Hickory, at least ten (10) days prior to the date of said public hearing.

RESOLUTION NO. 20-34

A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OWNED BY GERALD MCCRAY AND WIFE DONNA MCCRAY AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, Gerald McCray and wife Donna McCray are the owners of certain real property as described herein, which property is located at 4610 16th Street Drive NE, Hickory containing 2.156 acres more or less; and

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

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

NOW, THEREFORE BE IT RESOLVED by the Hickory City Council, sitting in open session this 15th day of September, 2020, at a regularly scheduled meeting of the governing body of said Council, duly called and posted in accordance with the statutes of the State of North Carolina, as follows:

Section 1: That the Hickory City Council does determine that it is in the best interest of the health, safety and well-being of the residents of the City of Hickory to annex the property described hereinafter into the corporate limits of the City of Hickory.

Section 2: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on October 6, 2020 in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 3: The same being that property reflected on maps entitled Gerald and Donna McCray Voluntary Non-Contiguous Annexation Map 1, Existing City Limits, subject property outlined in red; Gerald and Donna McCray Voluntary Non-Contiguous Annexation Map 2, Current Zoning, subject property outlined in red; Gerald and Donna McCray Voluntary Non-Contiguous Annexation Map 3, 2018 Aerial Photo, subject property outlined in red.

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

B. Approved the Future Annexation Agreement with Bartholomew and Annemarie Lopina for Property Located at 1178 Beagle Lane, Newton.

Staff requests approval of a Future Annexation Agreement with Bartholomew and Annemarie Lopina. Bartholomew and Annemarie Lopina request connection to the City of Hickory's sewer system without being annexed. They have agreed to be annexed at a point in the future when the City finds it feasible to do so. The City of Hickory has a long-standing policy of requiring the owners of property outside the city limits to be annexed before connecting to the City's sanitary sewer system. However, sometimes the City is not able to immediately provide the necessary services required for annexation. In that event, Hickory City Council adopted a policy requiring the property owners to enter into a future annexation agreement with the City, which would enable the City to initiate annexation procedures when it is feasible to do so. The Lopinas' own a single-family residence located at 1178 Beagle Lane, Newton, NC, which is part of the Fox Chase subdivision. Staff has determined sanitary sewer is available to serve the property; and recommends approval of the future annexation agreement.

C. Approved a Pyrotechnic Display Permit to Pyro Shows for September 26, 2020.

Douglas Locascio, General Manager of the Hickory Crawdads, has submitted a request to obtain permission to conduct a public firework display for Catawba Science Center on Saturday, September 26, 2020. The North Carolina Fire Code requires an operational permit for the use and handling of pyrotechnic special effects material. The Hickory Fire Department Fire & Life Safety Division shall review all required documentation for the event, including Alcohol Tobacco and Firearm's (ATF) License, Operator and Assistant Operators Permits from North Carolina Office of State Fire Marshal (NCOSFM), Site Plan, and the one-million-dollar liability insurance policy. The Fire & Life Safety Division will also inspect the pyrotechnics display area before the event to ensure compliance with NCOSFM Guidelines, National Fire Protection Association (NFPA) NFPA 1123 Code for Fireworks Display, and NFPA 1126 Use of Pyrotechnics Before a Proximate Audience (if applicable). Staff recommends Council's approval of the above pyrotechnics displays.

D. Approved Approval of a Resolution Authorizing the Conveyance of Property to Strong Life Ministries, LLC.

Staff requests Council's approval of a Resolution authorizing the conveyance of City-owned property to Strong Life Ministries, LLC. Strong Life Ministries operates a day shelter for the homeless at 831 2nd Street Place SE. The City of Hickory owns property at 1209 and 1211 Fairgrove Church Road SE. As a way to address homelessness in Hickory, Strong Life is seeking to increase its level of service. The properties on Fairgrove Church Road will permit Strong Life to enhance its day shelter programs and will provide transitional housing. NCGS 160A-279 authorized cities to convey property to nonprofit organizations carrying out a public purpose. Under the terms of the agreement as consideration for the City-owned property, Strong Life will agree to deed restrictions on the property to operate educational, employment, addiction recovery, mental health, and crisis relief services through its day shelter and residential programs. In the event the property is not operated as such, it will revert back to the City of Hickory. Strong Life Ministries will also convey the property it owns at 831 2nd Avenue Place SE to the City of Hickory as additional consideration. Staff requests approval of the Resolution authorizing the conveyance of property to Strong Life Ministries, LLC.

RESOLUTION NO. 20-35

AUTHORIZING THE SALE OF PROPERTY TO STRONG LIFE MINISTRIES, LLC
ON FILE IN THE CITY CLERK'S OFFICE
WHICH IS HEREBY INCORPORATED BY REFERENCE AND
MADE A PART OF THE MINUTES

E. Approved on First Reading Amending the Traffic Ordinance to Reduce the Posted Speed Limit Along 20th Avenue Drive NW, 18th Avenue Drive NW, 18th Avenue Court NW, 9th Street NW, 9th Street Drive NW, 9th Street Court NW, and 18th Avenue Circle NW to 25 MPH.

Staff requests Council's approval to amend the Traffic Ordinance to reduce the posted speed limit along 20th Avenue Drive NW, 18th Avenue Drive NW, 18th Avenue Court NW, 9th Street NW, 9th Street Drive NW, 9th Street Court NW, and 18th Avenue Circle NW to 25 mph. Traffic Division staff received the completed petition from property owners along 20th Avenue Drive NW, 18th Avenue Drive NW, 18th Avenue Court NW, 9th Street NW, 9th Street Drive NW, 9th Street Court NW, and 18th Avenue Circle 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 a speed limit reduction on the roadway listed. Fifty-two (52) properties were included in the petition and forty-one (41) properties signed in favor of implementation. This represents at least 75 percent approval, which meets the requirement. The necessary sign modifications along the roadway can be performed as a normal part of the Traffic Division's signs/markings shop operations. Staff recommends Council's approval to amend the Traffic Ordinance to reduce the posted speed limit along 20th Avenue Drive NW, 18th Avenue Drive NW, 18th Avenue Court NW, 9th Street NW, 9th Street Drive NW, 9th Street Court NW, and 18th Avenue Circle NW to 25 mph.

ORDINANCE NO. 20-39

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

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

Amend the Traffic Ordinance by reducing the speed limit along 20th Avenue Drive NW, 18th Avenue Drive NW, 18th Avenue Court NW, 9th Street NW, 9th Street Drive NW, 9th Street Court NW, and 18th Avenue Circle NW to 25 mph.

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

This Ordinance shall become effective immediately upon adoption.

F. Approved on First Reading Amending the Traffic Ordinance to Reduce the Posted Speed Limit Along 2nd Avenue SE, From Tate Boulevard SE to Lenoir-Rhyne Boulevard SE to 25 MPH and Implement an All-Way Stop at the Intersection of 2nd Avenue SE and 7th Street SE.

Staff requests Council's approval to amend the Traffic Ordinance to reduce the posted speed limit along 2nd Avenue SE, from Tate Boulevard SE to Lenoir-Rhyne Boulevard SE, to 25 mph and implement an all-way stop at the intersection of 2nd Avenue SE and 7th Street SE. Traffic Division staff received the completed petition from property owners along 2nd Avenue SE, from Tate Boulevard SE to Lenoir-Rhyne Boulevard SE, and 7th Street SE with regards to the Neighborhood Traffic Calming Program and have found the property owners to be in compliance with the guidelines. The petition does qualify for a speed limit reduction on the roadway listed. Thirty-eight (38) properties were included in the petition and thirty-five (35) properties signed in favor of implementation. This represents at least 75 percent approval, which meets the requirement. The necessary sign modifications along the roadway can be performed as a normal part of the Traffic Division's signs/markings shop operations. Staff recommends Council's approval to amend the Traffic Ordinance to reduce the posted speed limit along 2nd Avenue SE, from Tate Boulevard SE to Lenoir-Rhyne Boulevard SE, to 25 mph and implement an all-way stop at the intersection of 2nd Avenue SE and 7th Street SE.

ORDINANCE NO. 20-40

AN ORDINANCE OF THE HICKORY CITY COUNCIL
AMENDING THE TRAFFIC ORDINANCE AUTHORIZED IN THE

HICKORY CODE OF ORDINANCES – ARTICLE III, SECTION 18-81

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

Amend the Traffic Ordinance by reducing the speed limit along 2nd Avenue SE, from Tate Boulevard SE to Lenoir-Rhyne Boulevard SE, to 25 mph.

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

This Ordinance shall become effective immediately upon adoption.

G. Approved on First Reading Amending the Traffic Ordinance to Reduce the Posted Speed Limit Along 36th Avenue NW and 36th Avenue Circle NW to 25 MPH.

Staff requests Council's approval to amend the Traffic Ordinance to reduce the posted speed limit along 36th Avenue NW and 36th Avenue Circle NW to 25 mph. Traffic Division staff received the completed petition from property owners along 36th Avenue NW and 36th Avenue Circle 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 a speed limit reduction on the roadway listed. Thirty-nine (39) properties were included in the petition and thirty-eight (38) properties signed in favor of implementation. This represents at least 75 percent approval, which meets the requirement. The necessary sign modifications along the roadway can be performed as a normal part of the Traffic Division's signs/markings shop operations. Staff recommends Council's approval to amend the Traffic Ordinance to reduce the posted speed limit along 36th Avenue NW and 36th Avenue Circle NW to 25 mph.

ORDINANCE NO. 20-41

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

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

Amend the Traffic Ordinance by reducing the speed limit along 36th Avenue NW and 36th Avenue Circle NW to 25 mph.

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

This Ordinance shall become effective immediately upon adoption.

H. Approved the Implementation of an All-Way Stop at the Intersection of 7th Avenue NE and 4th Street NE.

Staff requests Council's approval to implement an all-way stop at the intersection of 7th Avenue NE and 4th Street NE. Traffic Division staff received the completed petition from property owners along 7th Avenue NE and 4th Street NE, with regards to the Neighborhood Traffic Calming Program and have found the property owners to be in compliance with the guidelines. The petition does qualify for an all-way stop at the intersection listed. Twenty-seven (27) properties were included in the petition and twenty-two (22) properties signed in favor of implementation. This represents at least 75 percent approval, which meets the requirement. The necessary sign modifications can be performed as a normal part of the Traffic Division's signs/markings shop operations. Staff recommends Council's approval to implement an all-way stop at the intersection of 7th Avenue NE and 4th Street NE.

I. Approved on First Reading the Request from the North Carolina Department of Transportation to Amend the Speed Limit Along US Highway 70 and Springs Road.

Staff requests Council's approval to amend the Traffic Ordinance by adjusting the speed limit along US Highway 70 between 13th Street SW (SR 1188) and Fairgrove Church Road (SR 1476) also along Springs Road from Highland Avenue NE (SR 1007) to the City limits just East of 25th Street Drive NE (SR 1615) to 45 MPH. In an effort to make the speed limit consistent along US Highway 70 and Springs Road, North Carolina Department of Transportation (NCDOT) is requesting the speed limit ordinance be

amended to post a speed limit of 45 MPH within the City limits. NCDOT is updating their records to reflect changes already made in the field such as road names changing, City limits expanding, etc. Many of the existing ordinances are no longer valid and new ones are needed to cover the roadways. NCDOT has evaluated speeds along US Highway 70 and Springs Road in the areas affected by this request and has determined that 45 MPH is appropriate. Public Services Traffic Division has worked with NCDOT regarding the new ordinances and agree to the speed limits along US Highway 70 and Springs Road (45 MPH). Staff are prepared to change speed limit signage along these roadways reflecting new speed limits, as needed. Reimbursement per the Municipal Maintenance Agreement will apply from NCDOT for the sign installation. Staff recommends Council's approval to amend the Traffic Ordinance by adjusting the speed limit along US Highway 70 between 13th Street SW (SR 1188) and Fairgrove Church Road (SR 1476) also along Springs Road from Highland Avenue NE (SR 1007) to the City limits just east of 25th Street Drive NE (SR 1615) to 45 MPH.

ORDINANCE NO. 20-42

Ordinance to Repeal the Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1068319
Division: 12
County: Catawba
Municipality: Hickory
Type: Municipal Speed Zones
Road: US 70
Car: 45 MPH
Truck: 45 MPH
Description: From SR 1188 (13th Street SW) to a point 0.228 mi. east of SR 2959 (S. Center Street)

Hickory City Council, pursuant to the authority by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

ORDINANCE NO. 20-43

Ordinance to Repeal the Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1068320
Division: 12
County: Catawba
Municipality: Hickory
Type: Municipal Speed Zones
Road: US 70
Car: 50 MPH
Truck: 50 MPH
Description: From a point 0.228 mi. east of SR 2959 (S. Center Street) eastward to the corporate limits of Hickory, a point 0.15 mi. east of SR 1476 (Fairgrove Church Road)

Hickory City Council, pursuant to the authority by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

ORDINANCE NO. 20-44

Ordinance to Enact Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1078513
Division: 12
County: Catawba
Municipality: Hickory
Type: Municipal Speed Zones
Road: US 70
Car: 45 MPH
Truck: 45 MPH
Description: US 70 – Between SR 1188 and a point 0.1 mile southeast of SR 1590.

Hickory City Council, pursuant to the authority by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which

shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

ORDINANCE NO. 20-45

Ordinance to Enact Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1078514
Division: 12
County: Catawba
Municipality: Hickory
Type: Municipal Speed Zones
Road: US 70
Car: 50 MPH
Truck: 50 MPH
Description: US 70 – Between a point 0.1 mile southeast of SR 1590 and a point 0.15 mile southeast of SR 1476.

Hickory City Council, pursuant to the authority by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

ORDINANCE NO. 20-46

Ordinance to Enact Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1078628
Division: 12
County: Catawba
Municipality: Hickory
Type: Municipal Speed Zones
Road: SR 1453
Car: 45 MPH
Truck: 45 MPH
Description: (16th Street NE / 12th Avenue NE / Springs Road NE) between SR 1007 and a point 0.063 mile east of SR 1615, the eastern corporate limit of Hickory.

Hickory City Council, pursuant to the authority by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

ORDINANCE NO. 20-47

Ordinance to Repeal the Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1007219
Division: 12
County: Catawba
Municipality: Hickory
Type: Municipal Speed Zones
Road: SR 1453
Car: 45 MPH
Truck: 45 MPH
Description: 16th Street Northeast (SR 1453) from Highland Avenue (SR 1007) to 16th Street Northeast (SR 1401).

Hickory City Council, pursuant to the authority by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

ORDINANCE NO. 20-48

Ordinance to Repeal the Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1007220
Division: 12
County: Catawba
Municipality: Hickory

Type: Municipal Speed Zones
Road: SR 1453
Car: 45 MPH
Truck: 45 MPH
Description: 12th Avenue Northeast (SR 1453) from 16th Street Northeast (SR 1401) to the northern corporate limit, approximately 0.03 mile northeast of 12th Avenue (SR 1441).

Hickory City Council, pursuant to the authority by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

J. Approved the Citizens' Advisory Committee Recommendations for Assistance through the City of Hickory's Housing Programs.

The following request was considered by the Citizens' Advisory Committee at their regular meeting on September 3, 2020.

The following applicant is being recommended for approval for assistance under the City of Hickory's 2019 Urgent Repair Program. This program provides qualified low-income citizens with assistance for emergency-related repairs not to exceed $10,000.

- Teaundra Hewitt, 732 8th Avenue SE, Hickory – up to $10,000.

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

K. Approved on First Reading Budget Revision Number 5.

ORDINANCE NO. 20-49

BUDGET REVISION NUMBER 5

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2021 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the General Fund within the FY 2020-21 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Culture and Recreation	345,050	-
General Government	11,000	-
TOTAL	356,050	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	50	-
Other Financing Sources	356,000	-
TOTAL	356,050	-

SECTION 2. To amend the Capital Reserve Fund within the FY 2020-21 Budget Ordinance, the expenditures shall be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	103,654	-
TOTAL	103,654	-

To provide funding for the above, the Capital Reserve revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	103,654	-
TOTAL	103,654	-

SECTION 3. To amend the Murray Basin Capital Project Ordinance (#803301), the expenditures shall be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water and Sewer Capital Projects	5,286,354	-

TOTAL	5,286,354	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	5,286,354	-
TOTAL	5,286,354	-

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

IX. Items Removed from Consent Agenda – None

X. Informational Item

XI. New Business:

A. Public Hearings

1. Approved Amending the Economic Development Agreement with Cataler North America Corporation to Revise Certain Dates in the Agreement – Presentation by Catawba County Economic Development Corporation President Scott Millar

This public hearing was advertised in a newspaper having general circulation in the Hickory area on September 4, 2020.

City Manager Warren Wood asked the Catawba County Economic Development Corporation President Scott Millar to the podium to present Council with an amendment to the Economic Development Agreement with Cataler North America Corporation to revise certain dates in the agreement.

Catawba County Economic Development President Scott Millar advised this was purely technical or procedural issues to the contract that Council approved in February of this year. There were a couple of very minor changes that they were making some substitution on. The most important of which was a section that required the company Cataler, the new company making automobile parts in Trivium Business Corporate Center, the original agreement stated that they had to have a certificate of occupancy by April 1, 2021, which under no circumstances would that timeframe have been met. It was simply a mistake by Mr. Millar and his staff trying to get that into the agreement. This was changing that to 2022 instead of 2021. There were a couple of other minor changes too affecting mostly a couple of dates, such as adding two weeks to the finish of the completion of the waterline and two weeks to the completion of the roadway. Very minor and in no way impacted the requirements that they had for the company to perform. It was just technical changes in nature. Catawba County Board of Commissioners considered this and approved it at last week's Commissioner's meeting. He asked for any questions that Council might have regarding this change.

Mayor Guess asked if there were any questions from Council.

Alderman Wood asked if there were any financial implications to the changes.

Mr. Millar replied no.

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

Alderman Seaver moved, seconded by Alderwoman Patton approval of the amendments to the Economic Development Agreement with Cataler North America Corporation. The motion carried unanimously.

B. Departmental Reports:

1. Sign Ordinance – Presentation by Planning Director Brian Frazier.

City Manager Warren Wood advised the departmental report on the sign ordinance would be presented by Planning Director Brian Frazier. In the recent past there had been a number of questions that had come up about what was allowed, what was not allowed, in terms of signage in the City's ordinance.

Everything from LED lights at churches, to benches with advertising, to feather flags, there had been an array of things. They thought that it would be good idea to have planning staff do a presentation to discuss what was or was not allowed. He noted that this comes from the signed ordinance which was adopted by City Council. In order to change it, Council would need to have a public hearing and then go through that process. This was not something that staff comes up with, it was an ordinance adopted by City Council that staff enforces.

Planning Director Brian Frazier presented a PowerPoint presentation. He advised he would discuss a fairly comprehensive sign presentation, basically looking at everything that the planning staff had done in order to modify the Land Development Code (LDC) since 2006 soon after he started at the City. He discussed some of the history to show what had been done to make it more user friendly for interpretation of staff, for Council, for management staff, and most specifically for the City's citizens and customers. They had done their best to make it consistent and fair, non-redundant. That definitely would be pro-business, but at the same time it was not going to hurt existing established neighborhoods because you must keep that fine balance. Mr. Frazier discussed the Hickory by Choice 2030 Plan, which was the City's comprehensive plan which included various chapters, land use, transportation, demographics, etc. The plan was the City's 20-year vision or a blueprint for orderly growth and development. The document was reviewed on an annual basis and according to best planning practice, staff brings it to the Planning Commission, they make a recommendation hence to City Council on a five-year basis. They did that a couple of years ago. Prior to the plan being adopted by City Council in 2011 the City had a Future Land Use and Transportation Plan that was approved in 1999 and it did not get modified much in the way at all until 2010-2011 and that was not a true comprehensive plan. It basically dealt with history, demographics, land use and transportation. That is what the City had now for 10 years. He advised this was not law. It was an overarching document that they are supposed to refer to and all the other master plans and land use regulations, ordinances such as the Land Development Code, must be consistent with and follow.

Mr. Frazier discussed the Land Development Code (LDC). Just like the County's (UDO) Unified Development Ordinance, it was an ordinance, it was a law that was designed to complement and put into effect the Hickory by Choice 2030 Plan on an annual basis Council had adopted and then re-adopted. The Land Development Code included many regulations regarding zoning, subdivision lighting, landscaping, signage, stormwater, etc. He discussed what had been done since 2006. There had been numerous text amendments or revisions in regard to signage, which Council was talking about tonight specifically, prepared by planning staff, reviewed and recommended to the Hickory Regional Planning Commission and recommended by that Planning Commission subsequently to and adopted by City Council. And these numerous amendments since 2006 were formulated again to be less restrictive, and more business friendly while at the same time, not intruding and hurting the neighborhoods. He referred to the PowerPoint and displayed the first text amendment that he had done. In 2006 all the business owners and the sign companies, said the City had got something in the Land Development Code that was driving them nuts. It said specifically in there that when they put up a sign, whether it be a wall sign or a monument freestanding sign that it could only have two lines of copy and it was killing them. They asked what they could do to do three. They couldn't do an administrative change, that provision wasn't in the code at the time. Before Rick Beasley and staff introduced some measures to Mr. Wood to quicken the pace of advertising but keeping under North Carolina General Statute to call for public hearings and advertising, it took 3.5 to 4 months through staff. The Planning Commission made a recommendation to Council, called for a public hearing, public hearing and second reading to change one word. But they did it and businesses were happy; sign companies were happy. It was his first and maybe his most significant accomplishment in 15 years.

Mr. Frazier discussed the next text amendment regarding signage in 2011. They allowed perpendicular projection signs in the C-1 business district because a lot of businesses on the Union Square said if you're walking on Union Square, you're walking along and you look up, you're either going to see awnings or air. You're not seeing any signs. You must stand back 20-30 feet into Union Square to the south to read the signs. They asked if they could have projection signs. A few businesses did put them up. He wasn't sure that there was any left. A couple of those businesses, unfortunately, didn't make it through the great recession starting in 2008, but it was allowed. Previously, window signage was not allowed at all. But they amended the text, made it a little bit more business friendly that you could put signage in your window as long as you did not exceed that 33 percent maximum coverage where the windows were basically blacked out where nobody could see. It was a pro-business measure, while it was also a

safety measure, and he had talked to the previous Chief of Police about that nine years ago. They instituted that same year campus and shopping center directional signage, allowing larger signs and directional signage with logos. For whatever reason, before that, the Land Development Code, you could have a directional signage for CVCC. One said enter, one said exit. There was nothing to say which building to go to at CVCC, the hospital's, Lenoir-Rhyne. They allowed them to put up their college logos and additional wording. Examples were hospital campuses, shopping centers, Valley Hills Mall and others. Alternative sign plans used to be reviewed by the Planning Commission and approved by staff. Now instead of it going to the Planning Commission, they have staff look at it and review it, and it cuts off a least 30 days of review time. He advised that was what an alternative sign plan was. It was a negotiation, and they put it in a legal agreement, and it's filed with Catawba County. That would continue while that business was located there; it was a tradeoff. He referred to the PowerPoint and showed examples of some of the City's newer directional signage. He pointed out Catawba Valley Medical Center (CVMC) noting where visitor parking was, the main entrance, other traffic, and the emergency room. The campus signage showed where the Wellness Center was. If you drive further back into the hospital campus on Fairgrove Church Road they have various signs for, cancer treatment, parking, administrative offices, etc. The sign code prior to that in the LDC restricted that from happening. He showed a prime example of an alternative sign plan. It was the Verizon Retail Store on 127 north. The agreement the City had with them was they came to the City and said they would really like to have more square footage on the building. How do we get that? Staff said okay, if they would agree to not putting up a freestanding monument sign, then they would do that. Staff drafted up an agreement and it was approved by the Planning Office within a couple business days instead of 30 to 45 at the Planning Commission.

Mr. Frazier discussed another text amendment in 2012. They increased the number of signs allowed per building frontage from one to three. And then they doubled the allowance of square footage for wall signs for principle street frontage. He used as an example Highway 70. A business fronting Highway 70. It used to be you would get one square footage of signage for one linear foot of building length. They changed that to two square feet to one. The signage square footage was doubled. A lot of the buildings in the older strip malls set way back off the road. Not a quarter mile, but close to that. From the road, you're driving at the speed limit of course, and it would still look like a postage stamp. They also changed the signage regulations for the side street frontage, so those side streets that are City streets used to be half a square foot for ever one linear foot, and they changed that to a 1 to 1 ratio. Businesses were very happy. Advertising signage was important. This was permanent signage. When the business changes, their marketing can certainly change it, if it goes out of business or relocates, they would bring somebody in, and everybody gets that formula now. But a lot of times these stores will rebrand, so they would have to look at it again. He referred to the PowerPoint and showed for example Hobby Lobby. The new Hobby Lobby had the one sign with the additional square footage. Then they have another sign which says home decor and then the seasonal sign to the right. So, three signs, that was something that nobody was complaining about anymore. And then again, increased square footage. He showed the sign for Academy Sports on 70 Southeast. They have the Academy, they have sports outdoors, which was their corporate brand underneath it. They allowed that and expanded the ratio, basically doubled the square footage of the sign it was still in total keeping with the architecture and design. Off to the left you could see their logo. They permit logos. They take a liberal approach and just look at the logos, not necessarily as a sign. If it goes over the max, they still allow it if it's not crazy. He showed Ashley Home Store. This was the first one that they looked at that had called them about changing the square footage of the sign. They were rebranding their sign and some of their colors, and they said if you're on Highway 70 driving even the speed limit you couldn't see their sign it was way too small. Staff went out there and talked to sign companies about what they thought. They thought it was a good idea that it wasn't too big or too small. He showed another newer example, the old Babies R Us, off Catawba Valley Boulevard and Robinson Road. Home Goods doubled what had been there under Babies R Us.

Mr. Frazier advised in 2014 they permitted temporary signage and banners where they were not allowed before. The maximum of 32 square feet for permits of either 12 weeks and 12 months in addition to their permanent wall or, monument freestanding. A business could have a 32 square foot banner. They could get a permit for either 12 weeks, either consecutive or one week per month for the calendar year, or they could go with an annual permit that would be renewed, and they have a tracking system for that, or they could have both. A lot of people will use the 12 week one for now hiring, now open, new hours, closed

to COVID. For a small fee they could have additional temporary signage for up to 12 months, and this had been a big hit for the businesses for the past six years or so. He showed a photo of one temporary banner on Lenoir-Rhyne Boulevard and Outback. They couldn't be any bigger than 32 square feet, they can't obstruct sight distance or be in the sight distance triangle. They cannot be in the City or State rights of way. He showed some more examples also located on Highway 70 that was looking west. He commented you could have the banners. Some people will put them up against their building, but on the highways and byways, most people will ground stake them where they pretty much stay put, and they don't blow over or don't blow away. With that 32 square feet and no limits on just two lines of signage, you could get quite a bit of information on that sign, even going the speed limit. He noted that they had to be well out of the right of way. The guide that they use, the rule of thumb, was behind the telephone poles. Sometimes that differs. There were some places on Tate Boulevard that the right of way would go 200 feet north or south of the double yellow. Some of the right of ways goes right up to the curb to enter the business door, so they must be cognizant of that.

Mr. Frazier advised in 2015 they decreased the minimum distance between free standing signs. It was basically freestanding monument signs advertising the business from 150 feet separation distance to 50 feet separation distance. Part of that was just good planning and traffic engineering practice so you don't have many access points off the road. Several businesses would share one point of entry to multiple businesses, so if they did, it was not fair to just permit restaurant "A" and not permit restaurant "B". They changed it to 50 feet. They also amended the Land Development Code where they permitted signage facing private drives and public parking lots were previously not permitted. They allowed the one to one instead of the 0.50 to 1. He noted that a good example would be the large Walmart on 70 Southeast. If you're driving there on their private driveway behind the strip mall, you would see a nail salon, a mortgage broker, and Subway in the back-parking lot. It helps to attract business. They also increased the square footage based on national standards in the high-rise sign overlay district from 150 square feet to 200 square feet. That was per national planning standards and the size limit had been any more than 60 feet tall per grade. He showed a photo of Kickback Jacks, and Mellow Mushroom. They share an access point. It was good planning, but it was also because of necessity. The folks here for years were owned by a company out of Greensboro and they wanted a traffic signal there. The City wasn't really in favor, and Department of Transportation (DOT) was highly against it because it didn't meet their standards about one traffic light being too close to another signalized intersection. Kickback Jacks at the time was Tripp's Restaurant. When they didn't allow that change Mellow Mushroom would not be able to have a freestanding sign, and that was not a fair business practice. He showed an example of a high-rise off I-40 at McDonald Parkway, the Sheetz sign, it was not as high as 60 feet, but it was close, but they were able to get additional signage up there through the text amendment.

Mr. Frazier discussed text amendment 18-01. The Planning Commission held a public hearing on March 28th. They unanimously recommended text amendments to City Council for approval. Some of those changes included revising signage definition language to comply with the United States Supreme Court case, Reed versus the Town of Gilbert, which he thought was in Arizona. The case was regarding a church's signage content. The signage must be content neutral. That means a city like Hickory can regulate the illumination, the square footage, and the height. But they couldn't regulate what the sign content says pursuant to a Supreme Court ruling. They also modified how to determine the calculation of square footage. Somebody wanted to put up Hobby Lobby you would just measure it in a parallelogram. With some branding the first letter of each word was taller, and they used to have the sign companies measure each letter out and it was just too complicated for everybody. Not everybody was a math major either. They still get sign applications coming in with square inches. They did that which helped. They also increased the height and square footage of monument signs for residential development projects. Apartment complexes would be included and residential subdivisions. The Planning Commission at that time, back in 2018, unanimously recommended to continue to keep the LDC the same for the prohibition of feather flags. He referred to the PowerPoint and showed a photo of ongoing construction which was just about done and ready to get their certificate of occupancy (CO), The Gates at Highland luxury apartments across from Highland Recreation, Northeast Hickory. It used to be called Pepper Stone, but this was the official name. He pointed out that it was a really nice, extremely expensive sign, well landscaped and in the City's regulations if there was a sign that was 100 square feet, they had to put at least 100 square feet of landscaping around it, so it doesn't just look bare. He showed some examples of feather flags. He noted they appeared to be very close to the right of way. He

advised it was just north of the river off Highway 321 between the river and MDI. That was what the Planning Commission unanimously voted to keep out and keep it as a non-permitted advertisement. He continued his discussion regarding text amendment 18-01, planning staff had forwarded the proposed signage recommendations also to two local sign companies for their review and opinion. They were the sign experts and they wanted to hear from them. One of the two responded and stated they thought it was satisfactory, it was more favorable to businesses, they thought it was fine, they didn't have any recommendations or offer any changes. They love bigger, but the City was going out of their way to be fair about it.

Mr. Frazier advised on May 15, 2018 City Council held a workshop prior to the scheduled public hearing and on the 17th of July, Council approved, in addition to both the planning staff and the Hickory Regional Planning Commission, recommended revisions to the LDC. These revisions included the prohibition of electronic signage message boards. Those were basically the LED signs that could have a message changed where it could be programmed either by the business or by the company. They could have a rental contract with a consultant where they could change that message. Under State law if it was on a State road, it had to stay static for at least eight full seconds. In all residential districts within the City and the extra-territorial jurisdiction (ETJ) you could not have these message boards anymore, and that was about two years ago. He showed an example of one of the message boards that was in a residential zone that was approved prior to that text amendment located at St. Aloysius Catholic Church. He noted the message board would stay static for eight seconds and it would talk about mass times, or welcome back, or the evening classes, Knights of Columbus, fish fries during lent, etc.

Mr. Frazier discussed text amendment 18-02 which came soon thereafter. The Planning Commission held another public hearing on September 26, and once again the Planning Commission reaffirmed unanimously voted to continue prohibition of feather flags as the Planning Commission determined feather flags to be inconsistent with the City's plan Hickory by Choice 2030. They thought it equated to litter, to clutter, to poor aesthetics and those were the reasons that they gave in their resolution to again uphold the LDC. He referred to the PowerPoint and pointed out feather flags. He showed a photo that was taken on September 15, 2020 and was under enforcement action. He advised it was located at the facility that was in the process of rebranding the CVS Pharmacy and Store in Viewmont on 127 north. They have multiple feather flags all around the property. These were not permitted so they are now under zoning enforcement and notification had been mailed out. He showed another photo which was highlighting one of the City's new projects. A wonderful project, Housing Finance Agency funded, The Lodge. They have a temporary certificate of occupancy (TCO) and he thought they had already rented out the first couple of floors, there was a leasing office there. He showed a photo of The Lodge prior to zoning enforcement. They had some complaints about it. They had the celebratory balloons which technically aren't allowed in the Land Development Code. And they had various feather flags on both sides that were prohibited by code. Staff requested they be removed within a few days, and they fully complied with the request. Regarding feather flags, staff had done a study back in 2018. It was revised this past summer in June or July. He referred to the PowerPoint and explained that these were some examples of the entities across the State of North Carolina that had provided information about the communities where they were permitted and communities where they were not permitted.

Mr. Frazier discussed text amendment 19-01. Last year they allowed perpendicular sign projection mounting of wall signs. Several years before they were allowed in the C-1 district only. They ended up allowing it in all districts except for the City's residential district. He showed an example at Hollar Mill. He noted the wall sign was perpendicular. He thought that it fit in wonderfully with the architecture and in that period, there was a lot of projecting signs and for various reasons, cities planning staffs, a lot of municipalities took those away as a viable option. He asked Council for any questions.

Mayor Guess asked Council for any questions.

Alderman Seaver asked if the electronic signs included neon.

Mr. Frazier responded basically, yes, it does. He commented there was different types of signage, and a lot of it was semantics. They allow LED signs with LED bulbs to be illuminated from the interior. They have allowed in the past, but try to discourage it, mounted signs, electric signs that shine-up from the outside on the lawn. A lot of times they get knocked over by mowers. They had a complaint five or six years ago at a bank in Viewmont, one of the contractors had hit a

pack, like you normally see in a wall but they had it mounted on the ground, and somehow it was left on all night long into the next day. It was this glaring sign, something that you'd see like at LP Frans Stadium glaring right on to 127. They had to go the bank and asked them if they could move it. All the ladies were just standing there looking at them, like what? He and a staff member flipped it over out of the way and their contractor fixed it within a few days. In terms of neon, they have allowed in the past neon striping around buildings for accent. A lot of the State law was modified. When he first started with the City, in the plaza were Five Guys is now, there was a barbecue place there. Just after a lady drove through the dining room, the neon caught fire and the place burned up. There was some concern. There is a different type of neon signage that was allowed. They do not have any true neon signs or allow it now, like something that would have been done back in the 20s, 30s, 40s or 50s. The technology now is vastly different, you could tell the quality. The signs like for St. Aloysius, that example was LED technology. It was a pretty expensive version of that technology where the signs don't emit much in the way of light, if any, off the property and in some ways there less bright than an interior illuminated sign with the old type of wattage light bulbs. They do allow those signs. In the past two years, they're not allowed in a residential district, but they are allowed in other places. Now there are some older technology signs that were allowed long before he got here. They had to control the static message. Some of the technology isn't quite as sophisticated, aesthetically pleasing or nice, and it comes off bright. Some of the signs have faded. There used to be a sign out near Wendy's in the mall, a large billboard that would strobe at times. DOT loved that as did the City. The City doesn't really allow neon signage.

Alderman Seaver asked about inside of a window or something that was inside.

Mr. Frazier advised those were allowed if they say open or sale. He guessed that was neon tubing, it was a very cheap version of it, you could buy it at Walmart or Target stores like that, Home Depot, but they don't allow it to move or make any kind of sound, anything like that. It can't scroll, it can't move, it just must remain static. If it flashes on and off, the City's zoning officer would knock on the door and say, "Could you please just switch that black button?" That type was allowed.

Alderman Wood asked if there was a resource that they consult that they consider best practices for evaluating signage in a town. He asked if there was a town or a resource that they consulted.

Mr. Frazier advised they use different resources. As he mentioned previously in the presentation, they had talked to local signage companies. There are national signage standards that the sign industry adopted. The American Planning Association and the North Carolina State Chapter of the American Planning Association (APA), they're not copasetic with the signage industry was asking for a lot more, bigger, taller, wider, brighter. They have membership fees that the City pays for through the APA and the NC Chapter of the APA that they consult for free. When they pay membership dues, they have planning advisory services that used to be books on things, now they can get that information online or have their library research folks send that to them. There were various forms.

Alderman Williams had two questions. He referred to the picture with the celebratory balloons. What was the violation there? What was the ordinance?

Mr. Frazier advised it was just considered an attention getting device under the Land Development Code, and it was not permitted. They had some. A lot of these happen on the weekend when staff wasn't working. They would allow it to a point for a grand opening. They don't get overly bureaucratic. It could be there for a while, but some people would just continue to put them up and it was considered an attention getting device, so they don't allow it. He commented he was kidding around today with staff and a lot of times you'll see on the weekends at the car dealers they will attach balloons to their vehicles. He said he and his wife Tammy had never, ever bought a vehicle without a balloon attached to the door handle or an aerial. It's just got to be, or she will tell him he they can't buy it. They did ask these people to take them down after a bit of time, and they did.

Alderman Williams asked his second question. He referred to banners in a photo on the PowerPoint, the two signs that Mr. Frazier showed with the tobacco vape place and $45 a month, the two small businesses. He asked if the Hickory Regional Planning Commission was okay with those banners being like that and was that not clutter.

Mr. Frazier advised that was their unanimous decision at least twice and probably once before he got here. Yes, sir.

Alderman Williams responded okay, but the feather flags are clutter and that's not. He questioned the spacing between those and of course, you know, there are measurements. He was hoping that Council could have gotten a link or something to see the measurements that are allowed and everything in Council's agenda. Of course, with it being out of the right of way, there was a certain size or whatever.

Mr. Frazier advised 32 square feet was the maximum. He reiterated there was the 12-week permit and then there was the annual permit.

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

Alderman Williams requested to discuss this matter. It was his humble opinion, and he thought that especially in these times, they should do something to help small businesses. He thought that they should look at the feather flag thing again. He wanted to bring it to a vote that Council get Mr. Frazier and his staff to look at what perimeters they could have, where the feather flags of course were not enlarged or distracting. He thought they were allowing banners and they were monitoring the size and everything with them. He thought they should allow any help they could to small businesses. He thought that feather flags should be allowed. If they could have banners in that ordinance, falling under that ordinance, they should give them a chance to put feather flags under that ordinance. He reiterated especially in these times, they as a city should do what they can to help small businesses because the small businesses are the ones that are suffering. He moved that Council make an amendment to the amendment and allow feather flags, but they would get Mr. Frazier and his staff to start examining and setting up specifications and perimeters that the feather flags should be allowed.

City Attorney John Crone thought that the second part of Alderman William's motion was okay. The first part about amending the ordinance would take an ordinance amendment that would require at least a notice, and a public hearing to change the ordinance like all these others have. He thought he saw where Alderman Williams was going with this. He thought that Alderman Williams could ask staff to investigate that and come back with some recommendations, or he could move that staff look into it, check other places that do allow them, find out what those perimeters are, and if there were any other changes that Alderman Williams felt would benefit small businesses or that Council may.

Alderman Williams advised Mr. Crone that Mr. Frazier had just told Council the places that allow it and different things of that nature. He wanted to move to vote feather flags to be allowed, and then Council go from there as far as the specifications and whatnot. He moved that Council allow feather flags.

City Attorney John Crone advised Alderman Williams that he could make that motion, He was not sure that it was legally appropriate, but that was totally up to Alderman Williams to do.

Alderman Williams confirmed that he wished to make that motion.

Mayor Guess advised there was a motion. He asked if there was a second. There was no second to the motion, therefore the motion died.

City Attorney John Crone wanted to explore the second part of Alderman Williams proposed motion. He thought that staff maybe could come back and bring something to present to Council.

Alderman Williams advised that was the whole reason for Mr. Frazier's presentation, because he had asked about feather flags before to help small businesses, and so that was pretty much it. He appreciated Mr. Frazier, staff, and management for making the presentation and clearing that up for him. That was his whole intent behind this was to help small businesses and so the motion died.

City Attorney John Crone thought that Alderman Williams had made that clear.

3 Appointments to Boards and Commissions

<u>COMMUNITY APPEARANCE COMMISSION</u>
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
At-Large (Outside City but within HRPA) (Council Appoints) VACANT

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

African-American (Council Appoints)	VACANT
African-American (Council Appoints)	VACANT
Other Minority (Council Appoints)	VACANT
Other Minority (Council Appoints)	VACANT
Other Minority (Council Appoints)	VACANT
Differently-Abled and is African-American or Other Minority (Council Appoints)	VACANT

Alderman Williams nominated Nathaniel Homes as an African-American Representative on the Community Relations Council.

Mayor Guess nominated Ida Clough as an African-American Representative on the Community Relations Council.

HICKORY REGIONAL PLANNING COMMISSION
(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)
(Appointed by City Council)

Brookford (Mayor Appoints with Recommendation from Brookford)	VACANT

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

Ward 4 (D. Williams Appoints)	Elliott Neil Walker (Eligible for Reappointment)
At-Large (Mayor Appoints)	VACANT (Unexpired Term of Helen Devlin)

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

Ward 4 (D. Williams Appoints)	VACANT

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

Position 3 (Mayor Appoints)	VACANT

YOUTH COUNCIL
(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)
Youth Council Applicant Review Committee Recommends the Following Appointments:

FTF	VACANT
HCAM	VACANT
HHS	VACANT
Homeschool	VACANT

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

C. Presentation of Petitions and Requests

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

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

Mayor Guess reiterated about the fire rating, what had already been said was obviously tremendous news. He thanked everyone that had a part in that. He requested that Fire Chief Hutchinson pass that along to everyone that had a part in that.

Alderman Wood commented along those lines, he wasn't sure that the connection was made that the fire rating would result in lower insurance premiums for businesses. Correct?

City Manager Warren Wood advised it can.

Alderman Wood commented it gives the opportunity for that.

Mayor Guess commented that it certainly was not going to hurt them.

City Manager Warren Wood advised that September 30th was the last day for census counting. He requested that citizens that hadn't filled out their forms or knew citizens that hadn't to please get the word out because the clock was ticking on that.

Mayor Guess asked if he knew what the current percentages were for Hickory.

City Manager Warren Wood advised they knew that the self-initiated was 66 percent which was about where the City was overall 10 years ago. There were also the actual counters that go out and help citizens and they were trying to get that number.

Alderman Seaver commented that it helps to spread the word and get everyone to do it. It doesn't take but about 10 minutes.

Mayor Guess encouraged everyone that was present to please, if they hadn't already done that and to encourage all their family, friends and relatives to fill out the census.

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

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

1. Approval of Closed Session Minutes of August 4, 2020 - NCGS §143-318.11(a)(1)
2. Discussion of Potential Economic Development – NCGS §143-318.11(a)(4)

Council convened to closed session at approximately 7:58 p.m.

Council reconvened to open session at approximately 8:27 p.m.

No action was taken upon return to open session.

XV. There being no further business, the meeting adjourned at 8:27 p.m.

_____
Mayor

_____
City Clerk

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Terry Clark, Airport Director**

Contact Person: **Terry Clark**

Date: **September 15, 2020**

Re: **Approve a Change Order from Moss-Marlow Building Co., Inc. in the amount of $6,413 for the Hangar Replacement Project at the Hickory Regional Airport**

REQUEST:

Staff requests City Council's approval of a Change Order from Moss-Marlow Building Co., Inc. in the amount of $6,413 for removal of trench rock encountered for the underground drainage lines related to the Hangar Replacement Project.

BACKGROUND:

The Change Order is for the removal of 58.3 cubic yards of trench rock encountered while digging for the underground DS lines. This additional work will not increase the contract time for completion.

ANALYSIS:

The Change Order itemizes the various costs associated with the additional trench work. General fund Contingency will fund this additional work.

RECOMMENDATION:

Staff recommends City Council's approval of the Change Order from Moss-Marlow Building Co. Inc. in the amount of $6,413 for trench rock removal that was encountered for the underground drainage lines related to the Hangar Replacement Project.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:
068-6500-577.17-02
City Project # 650030

Reviewed by:

Terry Clark Initiating Department Head	9-15-2020 Date	Deputy City Attorney, A. Dula	9-29-20 Date
Asst. City Manager, Rodney Miller	9/29/20 Date	Asst. City Manager, Rick Beasley	9/29/20 Date
Finance Officer, Melissa Miller	9/28/20 Date	Deputy Finance Officer, Shana Guy	9/28/20 Date
	Date		

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

City Manager, W. Wood

10·1·20
Date

Revised: June 5, 2015

Moss-Marlow Building Co., Inc

PO Box 2423
3039 Hwy 70 SW
Hickory, NC 28603

Phone: 828-328-2333
Fax: 828-328-2156

CHANGE ORDER
No. 00011

TITLE: Trench Rock Encountered

DATE: 7/23/2020

PROJECT: Hickory Regional Airport

JOB: 19-168

TO: Attn: Marty Beal
CBSA Architects
PO Box 1239
Hickory, NC 28603
Phone: 322-3403 Fax: 322-1802

CONTRACT NO: 19-168-01

RE: **To:** **From:** **Number:**

DESCRIPTION OF CHANGE

Trench rock encountered when digging for the Underground DS Lines in PCO #10. Total of 58.3 cubic yards at $110 each.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	58.3 Cubic Yards Of Trench Rock		1.000		$6,413	0.00%	$0	$6,413

Unit Cost:	**$6,413**
Unit Tax:	**$0**
Lump Sum:	**$0**
Lump Tax:	**$0**
Total:	**$6,413**

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

City of Hickory
Finance Officer

The Original Contract Sum was	**$1,907,928**
Net Change by Previously Authorized Requests and Changes	**$479,579**
The Contract Sum Prior to This Change Order was	**$2,387,507**
The Contract Sum Will be Increased	**$6,413**
The New Contract Sum Including This Change Order	**$2,393,920**
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	

ACCEPTED:

CBSA Architects	**Moss-Marlow Building Co., Inc**	
By:	**By:**	**By:**
Marty Beal	Steve Hymel	
Date:	**Date:** 7/23/2020	**Date:**

Expedition ®

CATAWBA VALLEY ENGINEERING & TESTING

PO BOX 747 • HICKORY, NC 28603
161 LENOIR RHYNE BLVD. SE • HICKORY, NC 28602
TELEPHONE: (828) 578-9972
NC FIRM #C-3833 SC FIRM #C-5201

LETTER OF TRANSMITTAL

Date:	July 21, 2020
Project Name:	Hickory Airport CMT
Project Number:	20-023

TO: **Steve Hymel / shymel@mossmarlow.com**

COPY TO: **Rick Patton / rpatton@hickorync.gov**
Marty Beal / mbeal@cbsa-archtiects.com

WE ARE SENDING YOU: ☒Field Reports: 20-023-G-07720 Date: 7/7/20

- Concrete Reports:
- Laboratory Results:
- Other:

VIA: ☐ U.S. Mail ☐ Hand Delivery ☒Email ☐ UPS Ground

Billy Young, MI, CWI
Project Manager

NORTH CAROLINA PROFESSIONAL SEAL 041419 DAVID M. LEGRAND JR.

07/21/2020

David M. LeGrand, Jr., PE
Principal Engineer
NC 041419

CATAWBA VALLEY
GINEERING & TESTING

PO Box 747
Hickory, NC 28603

1 Lenoir Rhyne Blvd. SE
Hickory, NC 28602

828 578 9972 O

Project Name:	Hickory Airport	**Report #:**	20-023 G 070720
Date:	7/7/20	**Technician:**	TRG
Arrival:	9:00 am	**Weather:**	68-77/Cloudy
Departure:	9:45 am	**Trip Time:**	.5 hr.
On-Site Time:	.75 hr.	**Mileage:**	10
Total Time:	1.25 hrs.		

GENERAL SITE VISIT

As requested by Moss Marlow, CVET personnel arrived on site to quantify rock removed from the downspout drain lines connected to storm drain boxes. The following are the recorded measurements:

Downspout drain trench: 175' L x 3' D x 3' W.

A total of 58.3 cubic yards of rock was removed from the aforementioned drain trench on this date.

eotechnical Engineering
:nvironmental Services
MT/Special Inspections

This report shall not be reproduced, except in full, without the prior written consent of CVET.
Test results presented in this report apply only to locations and elevations described, and represent conditions at the time and date of testing only.

2

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Police/ Captain Bryan T. Adams
Contact Person: Captain Bryan T. Adams

Date: 9/14/2020

Re: Annual Taxicab Certificates of Convenience and Necessity

REQUEST: Hickory Police Department recommends approval of Certificates of Convenience and Necessity for four businesses to operate taxicabs and/or passenger vehicles for hire within the city.

BACKGROUND: Section 30-41 of Hickory City Code states that no person shall operate any taxicab or other passenger vehicle for hire in the city without first having obtained a certificate of public convenience and necessity from the city council authorizing such operation.

ANALYSIS: The four businesses listed have applied for and met the issuance standards and procedures set forth in Hickory City Code.

1. Mile High Enterprises, LLC dba The Hickory Hop John Chamberlain, Sole Proprietor 3101 9th Ave Dr NW Hickory, NC 28601 *The business has applied for a certificate for the use of nine passenger vehicles for hire for the fiscal year of 2020-2021.*	2. Hickory Limousine Joseph Pollock, Owner 3175 28th Ave Dr NE Hickory, NC 28601 *The business has applied for a certificate for the use of one passenger vehicle for hire for the fiscal year 2020-2021.*
3. Diamond Cab James W. Matlock 117 1st Ave SW Hickory, NC 28602 *The Business has applied for a certificate for the use of two taxi cab vehicles for hire for the fiscal year of 2020-2021*	4. Yellow Cab James W. Matlock 117 1st Ave SW Hickory, NC 28602 *The business has applied for a certificate for the use of six taxi cab vehicles and one passenger vehicle for hire for the fiscal year 2020-2021*

RECOMMENDATION: Hickory Police Department recommends the issuance of Certificates of Convenience and Necessity for the four businesses and vehicles for the fiscal year of 2020-2021.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?	Yes	No
	☐	X

LIST THE EXPENDITURE CODE:

Revised: June 5, 2015

Reviewed by:

Thurman Whisnant Initiating Department Head	9/14/2020 Date	Deputy City Attorney, A. Dula	9-29-20 Date
Asst. City Manager Rodney Miller	9/29/20 Date	Interim City Manager, R. Beasley	9/29/20 Date
Finance Officer, Melissa Miller	9/28/20 Date	Purchasing Manager, ~~Amanda Holden~~ Shana Guy	9/28/20 Date
	Date		

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

City Manager, W. Wood

10.1.20
Date

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

By:_____
Warren Wood, City Manager

Attest:

(SEAL)

Debbie Miller, City Clerk

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

Melissa Miller, Finance Officer

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

Arnita Dula, Staff Attorney

Revised: June 5, 2015

6

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Chief Thurman Whisnant

Contact Person: Lisa Drum

Date: 09/21/2020

Re: JAG 2020 Grant

REQUEST: Hickory Police Department requests approval to accept the 2020 Justice Assistance Grant.

BACKGROUND: City of Hickory has received notification it will receive $15,962.00 under the 2020 Justice Assistance Grant Program. The JAG Program is a formula-based grant through the Office of Justice Programs/Bureau of Justice Assistance (BJA) that utilizes Uniform Crime Reporting statistics of all law enforcement agencies to determine eligibility for direct federal grant awards. There is no match required.

ANALYSIS: Hickory Police Department will use grant funds to purchase three eBikes and Naloxone. Naloxone will be supplied to each police officer for when he or she arrives first on the scene. Police officers administer the lifesaving drug Naloxone to the person/persons, which will undo the effects of an opiate/heroin overdose. The eBikes will be used to give the police department better and quicker response time. eBikes will be used to patrol neighborhoods, special events, gatherings, City Walk, and River Walk.

RECOMMENDATION Hickory Police Department recommends approval to accept the 2020 Justice Assistance Grant in the amount of $15,962.00. Hickory Police will purchase three eBikes and Naloxone.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	X	

LIST THE EXPENDITURE CODE:

049-5110-527-79-01	10,785.00
049-5110-526-33-01	5,177.00
010-5110-526-33-01	410.00

Reviewed by:

Thurman Whisnant Initiating Department Head	09/21/2020 Date	Deputy City Attorney, A. Dula	9-29-20 Date
Asst. City Manager Rodney Miller	9/29/20 Date	Asst. City Manager, R. Beasley	9/29/20 Date
Finance Officer, Melissa Miller	9/28/20 Date	Deputy Finance Officer	9/28/20 Date
	Date		

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

City Manager, W. Wood

10·1·20

Date

Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 19, 2020

Mr. Warren Wood
City of Hickory
76 North Center Street
Hickory, NC 28601-6213

Dear Mr. Wood:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Hickory for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts of Less than $25,000." The approved award amount is $15,962. These funds are for the project entitled Hickory Police Department E-bike and Naloxone Grant.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Hickory accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Shaketta Cunningham, Program Manager at (202) 514-4493; and

- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 19, 2020

Mr. Warren Wood
City of Hickory
76 North Center Street
Hickory, NC 28601-6213

Dear Mr. Wood:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
City of Hickory
76 North Center Street
Hickory, NC 28601-6213

4. AWARD NUMBER: 2020-DJ-BX-0104

5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2021
BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2021

6. AWARD DATE 09/19/2020

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
566001248

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
071062483

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Hickory Police Department E-bike and Naloxone Grant

10. AMOUNT OF THIS AWARD $ 15,962

11. TOTAL AWARD $ 15,962

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT
GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Katharine T. Sullivan
Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Warren Wood
City Manager

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		15962

21. VDJUGT2912

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET
Grant

PROJECT NUMBER 2020-DJ-BX-0104 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET

Grant

PROJECT NUMBER 2020-DJ-BX-0104 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET
Grant

PROJECT NUMBER 2020-DJ-BX-0104 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET
Grant

PROJECT NUMBER 2020-DJ-BX-0104 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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SPECIAL CONDITIONS

31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere .... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

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SPECIAL CONDITIONS

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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SPECIAL CONDITIONS

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

SPECIAL CONDITIONS

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

SPECIAL CONDITIONS

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

SPECIAL CONDITIONS

44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

46. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

SPECIAL CONDITIONS

47. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

48. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

SPECIAL CONDITIONS

49. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

50. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

51. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https:/ / nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

52. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

53. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and annual performance reports through OJP's GMS (https:/ / grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

54. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

SPECIAL CONDITIONS

55. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

56. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https:/ / www.bja.gov/ Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https:/ / www.bja.gov/ profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https:/ / www.bja.gov/ SuccessStoryList.aspx.

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET

Grant

PROJECT NUMBER 2020-DJ-BX-0104 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

59. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Hickory

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice (DOJ)
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2020-DJ-BX-0104

PAGE 1 OF 1

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Shaketta Cunningham
(202) 514-4493

2. PROJECT DIRECTOR (Name, address & telephone number)

Lisa Drum
Budget and Logistics
76 North Center Street
Hickory, NC 28601
(828) 261-2609

3a. TITLE OF THE PROGRAM

JAG Local: Eligible Allocation Amounts of Less than $25,000

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Hickory Police Department E-bike and Naloxone Grant

5. NAME & ADDRESS OF GRANTEE

City of Hickory
76 North Center Street
Hickory, NC 28601-6213

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2021

9. AMOUNT OF AWARD

$ 15,962

10. DATE OF AWARD

09/19/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.
This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety. NCA/NCF

OJP FORM 4000/2 (REV. 4-88)

8

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Police Department/Captain Bryan Adams**

Contact: **Captain Bryan Adams**

Date: **September 28st, 2020**

Re: **Request Approval to Purchase Police Vehicles**

REQUEST: Hickory Police Department requests approval to purchase and up-fit ten (10) specialized police package emergency vehicles.

BACKGROUND: Hickory Police Department has funds budgeted in the FY 2020-2021 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 2021 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 five budget years. This vehicle comes standard with all-wheel drive designed to deliver low-speed traction and high-speed handling and stability. 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.

On July 21, 2020, The Hickory City Council approved the purchase of (10) specialized police package emergency vehicles from Asheville Ford in Asheville, NC. Asheville Ford partnered with Global Public Safety, LLC in Roebuck, SC to provide the total "turnkey" up-fitting of these ten (10) specialized police vehicles. A purchase order was issued by the City of Hickory and sent to Asheville Ford on July 27, 2020 so these (10) vehicles could be ordered. On August 24, 2020, the North Carolina Sheriff's Association posted the following message on their website:

"As of August 24, 2020 all existing vehicle contracts with Asheville Ford have been cancelled and re-awarded to vetted vehicle contractors on the NCSA contract."

"If you have submitted purchase orders that have <u>not</u> been confirmed by Asheville Ford and you are currently waiting on confirmation of receipt, these purchase orders will have to be resubmitted to the newly awarded contracted dealership."

After receiving this information, it was determined that Asheville Ford never ordered these (10) specialized police package emergency vehicles for the City of Hickory.

Since that date, Four Seasons Ford in Hendersonville, NC was awarded and currently has the NC Sheriff's Association Contract for the 2021 Ford Police Interceptor Utility all-

wheel drive with a base price of $32,767.55. Four Seasons Ford has partnered with Global Public Safety, LLC in Statesville, NC to provide the total "turnkey" up-fitting of these ten (10) specialized police package emergency vehicles. Global Public Safety, 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.

Global Public Safety, LLC is a current vendor and has installed equipment into a number of Hickory Police vehicles in the past.

Added up-fitting options provided by Global Public Safety, LLC - $15,202.08

Total purchase and up-fitting price - **$47,969.63**

RECOMMENDATION: Hickory Police Department recommends the purchase and up-fitting of ten (10) all-wheel drive 2021 Ford Police Interceptor Utility vehicles from Four Seasons Ford on the NC Sheriff's Association Contract at a cost of $47,969.63 per vehicle and a total cost of $479,696.30. Funds are budgeted in the FY 2020/2021 CIP.

BUDGET ANALYSIS:

Budgetary Action

	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE: 010-5110-527-75-01 $479,696.30

Reviewed by:

D. Reed Baer for Chief Whisnant Initiating Department Head	9/28/2020 Date	Deputy City Attorney, A. Dula	Date
Asst. City Manager Rodney Miller	Date	Asst. City Manager, R. Beasley	Date
Finance Officer, Melissa Miller	Date	Purchasing Manager, Amanda Hollar	Date
	Date		

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

City Manager, W. Wood

10.1.20

Date

BUDGET ANALYSIS:

Budgetary Action

	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE: 010-5110-527-75-01 $479,696.30

Reviewed by:

Thurman Whisnant Initiating Department Head	9/28/2020 Date	Deputy City Attorney, A. Dula	9-29-20 Date
Asst. City Manager Rodney Miller	9/29/20 Date	Asst. City Manager, R. Beasley	9/29/20 Date
Finance Officer, Melissa Miller	9/28/20 Date	Purchasing Manager, ~~Amanda Hollar~~ Shana Guy	9/28/20 Date
	Date		

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

City Manager, W. Wood

10.1.20

Date

Revised: July 2018

Prepared for: , City of Hickory

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 120

Client Proposal

Prepared by:
Jeff Williams
Office: 828-693-4281
Quote ID: 0925202004
Date: 09/25/2020

Four Seasons Ford Inc. | 601 Duncan Hill Rd, Hendersonville, North Carolina, 287922722
Office: 828-693-4281 | Fax: 828-693-0648

Prepared for:
City of Hickory
Prepared by: Jeff Williams
09/25/2020

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 120 | Quote ID: 0925202004

, City of Hickory

Re: Quote ID 0925202004 09/25/2020

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 # 21-07-0915. Specification # 11

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
09/25/2020

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 120 | Quote ID: 0925202004

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Pricing Summary - Multiple Vehicle	8

Prepared for:
City of Hickory
Prepared by: Jeff Williams
09/25/2020

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 120 | Quote ID: 0925202004

As Configured Vehicle

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A *Includes:* *- 3.73 Axle Ratio* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes 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 manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*
Powertrain	
99B	Engine: 3.3L V6 Direct-Injection (FFV) *(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.*
44U	Transmission: 10-Speed Automatic (44U)
STDAX	3.73 Axle Ratio
STDGV	GVWR: 6,840 lbs (3,103 kgs)
Wheels & Tires	
STDTR	Tires: 255/60R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes 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 manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.*

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.

Note:

Prepared for:
City of Hickory
Prepared by: Jeff Williams
09/25/2020

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 120 | Quote ID: 0925202004

As Configured Vehicle (cont'd)

Code	Description
Other Options	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*
153	Front License Plate Bracket
43D	Dark Car Feature *Courtesy lamps disabled when any door is opened.*
942	Daytime Running Lamps Replaces standard configurable daytime running lamps for agencies that require always on daytime running lamps. *(Always on).*
17T	Switchable Red/White Lighting in Cargo Area *Deletes 3rd row overhead map light.*
51T	Driver Only LED Spot Lamp (Whelen)
55F	Remote Keyless Entry Key Fob w/o Key Pad *Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.*
Emissions	
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Interior Colors	
96_01	Charcoal Black
Primary Colors	
YZ_01	Oxford White
Upfit Options	

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.

Note:

Prepared for:
City of Hickory
Prepared by: Jeff Williams
09/25/2020

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 120 | Quote ID: 0925202004

As Configured Vehicle (cont'd)

Code	Description
GPS HPD	Global Public Safety - Hickory Upfit *Per GPS Quote # 181219Q*

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.

Note: .

Prepared for:
City of Hickory
Prepared by: Jeff Williams
09/25/2020

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 120 | Quote ID: 0925202004

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		$54,427.08
Pre-Tax Adjustments		
Code	**Description**	
FLT SPL ADJ	Fleet Special Adjustment	-$440.00
Discount	Dealer Discount	-$3,117.45
Ford Gvmnt GPC	Government GPC	-$2,900.00
Total		$47,969.63

Customer Signature

Acceptance Date

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.

Note:

Prepared for:
City of Hickory
Prepared by: Jeff Williams
09/25/2020

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 120 | Quote ID: 0925202004

Pricing Summary - Multiple Vehicles (10)

		MSRP
Vehicle Pricing		$544,270.80
Pre-Tax Adjustments		
Code	**Description**	
FLT SPL ADJ	Fleet Special Adjustment	-$4,400.00
Discount	Dealer Discount	-$31,174.50
Ford Gvmnt GPC	Government GPC	-$29,000.00
Total		$479,696.30

Customer Signature

Acceptance Date

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.

Note:

Global Public Safety, LLC
7020 Dorsey Road
Suite C
Hanover, MD 21076
sales@globalpublicsafety.us

TAX ID: 81-5162515

QUOTE

DATE	QUOTE #
8/25/2020	**181219Q**

Quotes valid 90 days

Quote To:
Hickory Police Department
Bryan Adams
347 2nd Avenue SW
Hickory, NC 28602

Ship / Deliver To:
GLOBAL PUBLIC SAFETY - ROEBUCK
115 Carpet Road
Statesville, NC
United States

REP	QUOTE #	TERMS
KWS		Net 30

ITEM	DESCRIPTION	QTY	UNIT COST	TOTAL
	10 - 2021 FORD PIU LIGHTING:			
ENFWB002HU	ENFWB002HU - Ford Explorer/PI Utility (2020) Split Front (DRV) ID12IID12IID12IID12IID12IID12IID12IID12I (PAS) IB_WIB_WIB_WIB_WIB_WIB_WIB_WIB_WI Accessories: PNFLBHNDT2 DSC w/ Breakout Box (Included) BLUE/WHITE WITH TAKE DOWNS AND FULL FLOOD	1	753.50	753.50
EMPAK002HV	EMPAK002HV - Ford Explorer/PI Utility (2020) 8 Mod Split Rear (DRV) ID12IID12IID12IID12I ID12IID12IID12IID12I (PAS) IB_AIB_AIB_AIB_AIX XIB_AIB_AIB_AIB_AI Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) BLUE/AMBER WITH ARROWSTICK	1	1,033.94	1,033.94
EMPS2STS3B	mpower(R) 4in. Fascia Light w/ Stud Mount, 18in. hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Single Color - Blue TO BE MOUNTED IN THE SIDE CARGO WINDOWS	2	90.48	180.96
EMPS2STS4E	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/White 3 ON EACH SIDE OF RUNNING BOARDS (6) WHITE TO COME ON WITH SIDE WORK LIGHTS	6	96.72	580.32
PMP2BKDGAJ	90 Degree Deck/Grille Adjustable Bracket Kit for mpower® 4" Fascia Light w/ Stud Mount - Black BRACKET FOR RUNNING BOARD LIGHTS	6	5.92833	35.57
EMPS1SLE3B	mpower(R) 3in. Fascia Light w/ Stud Mount, 18in. hard wire w/ sync option, EMC R10.05, ECE-R65 Class 2 Certified, 9-32 Vdc, Black Housing, 8 LED, Single Color - Blue TO BE MOUNTED IN THE GRILLE	2	69.68	139.36

Shop Supplies

TOTAL

QUOTE ACCEPTED BY SIGNATURE & DATE:

Global Public Safety, LLC
7020 Dorsey Road
Suite C
Hanover, MD 21076
sales@globalpublicsafety.us

TAX ID: 81-5162515

QUOTE

DATE	QUOTE #
8/25/2020	**181219Q**

Quotes valid 90 days

Quote To:
Hickory Police Department
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347 2nd Avenue SW
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Ship / Deliver To:
GLOBAL PUBLIC SAFETY - ROEBUCK
115 Carpet Road
Statesville, NC
United States

REP	QUOTE #	TERMS
KWS		Net 30

ITEM	DESCRIPTION	QTY	UNIT COST	TOTAL
EMPS2QMS4E	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/White 2 MOUNTED IN BOTTOM OF THE LIFT GATE (2) 1 HORIZONAL ON EACH SIDE OF TAG (2) WHITE TO WORK WITH REVERSE LIGHTS	4	96.72	386.88
ENT2B3E	ENT2B3E - Intersector Under Mirror/Surface Mount Light w/ 3-Wedges, 2-Curved Surface Adaptors, Mounting Gasket & Hardware, 18 LEDs, Dual Color - Blue/White	2	149.24	298.48
ETTFFUT-16	FORD UTILITY PLUG-N-PLAY TAIL LIGHT FLASHER	1	69.16	69.16
ELUC3H010E	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Dual Color Blue/White	2	65.70	131.40
	SIREN & SPEAKER:			
ETSA481CSP	ETSA481CSP nERGY™ 400 Series Multi Function With Button Control 100W	1	339.56	339.56
ETSS100N	100N Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	171.42	171.42
	CONSOLE & COMPUTER MOUNT:			
7170-0734-02	KIT - 2020+ Ford Utility Console Box with Cup Holder and Printer Armrest	1	644.78	644.78
7160-0220	Gamber, Mongoose 9" Locking Slide Arem with 360 degree Clevis	1	252.75	252.75
7160-0250	NotePad V Universal Computer Cradle	1	259.74	259.74
425-6164	425-6164: 2" Blank Faceplate w/2.1A USB (2) & 12v Outlets (2)	1	68.83	68.83
7160-0523	Gamber, Console Bracket, Harris M7300		0.00	0.00
	PARTITION & GUN LOCK:			
475-0063	Space Creator Partition with HS/HV Window 2020 Ford Utility	1	723.45	723.45
475-0968	HSEP, 2P, Space Creator 2020 Ford Utility	1	96.83	96.83
475-1251	Ford PI Utility (2020+) OEM Door Control Covers	1	35.55	35.55
GK0068E	Setina, Single T-Rail Mount, 1082E Blac-Rac	1	648.70	648.70
	REAR BOX:			
ICB40-401	PI Utility Cargo Box 20"H x 40" W x 40/24" D with Long Gun Storage w/Tire Access	1	1,819.98	1,819.98
SHIPPING & HANDLING	Shipping Charge	1	75.00	75.00
	SEAT & WINDOW GUARDS:			
PY02	PY02: 2020 PIU Rear OS BELT SYSTEM WITH METAL SCREEN	1	1,074.68	1,074.68

Shop Supplies	
TOTAL	

QUOTE ACCEPTED BY SIGNATURE & DATE:

Global Public Safety, LLC
7020 Dorsey Road
Suite C
Hanover, MD 21076
sales@globalpublicsafety.us

TAX ID: 81-5162515

QUOTE

DATE	QUOTE #
8/25/2020	**181219Q**

Quotes valid 90 days

Quote To:
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Bryan Adams
347 2nd Avenue SW
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Ship / Deliver To:
GLOBAL PUBLIC SAFETY - ROEBUCK
115 Carpet Road
Statesville, NC
United States

REP	QUOTE #	TERMS
KWS		Net 30

ITEM	DESCRIPTION	QTY	UNIT COST	TOTAL
WB47NPUINT20	Pair, Steel Window Bars (for use with O.E.M. door panels only), Ford Utility Interceptor 2020,	1	200.99	200.99
PJ723-VK	PocketJet 7 Vehicle Kit Includes: PJ723 Printer, 14' DC Vehicle Adapter, Battery Cavity Mounting Block, 4' USB Cable, Drivers and Configuration Software, Premium Paper Roll and Special Configuration (Auto Power On, No Auto Shut Off).	1	403.43	403.43
NCGOLDENEAGLEII	NC Golden Eagle II	1	1,673.70	1,673.70
SEPARATIONKIT	Separation Kit & Plates- Separates the display face from the main Unit	1	63.00	63.00
SHIPPING & HANDLING	Shipping Charge	1	75.00	75.00
RWG47UINT20A	Set of Three (rear cargo and rear side) Window Guards, 11 Guage Steel, Grid Pattern, Black, Ford Utility Interceptor 2020*,	1	298.74	298.74
MMSU-I	Magnetic Mic Single Unit 1 Single Unit Conversion Kit	1	34.96	34.96
1252	1252-- Antenna Coax Cable	1	15.00	15.00
488756	800 band Phantom Elite Black	1	35.00	35.00
479W96	2 1/2 LBS 1A:10B:C Fire Extinguisher	1	50.00	50.00
75812	Stream Light 75812 Stinger DS LED with DC charger	1	116.64	116.64
14.0553	Able 2 3 Acc. outlet box	1	35.48	35.48
CG-X	CHRGGRD,UNV,CNTRLMDL,	1	69.30	69.30
INSTALL SUPPLIES	Installation Shop Supplies	1	150.00	150.00
LABOR-INSTALLATION	Installation	27	80.00	2,160.00

Shop Supplies $15202.08

TOTAL $15,202.08

THANK YOU FOR USING GLOBAL, WHERE "DETAILS MAKE THE DIFFERENCE!"

Tax, if applicable, is not included.

Vehicles will be invoiced within 15 days of communication of job completion, whether picked up or not. All parts de-installed or removed from vehicle(s) must be removed at time of drop-off. Parts not picked up will be recycled or shipped at your expense. Arrangements for packing and shipping must be arranged at time of order. Handling charges apply. 25% re-stocking fee applies to returns after 15 days from receipt. No returns on special orders.

EMAIL SIGNED QUOTES TO SALES@GLOBALPUBLICSAFETY.US or FAX (443) 557 - 0201.

QUOTE ACCEPTED BY SIGNATURE & DATE: _____

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

By:_____
Warren Wood, City Manager

Attest:

(SEAL)

_____
Debbie Miller, City Clerk

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

Melissa Miller, Finance Officer

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

Arnita Dula, Staff Attorney

E-VERIFY ADDENDUM

VENDORS

Vendor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with A1ticle 2, Chapter 64 of the North Carolina General Statutes. Vendor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Vendor hereby pledges, attests and warrants through execution of this Agreement that Vendor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any third-party vendors currently employed by or subsequently hired by Vendor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

9

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **David Leonetti, Business Services Manager**

Contact Person: Dave Leonetti, Business Services Manager

Date: **September 23, 2020**

Re: **Habitat for Humanity Property Conveyance Resolution**

REQUEST

Staff requests the City Council Approve a resolution authorizing the conveyance of City-owned property to Habitat for Humanity of the Catawba Valley.

BACKGROUND

Habitat for Humanity constructs affordable housing and operates the Habitat Repairs program for low and moderate income homeowners. The City of Hickory owns property at 344 3rd Street SE. This is a vacant residentially zoned lot that can be used for the construction of a new affordable single family home. The City plans to convey this property to Habitat in order to create additional affordable housing.

ANALYSIS

NCGS 160A-279 authorizes cities to convey property to nonprofit organizations carrying out a public purpose. Under the terms of the agreement as consideration for the city-owned property, Habitat will agree to deed restrictions on the property to construct a single-family home to sell to a low or moderate income homeowner within the next five year. The organization will also convey a small parcel it owns adjacent to Kiwanis park to the City as additional consideration.

RECOMMENDATION

Staff requests approval of the resolution authorizing the sale of property to Habitat for Humanity of the Catawba Valley.

BUDGET ANALYSIS:

Budgetary Action

	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Dave Leonetti Initiating Department Head	9-23-2020 Date	Deputy City Attorney, A. Dula	9-29-20 Date
Asst. City Manager, R. Miller	9/29/20 Date	Asst. City Manager, R. Beasley	9/29/20 Date
Finance Officer, Melissa Miller	9/28/20 Date		9/28/20 Date

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

City Manager-Warren Wood

10.1.20

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE OF
REAL PROPERTY TO ENTITIES CARRYING OUT A PUBLIC PURPOSE

WHEREAS, the City of Hickory is the owner of a parcel located at 344 3rd Street SE, Hickory, NC 28602 having Catawba County PIN 3702-08-77-5567.

WHEREAS, North Carolina General Statute §160A-279 provides that a city may convey real property to any public or private entity which carries out a public purpose by the private sale procedures outlined in North Carolina General Statute §160A-267; and

WHEREAS, Habitat for Humanity of the Catawba Valley ("Habitat"), a North Carolina non-profit corporation provides affordable housing opportunities to low and moderate income homeowners; and

WHEREAS, Habitat desires to construct additional affordable housing units in the City of Hickory; and

WHEREAS, the City and Habitat acknowledge that affordable housing in the City is an issue impacting individuals, communities, and the general public; and

WHEREAS, City desires to assist Habitat in providing affordable housing by conveying the City's property on 3rd Street SE to the nonprofit.

THEREFORE, THE CITY COUNCIL OF THE CITY OF HICKORY RESOLVES THAT:

1. The City Council authorizes the City Manager to execute the sale of the described property using the private sale procedure of North Carolina General Statute §160A-267 with said property more particularly described herein:

    a. Parcel 1: 344 3rd Street SE, Hickory, NC 28602
    (Catawba County PIN 3702-08-77-5567)
    See Exhibit A for Legal Description

2. The City's conveyance of the 3rd Street SE property to Habitat is contingent upon Habitat conveying its property identified as Catawba County PIN 3702-12-85-8009 to the City as consideration. See Exhibit B for Legal Description.
3. As additional consideration, the sale is contingent upon Habitat covenanting to construct a home on the property for the public purpose of creating affordable housing for low and moderate income individuals.
4. Said covenants and restrictions will be specifically defined in the City's deed of conveyance of the property to Habitat.
5. Habitat acknowledges that should the nonprofit not construct a home that is sold to a low and moderate income homeowner within five years of the sale of the property, the properties shall revert to the City in fee simple without any consideration from the City.
6. The City Clerk shall publish a notice summarizing the contents of this resolution, and the property may be conveyed at any time after 10 days after the publication of this notice.

ADOPTED this _____ day of _____, 2020.

CITY OF HICKORY,
A North Carolina Municipal Corporation

(SEAL)

By:_____
Hank Guess, Mayor

ATTEST:

_____
Debbie Miller, City Clerk

Approved as to Form:

_____
Attorney for the City of Hickory

Exhibit A
Legal Description of Parcel 1
344 3rd Street SE, Hickory, NC 28602
(Catawba County PIN 3702-08-77-5567)

BEGINNING at an iron pin near the center of Third Street, S.E. which iron pin is located North 3° 39' 46" East 102 feet and South 86° 30' East 17.77 feet from the northwestern corner of the intersection of the rights-of-way of Third Street, S.E. and Fourth Avenue S.E., an old corner, and runs thence with Chartier's and Chapman's northern lines North 86° 30 West a total distance of 253.30 feet to the northwestern corner of Jones Chapman in Hefner's eastern line; thence with Hefner's eastern line North 3° 01' 16" East 104.82 feet to Hefner's northeastern corner in Blackburn's southern line; thence with Blackburn's southern line South 85° 48' 04" East a total distance of 253.50 feet to an iron pin located South 85° 48' 04" East 16.79 feet from the eastern margin of Third Street, S.E. near the center of Third Street, S.E.; thence with an old line South 3° 06' 30" West 101.73 feet to the **BEGINNING**.

The above described property is conveyed subject to the right-of-way of Third Street, S.E. in a strip of land along the entire eastern side of said property, which strip of land is 16.79 feet wide at the northern end and 17.77 feet wide at the southern end.

Exhibit B
Legal Description of Parcel 2
Catawba County PIN 3702-12-85-8009

BEING all of Lots Nos. 11 and 12 in Block D of the plat of land known as Grove Park as surveyed and platted by Paul King, C.E., which plat is of record in the Office of the Register of Deeds for Catawba County in Plat Book 2 at Page 18, to which plat reference is made for a more particular description.

§ 160A-279. Sale of property to entities carrying out a public purpose; procedure.

(a) Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns; provided no property acquired by the exercise of eminent domain may be conveyed under this section; provided that no such conveyance may be made to a for-profit corporation. The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity. The procedural provisions of G.S. 160A-267 shall apply.

§ 160A-267. Private sale.

When the council proposes to dispose of property by private sale, it shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property by private sale at a negotiated price. The resolution or order shall identify the property to be sold and may, but need not, specify a minimum price. A notice summarizing the contents of the resolution or order shall be published once after its adoption, and no sale shall be consummated thereunder until 10 days after its publication. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 24.)

10

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: John Marshall, Transportation Planning Manager

Contact Person: John Marshall, Transportation Planning Manager

Date: September 24, 2020

Re: Approve purchase of two properties related to the BUILD Grant - 9th St NW & 11th St NW Connector and US 321 Multi-Use Trail and Bike/Ped Bridge (EB-6038)

REQUEST

Staff requests that City Council approve the purchase of two properties associated with the BUILD Grant – EB-6038 Right of Way Acquisition.

BACKGROUND

The City of Hickory has applied previously multiple times for funding through the Federal Government for formerly TIGER Grant Funding and most recently BUILD Transportation Discretionary Grant Funding. The latest application in 2018 was successful for funding and is targeted at connecting areas of the City that were previously underserved with readily available multi-modal avenues. The purpose of this award is to advance capital investments in surface transportation infrastructure that will have significant local or regional impact.

City Council previously approved the purchase of right of way necessary to construct the BUILD Grant project - 9th St NW & 11th St NW Connector and US 321 Multi-Use Trail and Bike/Ped Bridge (EB-6038). This project will connect the City Walk to Old Lenoir Road via Main Avenue NW and 11th Street NW and also connect Old Lenoir Road to the Hickory Regional Airport via LP Frans Stadium.

ANALYSIS

The acquisition of the required right of way for EB-6038 left two unbuildable property remnants that must be purchased by the City. Parcel Remnant 016 is located at the corner of 13th Avenue Drive NW and US 321 NW and is approximately 0.146 acres in size. The remnant parcel was valued at $15,375 by an NCDOT approved appraiser. Parcel Remnant 040 is located at 1179 3rd Avenue Drive NW and is approximately 0.295 acres in size. The remnant parcel was valued at $7,475 by an NCDOT approved appraiser.

These properties must be purchased to complete right of way acquisition to construct the BUILD grant including Parcel Remnant 016 and Parcel Remnant 040 and were included in the right of way budget for EB-6038. Both parcels are unbuildable but can provide additional green space along City Walk and Aviation Walk.

RECOMMENDATION

Staff requests approval of the purchases of Parcel Remnant 016 and Parcel Remnant 040 as they relate to the construction of the BUILD grant project – EB-6038.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:
Project# B1N001
061-7511-577.99-03

Reviewed by:

John Marshall Initiating Department Head	9-24-2020 Date	Deputy City Attorney, A. Dula	9-29-20 Date
Asst. City Manager, R. Miller	9/29/20 Date	Asst. City Manager, R. Beasley	9/28/20 Date
Finance Officer, Melissa Miller	9/28/20 Date		9/28/20 Date

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

City Manager-Warren Wood

10.1.20
Date

Prepared By: **ARNITA M. DULA, Deputy City Attorney**
Return To: **City of Hickory**
PO Box 398, Hickory, NC 28603

STATE OF NORTH CAROLINA

WARRANTY DEED

COUNTY OF CATAWBA

This Deed, made this _____ day of _____, 2020, by and between **NORTH HICKORY FURNITURE COMPANY, a North Carolina Corporation,** of Post Office Box 2101, Hickory, Catawba County, North Carolina, hereinafter called the Grantor, and the **CITY OF HICKORY**, North Carolina, PO Box 398, Hickory, North Carolina 28603, a Municipal Corporation with its principal place of business in Catawba County, North Carolina, hereinafter called "Grantee".

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

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

Point of beginning being S 39^46'16.5" W, 197.237 feet from - Y5- Sta 16+00 thence along a curve 89.167 feet and having a radius of 535.000 feet. The chord of said curve being on a bearing of N 20^58'8.7" E, a distance of 89.064 feet thence to a point on a bearing of N 22^58'13.0" E 51.863 feet thence to a point on a bearing of N 5^29'4.3" W 45.840 feet thence to a point on a bearing of S 75^54'51.8" W 118.711 feet thence to a point on a bearing of S 15^17'3.4" E 160.891 feet thence to a point on

a bearing of N 73^12'22.9" E 26.112 feet returning to the point and place of beginning. Having an area of 12859.110 Sqr feet being 0.295 acres.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: No Exceptions

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year first above written.

NORTH HICKORY FURNITURE COMPANY,
A North Carolina Corporation

BY:_____
Kirvin Floyd, President

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that Kirvin Floyd, personally appeared before me this day and acknowledged that he is President of North Hickory Furniture Company, a North Carolina Corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and seal this _____ day of _____, 2020.

_____
(SEAL) Notary Public

My Commission Expires: _____.

ACCEPTANCE

Accepted by the Hickory City Council for and on behalf of the City of Hickory, North Carolina, this _____day of _____, 2020.

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

ATTEST:

(SEAL)

BY:_____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

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

_____
Melissa Miller, Assistant Finance Director

Approved as to form on behalf of the City of Hickory this 29th day of September, 2020.

_____
Arnita M. Dula, Deputy City Attorney

Location and Surveys
TGS ENGINEERS
804-C N. LAFAYETTE ST
SHELBY, NC 28150
PH: (704) 476-0003
COMP. LICENSE NO: C-0275
PROJECT SUPERVISOR
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED
-TS- CURVE DATA
-T4- CURVE DATA
-11TH- CURVE DATA
MATCH LINE -11TH-STA. 34+00.00
MATCH TO SHEET RW12

Prepared By: **ARNITA M. DULA, Deputy City Attorney**
Return To: **City of Hickory**
PO Box 398, Hickory, NC 28603

STATE OF NORTH CAROLINA

WARRANTY DEED

COUNTY OF CATAWBA

This Deed, made this _____ day of _____, 2020, by and between **HICKORY HOSPITALITY INVESTMENTS III, INC., a North Carolina Corporation,** of Post Office Box 639, Hickory, Catawba County, North Carolina, hereinafter called the Grantor, and the **CITY OF HICKORY**, North Carolina, PO Box 398, Hickory, North Carolina 28603, a Municipal Corporation with its principal place of business in Catawba County, North Carolina, hereinafter called "Grantee".

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

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

Point of beginning being N 0^36'43.0" W, 21.158 feet from - GW3- Sta 17+00 thence along a curve 145.442 feet and having a radius of 415.000 feet. The chord of said curve being on a bearing of N 54^39'24.8" E, a distance of 144.699 feet thence to a point on a bearing of N 25^18'12.0" W 19.000 feet thence to a point on a bearing of N 53^29'47.5" E 69.334 feet thence to a point on a bearing of N 39^50'33.1" W 56.533 feet thence to a point on a bearing of S 34^53'56.3" W 226.216 feet returning to

the point and place of beginning. Having an area of 6363.943 Sqr feet being 0.146 acres.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: No Exceptions

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year first above written.

HICKORY HOSPITALITY
INVESTMENTS III, INC.
A North Carolina Corporation

BY:_____
James V. Tarlton, Jr., President

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that James V. Tarlton, Jr., personally appeared before me this day and acknowledged that he is President of Hickory Hospitality Investments, III, Inc., a North Carolina Corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and seal this _____ day of _____, 2020.

_____
(SEAL) Notary Public

My Commission Expires: _____.

ACCEPTANCE

Accepted by the Hickory City Council for and on behalf of the City of Hickory, North Carolina, this _____day of _____, 2020.

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

ATTEST:

(SEAL)

BY:_____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

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

_____
Melissa Miller, Assistant Finance Director

Approved as to form on behalf of the City of Hickory this 30th day of September, 2020.

_____
Arnita M. Dula, Deputy City Attorney

Exhibit VIII.F.

COUNCIL AGENDA MEMOS

To:	**City Manager's Office**
From:	**Stephen Craig, Fire Marshal**
Contact Person:	**Stepehn Craig**
Date:	**September 24, 2020**
Re:	**Public Fireworks Display**

REQUEST
To obtain approval to issue a pyrotechnic display permit to Pyro Shows for the below-listed date.

BACKGROUND
Douglas Locascio, General Manager of the Hickory Crawdads, has submitted a request to obtain permission to conduct a public fireworks display for Friday,October 16, 2020.

The following would be rain dates:

None requested

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

RECOMMENDATION
Staff recommends approval of the above pyrotechnics displays.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

Initiating Department Head	09/24/2020 Date	Deputy City Attorney, A. Dula	9-29-20 Date
Asst. City Manager Rodney Miller	9/29/20 Date	Asst. City Manager, R. Beasley	9/29/20 Date
Finance Officer, Melissa Miller	9/28/20 Date	Deputy Finance Officer, Shana Guy	9/28/20 Date
	Date		

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

City Manager, W. Wood

10.1.20

Date

HICKORY CRAWDADS BASEBALL CLUB

2500 Clement Blvd NW, Hickory, NC 28601
Phone: 828-322-3000 Fax: 828-322-6137
www.hickorycrawdads.com crawdad@hickorycrawdads.com

September 23, 2020

Mayor Hank Guess
City Manager Warren Wood
PO Box 398
Hickory, NC 28603

Mayor Guess and Mr. Wood,

The Hickory Crawdads ask the City of Hickory to grant us permission to have a public fireworks display on the following date presented by : Burke County Trump Victory
October 16, 2020

This show will be similar in nature to the shows we have had at L.P. Frans Stadium for the last 27 years. We understand, if permission is granted from the City of Hickory, it does not alleviate us from the responsibility of applying for and obtaining the proper permits from the various city departments.

Thank you for your consideration of this request.

Thanks,

Douglas

Douglas Locascio
General Manager
Hickory Crawdads

12

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Karen Dickerson, Community Development Manager

Contact Person: Karen Dickerson, Community Development Manager

Date: September 23, 2020

Re: Amendment to CDBG-CV (CARES Act) Funding Agreement with Greater Hickory Cooperative Christian Ministry

REQUEST

Approve attached amendment between the City of Hickory and Greater Hickory Cooperative Christian Ministry for funding through the City's Community Development Block Grant Program

BACKGROUND

On July 21, 2020, the City entered into an agreement with the Greater Hickory Cooperative Christian Ministry to utilize the Community Development Block Grant funding from the CARES Act (CDBG-CV) in the amount of $155,684 to make emergency grant payments for water/sewer utility bills on behalf of needy households. The grant payments could be for a maximum time period of three months (based upon US Housing and Urban Development guidelines in place at the time). The maximum funding amount is $100 to help prevent discontinuation of water/sewer service. Since the signing of the initial agreement, the US Department of Housing and Urban Development (HUD) extended the period that grantees can make emergency grant payments on behalf of eligible individuals and families from three months to six months.

In addition to the extended time frame, the city and Greater Hickory Cooperative Christian Ministry would like to remove the limitation of $100 for maximum emergency grant payment in order to meet the greater needs of households. As the Coronavirus continues to impact those most in need, there is evidence that the maximum payment of $100 will not be enough to assist those most in need and to prevent the discontinuation of their water/sewer utilities.

Lastly, the US Department of Housing and Urban Development have advised that entirety of the funding does not have to be spent within the one year time frame the contract originally states. Updated guidance has advised that at least 80% of the grant must be spent within 3 years. Therefore, staff and GHCCM would like to update the time frame of the contract from July 1, 2020 to June 30, 2021 to July 1, 2020 to June 30, 2023 in order to provide enough time to spend the total amount of the funding.

ANALYSIS

City Staff and Greater Hickory Cooperative Christian Ministry are requesting approval of an extension of the emergency payment grant period from three months to six months based upon updated guidance from HUD. After discussions with Finance Department staff, Community Development staff learned many of the households facing water shut off have up to six months of bills past due because of the timing of the Governor's original Executive Order halting water shut offs for nonpayment. In addition, Finance Department staff indicated that many of the households are more than $100 past due. Eliminating the maximum payment amount to each household will allow many households to pay the entire past due amount and get back on a regular payment schedule. Staff anticipates that at least 500 families will be able to receive assistance at the increased amount.

The extension in total contract length from one year to three years based upon the newly announced spending timeline requirements from HUD.

RECOMMENDATION

Staff recommends approval of the attached CDBG-CV funding addendum between the City of Hickory, North Carolina and Greater Hickory Cooperative Christian Ministry.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

Dave Leonetti DGL Initiating Department Head	**9/24/2020** Date	Deputy City Attorney, A. Dula	9-29-20 Date
Asst. City Manager, R. Miller	9/30/20 Date	Asst. City Manager, R. Beasley	9/29/20 Date
Finance Officer, Melissa Miller	9/30/20 Date	Purchasing Manager, Shana Guy	Date

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

City Manager, W. Wood

10.1.20

Date

Revised: January 31, 2014

Prepared by: **Arnita M. Dula, Deputy City Attorney**
PO Box 398, Hickory, NC 28603

NORTH CAROLINA

CATAWBA COUNTY

AMENDMENT TO SUBRECIPIENT AGREEMENT GREATER HICKORY COOPERATIVE CHRISTIAN MINISTRY

This AMENDMENT by and between the City of Hickory (DUNS number: 071062483) (herein called the "Grantee") and the Greater Hickory Cooperative Christian Ministry Inc. (DUNS number: 605678242) (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee has received $194,604 under the Community Development Block Grant -CV (CARES Act – Coronavirus) Funding (CDFA number 14.218) through the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, on July 21, 2020, the Grantee and Subrecipient entered into a Subrecipient Agreement between the City of Hickory and the Greater Hickory Cooperative Christian Ministry for the Community Development Block Grant Program (the "Agreement") for Subrecipient to assist the Grantee in utilizing such funds; and

WHEREAS, HUD is providing an alternative requirement to extend the period that grantees can make emergency grant payments on behalf of eligible individuals and families and lifting the cap on the amount of the emergency grant payments grantee may provide as noticed in Section II.B.(f)(i) Extension of Payments of the Federal Register, Vol. 85, No 162 August 20, 2020; and

WHEREAS, the Grantee and Subrecipient desire to amend the Agreement based on HUD's alternative requirements. NOW, THEREFORE, it is agreed between the parties hereto that;

AMENDMENT TO THE
EMERGENCY UTILITY PAYMENT AGREEMENT
CITY OF HICKORY/GHCCM
SEPTEMBER 2020

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

1. The first sentence of I. Scope of Services, Subsection A Program Delivery of the Agreement states:

   Subrecipient will provide up to $100 in assistance per household to specifically pay water and /or sewer bills due to the City of Hickory for a period up to but no longer than three months.

   The sentence is amended as follows:

   Subrecipient will provide assistance to households to specifically pay water and /or sewer bills due to the City of Hickory for a period up to but no longer than six consecutive months.

2. The first sentence of Section II Time of Performance states

   Services of the Subrecipient shall start on the 22nd day of July 2020 and end on the 30th day of June 2021.

   The sentence is amended as follows:

   Services of the Subrecipient shall start on the 22nd day of July 2020 and end on the 30th day of June 2023.

3. The title of the Agreement is amended to show the correct party to the Agreement is the Greater Hickory Cooperative Christian Ministry instead of the Aids Leadership-Foothills Area Alliance, Inc.

AMENDMENT TO THE
EMERGENCY UTILITY PAYMENT AGREEMENT
CITY OF HICKORY/GHCCM
SEPTEMBER 2020

IN WITNESS WHEREOF, City and Greater Hickory Cooperative Christian Ministry have caused this Amendment to the CDBG-CV Funding Agreement to be executed and duly authorized this ____ day of _____, 2020.

THE CITY OF HICKORY
A North Carolina Municipal Corporation

(SEAL)

Attest:

By:_____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

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

_____
Melissa Miller, Finance Officer

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

_____
Arnita M. Dula, Deputy City Attorney

Greater Hickory Cooperative Christian Ministry

By:_____
President

AMENDMENT TO THE
EMERGENCY UTILITY PAYMENT AGREEMENT
CITY OF HICKORY/GHCCM
SEPTEMBER 2020

13

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Shawn Pennell, Assistant Public Services Director-Public Utilities**

Contact Person: John Marshall, Transportation Planning Manager

Date: **October 6, 2020**

Re: **Utility Relocation Agreements with Duke Energy for BUILD Project - 9th St NW & 11th St NW Connector and US 321 Multi-Use Trail and Bike/Ped Bridge (EB-6038)**

REQUEST

Staff requests Council approval and acceptance of two Utility Relocation Agreements with Duke Energy with an estimated amount $425,570.72 for Phase 1 of the project and an estimated amount of $486,121.01 for Phase 2 of the project. These agreements are for the relocation of overhead power lines and poles necessary for construction of the BUILD Project - EB-6038.

BACKGROUND

The City of Hickory has applied multiple times for funding through the Federal Government for TIGER Grant Funding and most recently BUILD Transportation Discretionary Grant Funding. The latest application in 2018 was successful for funding and is targeted at connecting areas of the City that were previously underserved with readily available multi-modal avenues. The purpose of this award is to advance capital investments in surface transportation infrastructure that will have significant local or regional impact. This project is part of the Bond Referendum providing connectivity for pedestrians across the City and to spur economic development.

ANALYSIS

The Hickory Reconnected Through Transportation Infrastructure Investment Project that the City of Hickory submitted application for is an approximately 1.7-mile bicycle and pedestrian trail, including a bridge over US 321 and a 0.9 mile complete streetscape loop in downtown Hickory. This project will be an extension of the City of Hickory Bond Referendum projects to activate various parts of the City through multi-modal path interconnection.

Duke Energy is directly affected in several locations as a part of this project that will require relocation. Staff requested Utility Relocation Agreements with Duke Energy for the construction necessary to accommodate the BUILD Project including 9th St NW & 11th St NW Connector and US 321 Multi-Use Trail and Bike/Ped Bridge (EB-6038). Duke Energy will bill the costs based on the actual cost involved with the work. Duke Energy's estimated relocation costs are as follows:

- Phase 1 - US 321 Multi-Use Trail and Bike/Ped Bridge - $425,570.72
- Phase 2 - 9th St NW & 11th St NW Connector – $486,121.01

RECOMMENDATION

Staff recommends Council approval and acceptance of these Utility Relocation Agreements with Duke Energy for estimated amounts of $425,570.72 for Phase 1 and $486,121.01 for Phase 2, for relocation of overhead power lines and poles necessary for construction of BUILD Project - EB-6038, contingent upon NCDOT concurrence.

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Project# B1N001
061-7511-577.99-02

Reviewed by:

Shawn Pennell Initiating Department Head	9/24/2020 Date	Deputy City Attorney, A. Dula	9-29-20 Date
Asst. City Manager Rodney Miller	9/29/20 Date	Asst. City Manager, Rick Beasley	9/29/20 Date
Finance Officer, Melissa Miller	9/28/20 Date	Purchasing Manager, ~~Bo Weichel~~ SGW	Date
	Date		

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

City Manager, Warren Wood

10·1·20
Date

Highway Relocation Program
Duke Energy Carolinas
4690 Simms Creek Road
Raleigh NC 27616
Highway.Relocation@Duke-Energy.com

September 9, 2020

City of Hickory
Attn.: Kevin Greer
C/C: patrickjones@telics.com ;cwdrewery@ncdot.gov
76 N Center Street
Hickory, NC 28601

RE:	DOT WBS#:	48927.1.1 -Phase 1
	TIP:	EB-6038
	Company Project #:	MX7280311
	County:	Burke / Catawba
	Location / State:	Hickory, NC
	Proj Requirements:	Utility Relocation Agreement; Actual Cost Billing; Non-Betterment Work
	Proj Description:	Relocate DE company facilities out of the way of City of Hickory's Street Improvements, Phase 1 Hwy 321 to Airport in Burke / Catawba County.

Attached are copies of our detailed estimate in the amount of $425,570.72 and our relocation design drawing covering our proposed relocation of Duke Energy's facilities in conflict with this project. This estimate is valid for 90 days and is based on the design as shown on the attached drawings. Estimates may be revised due to change in scope or if right of way is not obtained. The estimate will be updated if the authorization to proceed is received after the 90 day deadline.

If you find this estimate in order, please authorize us to proceed with this work and upon completion thereof, to bill the government customer per the project requirements located at the top of this letter. If you have any questions related to this agreement, plans, estimate, or final invoice please contact one of the following:

Fred Liles, Designer at Fred.Liles@duke-energy.com or 828-323-2373
Cory Hamlin, Lead Designer at Cory.Hamlin@duke-energy.com or 828-258-4356
Stephen Brown, Program Manager at Stephen.Brown@duke-energy.com or 336-408-6029

Please return the signed agreement to highway.relocation@duke-energy.com.

Sincerely,

Stephen Brown

Stephen Brown
Highway Relocation Program Manager
Duke Energy

SB:loj

Cc. Fred Liles, Fred.Liles@duke-energy.com
Cory Hamlin, Cory.Hamlin@duke-energy.com

Utility Relocation Agreement
City of Hickory – 48927.1.1, EB-6038
Duke Energy Carolinas Project Number MX7280311
County: Burke / Catawba State: NC

This agreement made this_____ day of_____ , 2020 by and between City of Hickory , hereinafter referred to as MUNICIPALITY and Duke Energy Carolinas, LLC, hereinafter referred to as the COMPANY. The MUNICIPALITY and Company acknowledge that this Agreement and any Agreement amendment documents requiring signatures may be transmitted electronically. MUNICIPALITY and Company stipulate that if this Agreement is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original.

W I T N E S S E T H:

THAT WHEREAS, MUNICIPALITY, will submit a project for construction as follows: relocate electric distribution facilities to accommodate City of Hickory 48927.1.1 and Tip number EB-6038 Street Improvements, Phase 1 Hwy 321 to Airport in Burke / Catawba County.

WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY: See attached Drawing.

NOW, THEREFORE, In order to facilitate the orderly and expeditious relocation of the said facilities of the COMPANY, MUNICIPALITY and the COMPANY have agreed as follows:

1. That any work performed under this agreement shall comply with the NCDOT "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITITES ON HIGHWAY RIGHT OF WAY", dated January 1, 1975 and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such agreements thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement

not in compliance with FAPG shall constitute unauthorized work and MUNICIPALITY shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

2. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials, and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including itemization of appropriate credits for salvage and betterment's, all in sufficient detail to provide MUNICIPALITY, a reasonable basis for analysis. Unit cost, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the MUNICIPALITY's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. There are no costs for changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, or its contractor. The attached estimate is valid for 90 days and is based on design shown in the attached drawings. The estimates will be updated and an amendment to the original Utility Relocation Agreement may be initiated if the scope of the project changes (causing cost to exceed original estimate) or new right of way cannot be obtained (causing a delay in the relocation construction).

3. That MUNICIPALITY's authority, obligation, or liability to pay for relocations as set forth in the agreement is based on the COMPANY having a right of occupancy in its existing location by reason of holding the fee, as easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

___X_____ BY COMPANY's REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

____ X___ BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

_____ BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

6. a. It is contemplated by the parties hereto that the construction of this MUNICIPALITY project is in progress.

b. Based on the best information available at the present time to the COMPANY, indicated applicable paragraph, below:

_____ Materials are available and it is expected that work will be complete prior to road construction.

_____ All work will take place during MUNICIPALITY construction and arrangements for said work will be coordinated with MUNICIPALITY construction operations at pre-construction conference.

__X____ Work will begin promptly upon notification by MUNICIPALITY; however, it is not expected to be complete prior to road construction, any remaining work will be coordinated with MUNICIPALITY construction operation at pre-construction conference.

_Other (Specify)_____

_____

_____

7. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

a. ___X___ Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

b. _____ Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by MUNICIPALITY.

c. _____On a lump -sum basis where the estimated cost to the MUNICIPALITY does not exceed $100,000.00, Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

8. Indicate If (a), (b), or (c) applicable:

a. __X__That the replacement facility is not of greater functional capacity or capability than the one it replaces, end includes no COMPANY betterments.

b. _____That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.

c. _____That the replacement facility is other than a segment of the COMPANY'S service, distribution, or transmission lines, such as a building, pumping station, ration plant, power plant or substation, production or transfer of storage facilities and other similar operating units of the COMPANY's physical plant or operating facilities,

If (c) is applicable, set forth credit to the project for the accrued depreciation of the facility being replaced.

9. That the total estimated cost of the work proposed herein, including all cost to the COMPANY less any credit for salvage, to complete the project is estimated to be _____ $ $425,570.72

The estimated non-betterment cost to MUNICIPALITY , including all cost less any credits for salvage, betterment and additional work done by the COMPANY will be _____ $ $425,570.72

The estimated cost to the COMPANY including betterments and any additional work done by the COMPANY will be _____ $ 0.00

(The above costs shall be supported by attached estimate and plans)

10. That in the event it is determined there are changes in the Agreement's scope of work which require additional work be conducted by COMPANY under this Agreement, then COMPANY's reimbursement shall be limited to all costs covered by either a modification of this Agreement or by a written change order or extra work order approved by MUNICIPALITY (collectively, a "Change Order"); provided, however MUNICIPALITY shall not unreasonably refuse its consent to such Change Order.

11. Periodic progress billings of incurred costs will be made by the COMPANY to MUNICIPALITY not to exceed monthly intervals for no less than $3,000.00 each; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. One final and detailed

complete billing of all cost shall be made by the COMPANY to MUNICIPALITY at the earliest practicable date after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

12. That MUNICIPALITY shall have the right to inspect non-reusable materials of the COMPANY recovered on this project prior to disposal by sale or scrap.

13. That MUNICIPALITY shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

14. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the roadway within the roadway right of way limits in accordance with the mandate of the Statute and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

15. That if, in the future, it becomes necessary due to roadway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at the expense of the requesting party that are crossing or otherwise occupying roadway right of way, the non-betterment cost of same will be that of the requestor.

16. That if, at any time, the MUNICIPALITY shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to MUNICIPALITY.

17. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within roadway right of way.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

City of Hickory

BY:_____

City of Hickory Engineer

DUKE ENERGY CAROLINAS, LLC

BY: Stephen Brown

Program Manager

Approved as to form

City of Hickory – Legal Dept.

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

City of Hickory
Finance Officer

#10507 DB 591-284

Duke Power Co.—Right-of-Way Deed—Form 183-C Hickory Printing Co., Hickory, N. C. — 250-1-57

STATE OF NORTH CAROLINA, }
COUNTY OF CATAWBA }

Job No. 13-11353

KNOW ALL MEN BY THESE PRESENTS, That

O M Frye and wife, Lena Frye, grantor(s)

of said County and State, in consideration of the sum of $ 1.00, to me (us) in hand paid by DUKE POWER COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of

North: D F Whisnant, Sr.
South: Mrs Connie Fry & Clemment Bros Stone Co
East: Carolina and Northwestern Railway Co
West: Clemment Bros Stone Co

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires, and other necessary apparatus and appliances, a line for transmitting power by electricity, and for telephone purposes, together with the right at all times to enter said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon, together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same; also including the right to relocate said line over said premises to conform to any future highway relocation, widening or improvement. The Power Company is also granted the right to extend said line at any time in the future to the outside boundary line of said property.

IN WITNESS WHEREOF, the said grantor(s) do hereunto set their hand(s) and seal(s) this 9 day of March, 195 9

O M Frye (Seal)
Lena Frye (Seal)

STATE OF NORTH CAROLINA, }
COUNTY OF CATAWBA }

I, Lester L Hoke, a Notary Public in and for the County and State aforesaid, do hereby certify that O M Frye and wife Lena Frye personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my and and official seal, this the 9 day of March, A. D., 195 9

My commission expires
9/16/1960 (LS)

Lester L Hoke
Notary Public.

STATE OF NORTH CAROLINA, }
COUNTY OF CATAWBA }

The foregoing certificate of Lester L Hoke, a Notary Public of Catawba County, is adjudged to be correct and sufficient. Let the instrument and the certificate be registered.

This 19 day of March, A. D., 195 9

Eunice W Mauney, Asst.
Clerk of Superior Court.

Filed for registration 8 o'clock, A M., 19 day of March, 195 9 and registered in the office of the Register of Deeds of Catawba County, N. C., in book 591, on page 284.

xxxx W N Hipp
Register of Deeds

304

DB 591-304

#10534

Duke Power Co.—Right-of-Way Deed—Form 142-C

Hickory Printing Co., Hickory, N. C. — 250-1-57

STATE OF NORTH CAROLINA,

COUNTY OF CATAWBA

Job No. 13-10100

KNOW ALL MEN BY THESE PRESENTS, That C E Clement and wife, Jessie C Clement

, grantor (s)

of said County and State, in consideration of the sum of $ 1.00 , to me (us) in hand paid by DUKE POWER COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of

North: George White
South: Stalling
East: D F Whisnant
West: A A Frye being off N C 321 between N C 70 and Lake Hickory

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires, and other necessary apparatus and appliances, a line for transmitting power by electricity, and for telephone purposes, together with the right at all times to enter said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon, together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same; also including the right to relocate said line over said premises to conform to any future highway relocation, widening or improvement. The Power Company is also granted the right to extend said line at any time in the future to the outside boundary line of said property.

IN WITNESS WHEREOF, the said grantor (s) do hereunto set their hand (s) and seal (s) this 26 day of Feb. , 195 9

C E Clement (Seal)

Jessie C Clement (Seal)

STATE OF NORTH CAROLINA,

COUNTY OF CATAWBA

I, Lester L Hoke , a Notary Public in and for the County and State aforesaid, do hereby certify that C E Clement and wife Jessie C Clement personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my and and official seal, this the 26 day of Feb. , A. D., 195 9

My commission expires 9/16/60 (LS)

Lester L Hoke
Notary Public.

STATE OF NORTH CAROLINA,

COUNTY OF CATAWBA

The foregoing certificate of Lester L Hoke , a Notary Public of Catawba County, is adjudged to be correct and sufficient. Let the instrument and the certificate be registered.

This 19 day of March , A. D., 195 9

Eunice W Mauney, Asst.
Clerk of Superior Court.

Filed for registration 8 o'clock, A M., 19 day of March , 195 9 and registered in the office of the Register of Deeds of Catawba County, N. C., in book 591 , on page 304 .

Register of Deeds.

69.

DB 316-69

337

DUKE POWER COMPANY—Right of Way Deed

State of North Carolina, County of Catawba

KNOW ALL MEN BY THESE PRESENTS, That O. M. Frye and wife Mrs. Lona Frye

grantor (s) of said County and State, in consideration of the sum of $ 1.00 to me (us) in hand paid by DUKE POWER COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of

North - D. F. Whisnant
South - Mrs. Connie Frye
East - C. N. & W. Railway
West - A. A. Frye

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary appurtus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

IN WITNESS WHEREOF, the said grantor(s) do hereunto set their hand(s) and seal(s), this 7th day of August, 19 40.

O. M. Frye (Seal)
Mrs. Lona Frye (Seal)

STATE OF NORTH CAROLINA—County of Catawba

I, W. N. Hipp, a Notary Public in and for the County and State aforesaid, do hereby certify that O. M. Frye and Mrs. Lona Frye personally appeared before me this day and acknowledged the due execution of the foregoing instrument, and that the said Mrs. Lona Frye wife of O. M. Frye being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, did state that she signed the same freely and voluntarily, without fear or compulsion of her said husband(s) or any other person, and that she still voluntarily assent(s) thereto.

Witness my hand and official seal, this the 7th day of August, A. D. 19 40

My commission expires Sept. 23, 1941. (LS) W. N. Hipp, Notary Public

STATE OF NORTH CAROLINA—County of Catawba

The foregoing certificate of W. N. Hipp, a Notary Public of Catawba County, is adjudged to be correct and sufficient. Let the instrument and the certificate be registered.

This 24th day of September, A. D. 19 40

Hugo H. Lefler
Clerk of Superior Court.

Filed for registration 0100 o'clock A. M. 24th day of September, 19 40, and registered in the office of the Register of Deeds of Catawba County, N. C., in book 319, on page 80

Register of Deeds.

CU Estimate
Project Estimation By Compatible Unit

Workorder: 37280311

Work Order Desc: Hky City - EB6038 - Ph1 Airport to Hwy 321 Gas Station

Estimate: 6159166

Designer: Liles, Fred Junior

I	4	ANCH-EXP-SM-C	Anchor Expanding Small	$111.80	$452.72	$0.00	$0.00	$0.00	$0.00
I	11	ANCH-PISA-SM-C	Anchor Power Installed Screw Anchor Small	$343.83	$542.17	$0.00	$0.00	$0.00	$0.00
I	2	ARM-DBL-8-WD-WB-C	Crossarm Double 8ft wood with braces	$206.46	$250.91	$0.00	$0.00	$0.00	$0.00
I	1	ARM-SDE-10-FBG-NB-C	Crossarm Single Deadend 10ft fiberglass no braces	$247.33	$84.69	$0.00	$0.00	$0.00	$0.00
I	11	ARM-SDE-8-FBG-NB-C	Crossarm Single 8ft fiberglass no braces	$1,928.16	$929.22	$0.00	$0.00	$0.00	$0.00
I	1	ARM-SGL-10-WD-WB-C	Crossarm Single 10ft wood with braces	$68.99	$83.11	$0.00	$0.00	$0.00	$0.00
I	1	ARM-SGL-8-FBG-NB-C	Crossarm Single 8ft fiberglass no braces	$106.59	$84.69	$0.00	$0.00	$0.00	$0.00
I	4	ARM-SGL-8-WD-WB-C	Crossarm Single 8ft wood with braces	$205.44	$332.44	$0.00	$0.00	$0.00	$0.00
I	1	ARR-ELBOW-10KV-C	Arrester Elbow 10kV w/ 25kV Housing	$65.35	$38.50	$0.00	$0.00	$0.00	$0.00
I	7	ARR-RISER-10KV-C	Arrester Riser Pole 10kV	$247.71	$548.52	$0.00	$0.00	$0.00	$0.00
I	5	BKT-EM-ARM-1P-STL-SM-C	Bracket Equipment Mount Arm Single Phase Steel Small	$26.05	$236.66	$0.00	$0.00	$0.00	$0.00
I	6	BKT-EM-ARM-B2B-STL-SM-C	Bracket Equipment Mount Arm Back to Back Steel Small	$93.80	$283.36	$0.00	$0.00	$0.00	$0.00
I	5	BKT-INSL-POST-PTOP-STL-C	Bracket insulator pole top Steel	$63.50	$245.35	$0.00	$0.00	$0.00	$0.00
I	1	BKT-TERM-POLE-1P-FG-C	Bracket Termination Pole Single Phase Fiberglass	$21.22	$47.49	$0.00	$0.00	$0.00	$0.00
I	1	BKT-TF-CLUST-3POS-WING-AL-C	Bracket Transformer Cluster Three Position Aluminum for 3-167 kVA	$158.23	$98.15	$0.00	$0.00	$0.00	$0.00
I	75	CABLE-LGT-2/0-AL-TX-C	Cable Lighting 2/0 AL Triplex	$85.99	$0.00	$0.00	$0.00	$0.00	$0.00
I	100	CABLE-LGT-6-AL-TX-C	Cable Lighting 6 AL Triplex	$52.05	$0.00	$0.00	$0.00	$0.00	$0.00

Exhibit VIII.I.

CU Estimate
Project Estimation By Compatible Unit

I	3375	CABLE-PRI-1/0-AL-TRXLPE-LC-25KV-C	Cable Primary/Neutral 1/0 AL TRXLPE LC Shield 25kV	$7,526.25	$0.00	$0.00	$0.00	$0.00	$0.00
I	340	CABLE-SEC-4/0-AL-TX-C	Cable Secondary 4/0 AL Triplex	$402.08	$0.00	$0.00	$0.00	$0.00	$0.00
I	50	CABLE-SVC-2/0-AL-TX-C	Cable Service 2/0 AL Triplex	$57.33	$0.00	$0.00	$0.00	$0.00	$0.00
I	16	CABLE-TAIL-EQ-1/0-AL-25KV-C	Cable Tail for 1/0 AL 25kv primary in UG equipment	$35.68	$0.00	$0.00	$0.00	$0.00	$0.00
I	20	CABLE-TAIL-EQ-2/0-TX-600V-C	Cable Tail for 2/0 triplex 600V in UG Equipment	$22.92	$28.00	$0.00	$0.00	$0.00	$0.00
I	5	CABLE-TAIL-EQ-4/0-TX-600V-C	Cable Tail for 4/0 triplex 600V in UG Equipment	$5.91	$7.00	$0.00	$0.00	$0.00	$0.00
I	5	CABLE-TAIL-EQ-6-TX-600V-C	Cable Tail for 6 triplex 600V in UG Equipment	$2.60	$7.00	$0.00	$0.00	$0.00	$0.00
I	255	CABLE-TAIL-RISER-1/0-AL-25KV-C	Cable Tail for 1/0 AL 25kv primary in a riser	$568.65	$0.00	$0.00	$0.00	$0.00	$0.00
I	2886	CADD-CIAC-ADD-C	DEC Survey - Pole Staking	$0.00	$0.00	$0.00	$0.00	$2,886.00	$0.00
I	32740.57	CADD-CONTINGENCY-C	DEC Custom Cost 10% Contingency	$0.00	$0.00	$0.00	$0.00	$32,740.57	$0.00
I	23788.14	AWP Traffic Safety - Flagging	DEC Adder Cost Adder flagging (per dollar)	$0.00	$0.00	$0.00	$0.00	$23,788.14	$0.00
I	81767.40	R/W Clearing TREE-TRIM-C	R/W Clearing Trees	$0.00	$0.00	$0.00	$0.00	$81,767.40	$0.00
I	7	CLAMP-DE-MD-C	Clamp dead end 336-477	$87.44	$0.00	$0.00	$0.00	$0.00	$0.00
I	29	CLAMP-DE-SM-C	Clamp dead end 6-4/0	$331.91	$0.00	$0.00	$0.00	$0.00	$0.00
I	1	COND-BEND-6IN-PVC-45DEG-R36-C	Conduit Bend 6in PVC 45 Degrees 36" Radius	$15.15	$0.00	$0.00	$0.00	$0.00	$0.00
I	1	COND-CPLG-6IN-PVC-SLIP-C	Conduit Coupling 6in PVC Slip	$0.00	$1.40	$0.00	$0.00	$0.00	$0.00
I	6	COND-END-2IN-PVC-C	Conduit End 2in PVC	$7.20	$8.40	$0.00	$0.00	$0.00	$0.00
I	6	COND-END-4IN-PVC-C	Conduit End 4in PVC	$12.84	$8.40	$0.00	$0.00	$0.00	$0.00
I	30	COND-STICK-4IN-PVC-SCH40-C	Conduit Stick 4in PVC Schedule 40	$54.79	$0.00	$0.00	$0.00	$0.00	$0.00
I	220	COND-STICK-6IN-PVC-SCH40-C	Conduit Stick 6in PVC Schedule 40	$774.92	$0.00	$0.00	$0.00	$0.00	$0.00
I	5	CONN-OH-HLC-2/0CU-8CUSOL-C	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap	$37.05	$0.00	$0.00	$0.00	$0.00	$0.00

I	2	CONN-OH-STRP-COMP-1/0AL-C	Connector OH Stirrup Compression 1/0AL-2AL Line	$8.52	$0.00	$0.00	$0.00	$0.00	$0.00
I	3	CONN-OH-STRP-COMP-336AL-C	Connector OH Stirrup Compression 336AL-4/0AL Line	$35.37	$0.00	$0.00	$0.00	$0.00	$0.00
I	6	CONN-OH-TF-STEM-2POS-500AL-C	Connector OH Transformer Stem 1/2in stud to 2 position single set	$60.84	$0.00	$0.00	$0.00	$0.00	$0.00
I	7	CONN-UG-PED-AG-INSL-4POS-MD-C	Connector UG pedestal above ground insulated 4 position #12-350kcmil	$105.00	$0.00	$0.00	$0.00	$0.00	$0.00
I	3	CONN-UG-SPL-600V-2/0AL-TX-C	Connector UG splice 600V 2/0AL triplex	$15.33	$123.90	$0.00	$0.00	$0.00	$0.00
I	1	CONN-UG-SPL-600V-6AL-TX-C	Connector UG splice 600V 6AL triplex	$23.64	$41.30	$0.00	$0.00	$0.00	$0.00
I	6	CONN-UG-SPL-PRI-1/0-2-25KV-C	Connector UG splice primary 1/0 to #2 25kV	$475.64	$529.20	$0.00	$0.00	$0.00	$0.00
I	1	ELBOW-INS-AL-200A-25KV-LB-C	Transformer Bushing Insert AL 200A 25KV Load Break (This is not the	$26.44	$20.30	$0.00	$0.00	$0.00	$0.00
I	4	FUSE-CUTOUT-100-15KV-POLY-EQUIP-C	Fuse Cutout 100A 15kV polymer for use with equipment	$262.76	$430.56	$0.00	$0.00	$0.00	$0.00
I	3	FUSE-LINK-10-D-C	Fuse Link 10 D	$14.37	$4.74	$0.00	$0.00	$0.00	$0.00
I	1	FUSE-LINK-3-D-C	Fuse Link 3 D	$2.65	$1.58	$0.00	$0.00	$0.00	$0.00
I	1	FUSE-LINK-5-D-C	Fuse Link 5 D	$2.85	$1.58	$0.00	$0.00	$0.00	$0.00
I	3	GND-EQUIP-2-BOND-C	Ground Equipment #2 soft drawn copper bonding	$14.76	$0.00	$0.00	$0.00	$0.00	$0.00
I	1	GND-EQUIP-4-RING-1P-C	Ground Equipment #4 soft drawn copper ring single phase	$7.56	$33.60	$0.00	$0.00	$0.00	$0.00
I	7	GND-POLE-6-C	Ground Pole #6 soft drawn copper	$69.72	$277.06	$0.00	$0.00	$0.00	$0.00
I	4	GND-ROD-OH-C	Ground Rod Overhead	$40.64	$170.96	$0.00	$0.00	$0.00	$0.00
I	4	GND-ROD-UG-C	Ground Rod Underground	$40.64	$336.00	$0.00	$0.00	$0.00	$0.00
I	24	GUY-DOWN-3/8IN-GALV-SGL-C	Guy Down Guy 3/8 in diameter Galvanized Single	$796.50	$2,393.52	$0.00	$0.00	$0.00	$0.00
I	24	GUY-HOOK-C	Guy Hook	$191.85	$0.00	$0.00	$0.00	$0.00	$0.00
I	15	GUY-INSL-7FT-FG-C	Guy Insulator 7ft Fiberglass	$216.45	$641.10	$0.00	$0.00	$0.00	$0.00
I	11	HDWR-EYEBOLT-SM-10IN-GALV-C	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel	$33.11	$17.41	$0.00	$0.00	$0.00	$0.00
I	12	HDWR-EYEBOLT-SM-12IN-GALV-C	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel	$35.70	$18.99	$0.00	$0.00	$0.00	$0.00
I	9	HDWR-EYENUT-SM-GALV-C	Hardware Eye Nut 5/8in diameter Galvanized Steel	$10.80	$14.26	$0.00	$0.00	$0.00	$0.00

I	2	HDWR-LWASH-LG-GALV-C	Hardware Lock Washer 3/4in diameter Galvanized Steel	$0.98	$3.17	$0.00	$0.00	$0.00	$0.00
I	4	HDWR-LWASH-SM-GALV-C	Hardware Lock Washer 5/8in diameter Galvanized Steel	$0.76	$6.34	$0.00	$0.00	$0.00	$0.00
I	26	HDWR-MACH-LG-12IN-GALV-C	Hardware Machine Bolt 3/4in diameter 12in long Galvanized Steel	$45.50	$41.18	$0.00	$0.00	$0.00	$0.00
I	24	HDWR-MACH-LG-14IN-GALV-C	Hardware Machine Bolt 3/4in diameter 14in long Galvanized Steel	$47.20	$38.00	$0.00	$0.00	$0.00	$0.00
I	5	HDWR-MACH-LG-16IN-GALV-C	Hardware Machine Bolt 3/4in diameter 16in long Galvanized Steel	$15.10	$7.91	$0.00	$0.00	$0.00	$0.00
I	9	HDWR-MACH-SM-10IN-GALV-C	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel	$8.29	$14.24	$0.00	$0.00	$0.00	$0.00
I	4	HDWR-MACH-SM-12IN-GALV-C	Hardware Machine Bolt 5/8in diameter 12in long Galvanized Steel	$4.14	$6.34	$0.00	$0.00	$0.00	$0.00
I	3	HDWR-MACH-SM-14IN-GALV-C	Hardware Machine Bolt 5/8in diameter 14in long Galvanized Steel	$3.51	$4.74	$0.00	$0.00	$0.00	$0.00
I	2	HDWR-SP-SM-10IN-GALV-C	Hardware Spool Bolt 5/8in diameter 10in long Galvanized Steel	$6.88	$3.16	$0.00	$0.00	$0.00	$0.00
I	2	HDWR-SWASH-LG-GALV-CURVE-C	Hardware Square Washer 3/4in diameter Galvanized Steel curved	$1.39	$3.17	$0.00	$0.00	$0.00	$0.00
I	4	HDWR-SWASH-SM-GALV-CURVE-C	Hardware Square Washer 5/8in diameter Galvanized Steel curved	$2.78	$6.34	$0.00	$0.00	$0.00	$0.00
I	55	INSL-DE/S-35KV-POLY-C	Insulator Dead End/Suspension 35kV Polymer	$856.72	$4,854.25	$0.00	$0.00	$0.00	$0.00
I	32	INSL-POST-25KV-PORC-TT-C	Insulator Post 25kV Porcelain Tie Top	$417.81	$1,799.08	$0.00	$0.00	$0.00	$0.00
I	2	INSL-POST-45KV-PORC-TT-C	Insulator Post 45kV Porcelain	$41.08	$112.39	$0.00	$0.00	$0.00	$0.00
I	3	INSL-SP-SEC-PORC-C	Insulator Spool Secondary/Neutral Porcelain	$1.83	$83.10	$0.00	$0.00	$0.00	$0.00
I	1	INSL-STUD-STL-10IN-THD-C	Insulator Stud Steel 5/8in by 10in Long Threaded	$5.48	$0.00	$0.00	$0.00	$0.00	$0.00
I	26	INSL-STUD-STL-7IN-THD-C	Insulator Stud Steel 5/8in by 7in Long Threaded	$66.06	$0.00	$0.00	$0.00	$0.00	$0.00
I	2	INSL-STUD-STL-LG-7IN-THD-C	Insulator Stud Steel 3/4in by 7in Long Threaded	$9.85	$0.00	$0.00	$0.00	$0.00	$0.00
I	19	JUMP-1/0-AL-C	Jumper 1/0 AL	$18.30	$932.39	$0.00	$0.00	$0.00	$0.00
I	3	JUMP-2-AL-C	Jumper 2 AL	$1.93	$147.22	$0.00	$0.00	$0.00	$0.00
I	6	JUMP-336-AL-C	Jumper 336 AL	$16.35	$349.05	$0.00	$0.00	$0.00	$0.00

I	1	LBKT-UP-AL/STL-12FT-PUB-C	Light Bracket upsweep Aluminum and/or Steel 12 foot long Public	$59.73	$113.48	$0.00	$0.00	$0.00	$0.00
I	7	LEAD-EQ-2-CU-COVER-C	Lead Equipment 2 Copper Covered	$67.27	$0.00	$0.00	$0.00	$0.00	$0.00
I	12	LEAD-TF-6-CU-COVER-C	Lead Trans/Reg/Cap 6 Copper Covered	$41.90	$0.00	$0.00	$0.00	$0.00	$0.00
I	3	MISC-PADLOCK-C	Padlock for Underground Equipment	$20.52	$0.00	$0.00	$0.00	$0.00	$0.00
I	250	OADD-1MH-C	DEC Safety Regulations	$0.00	$19,787.50	$0.00	$0.00	$0.00	$0.00
I	4	OADD-ANCH-HDIG-C	DEC Adder-OH - Labor Adder Anchor hand dig	$0.00	$889.64	$0.00	$0.00	$0.00	$0.00
I	4	OADD-CAPITAL-1MH-C	DEC Adder-OH - Labor Adder 1 Man Hour for capital expenses	$0.00	$316.60	$0.00	$0.00	$0.00	$0.00
I	1	OADD-POLE-HSET-LG-WD-C	DEC Adder-OH - OH Adder Pole hand set between 51ft and 65ft for	$0.00	$949.80	$0.00	$0.00	$0.00	$0.00
I	1	OLAB-ANCH-ROCK-C	OH Labor Anchor rock	$0.00	$400.50	$0.00	$0.00	$0.00	$0.00
I	12	OLAB-WIRE-LAYOUT-MD-C	OH Labor Overhead Wire layout > 2/0 - 556 (per phase on pole)	$0.00	$1,507.02	$0.00	$0.00	$0.00	$0.00
I	1	OLAB-WIRE-MX-RESAG-C	OH Labor Wire multiplex resag (per span)	$0.00	$66.49	$0.00	$0.00	$0.00	$0.00
I	13	OLAB-WIRE-RESAG-C	OH Labor Wire resag (per span)	$0.00	$370.42	$0.00	$0.00	$0.00	$0.00
I	2	PED-AG-MD-POLY-C	Pedestal Above Ground 10in wide x 15in long x 36in deep Polymer	$110.72	$194.60	$0.00	$0.00	$0.00	$0.00
I	1	POLE-EXISTING-C	GIS Correction or Update Pole	$0.00	$1.58	$0.00	$0.00	$0.00	$0.00
I	3	POLE-WD-45-C4-C	Pole wood 45ft class 4	$706.26	$1,678.77	$0.00	$0.00	$0.00	$0.00
I	8	POLE-WD-50-C3-C	Pole wood 50ft class 3	$2,367.44	$4,476.72	$0.00	$0.00	$0.00	$0.00
I	1	POLE-WD-60-C3-C	Pole wood 60ft class 3	$469.51	$727.39	$0.00	$0.00	$0.00	$0.00
I	1	RISER-1IN-COND-C	Riser 1in Conduit	$15.51	$53.20	$0.00	$0.00	$0.00	$0.00
I	1	RISER-2IN-COND-3PC-C	Riser 2in Conduit 3-10ft sections	$26.16	$53.20	$0.00	$0.00	$0.00	$0.00
I	1	RISER-2IN-COND-4PC-C	Riser 2in Conduit 4-10ft sections for poles taller than 50ft	$36.85	$53.20	$0.00	$0.00	$0.00	$0.00
I	3	RISER-4IN-COND-3PC-C	Riser 4in Conduit 3-10ft sections	$189.15	$249.90	$0.00	$0.00	$0.00	$0.00
I	1	STRUCT-PAD-TF-CTE-MD-1P-C	Structure Pad Transformer Concrete 42in x 52in 1 Phase	$84.91	$66.50	$0.00	$0.00	$0.00	$0.00
I	7	TERM-1/0-AL-25KV-C	Termination Kit 1/0 AL 25kV	$511.02	$576.80	$0.00	$0.00	$0.00	$0.00

I	3	TF-OH-50-12KV-120/240V-1P-BNK-C	Transformer OH 50kVA 12.47GY/7.2 kV 120/240V Single Phase	$2,443.68	$1,676.40	$0.00	$0.00	$0.00	$0.00
I	1	TF-UG-25-12KV-240/120V-1P-C	Transformer UG 25kVA 12.47GY/7.2 kV 240/120V Single Phase Deadfront	$1,137.54	$214.20	$0.00	$0.00	$0.00	$0.00
I	1	TIE-COMP-SM-COV-FNECK-C	Tie Composite 6-2	$10.47	$0.00	$0.00	$0.00	$0.00	$0.00
I	24	TIE-HAND-4-AL-C	Tie Hand 4 AL	$10.71	$0.00	$0.00	$0.00	$0.00	$0.00
I	2	TIE-SPOOL-1/0-AL-C	Tie Spool 1/0 AL	$4.28	$0.00	$0.00	$0.00	$0.00	$0.00
I	3	TIE-TOP-1/0-AL-FNECK-C	Tie Top 1/0 AL F Neck	$6.77	$0.00	$0.00	$0.00	$0.00	$0.00
I	6	TIE-TOP-336-AL-FNECK-C	Tie Top 336 AL F Neck	$23.95	$0.00	$0.00	$0.00	$0.00	$0.00
I	125	UADD-CAPITAL-1MH-C	DEC Adder-UG - Labor Adder 1 Man Hour for capital expenses	$0.00	$8,750.00	$0.00	$0.00	$0.00	$0.00
I	75	ULAB-CABLE-LGT-TRN-MD-C	UG Labor Lighting Cable in trench > 1in - 2in diameter cable (per linear ft)	$0.00	$32.03	$0.00	$0.00	$0.00	$0.00
I	100	ULAB-CABLE-LGT-TRN-SM-C	UG Labor Lighting Cable in trench up to 1in diameter cable (per linear ft)	$0.00	$34.81	$0.00	$0.00	$0.00	$0.00
I	3715	ULAB-CABLE-TRN-MD-C	UG Labor Cable in trench > 1in - 2in diameter cable (per linear ft)	$0.00	$1,607.20	$0.00	$0.00	$0.00	$0.00
I	2	ULAB-CONN-SEC-EQUIP-C	UG Labor Connections for secondary at UG equipment (per multiplex)	$0.00	$39.20	$0.00	$0.00	$0.00	$0.00
I	1	ULAB-CONN-SEC-EQUIP-LGT-C	UG Labor Connections for secondary at UG equipment (per multiplex)	$0.00	$19.49	$0.00	$0.00	$0.00	$0.00
I	1	ULAB-CONN-SEC-EQUIP-SVC-C	UG Labor Connections for service at UG equipment (per multiplex)	$0.00	$19.60	$0.00	$0.00	$0.00	$0.00
I	3	ULAB-PED-AG-C	UG Labor Pedestal above ground (per	$0.00	$292.60	$0.00	$0.00	$0.00	$0.00
I	2	ULAB-SPL-PIT-PRI-C	UG Labor Splice pit primary (per pit)	$0.00	$361.20	$0.00	$0.00	$0.00	$0.00
I	4	ULAB-SPL-PIT-SEC-C	UG Labor Splice pit secondary (per pit)	$0.00	$501.20	$0.00	$0.00	$0.00	$0.00
I	220	ULAB-STICK-TRN-LG-C	UG Labor Rigid Conduit in trench > 4in - 8in diameter conduit (per linear	$0.00	$256.90	$0.00	$0.00	$0.00	$0.00
I	30	ULAB-STICK-TRN-MD-C	UG Labor Rigid Conduit in trench > 2in - 4in diameter conduit (per linear	$0.00	$25.20	$0.00	$0.00	$0.00	$0.00
I	220	ULAB-SVC-JEXCOND-GT225-C	UG Labor Service in joint existing conduit > 225ft (per ft > 225ft)	$0.00	$598.50	$0.00	$0.00	$0.00	$0.00
I	1	ULAB-SVC-TRN-75-C	UG Labor Service With Cable in trench up to 75ft (per service)	$0.00	$232.40	$0.00	$0.00	$0.00	$0.00
I	4	ULAB-SWITCHING-3P-C	UG Labor Switching three phase (de- or re- energize, per event)	$0.00	$1,302.00	$0.00	$0.00	$0.00	$0.00

I	620	ULAB-TRN-18W-30D-C	UG Labor Trenching up to 18in wide by 30in deep (per linear ft)	$0.00	$1,185.80	$0.00	$0.00	$0.00	$0.00
I	1625	ULAB-TRN-18W-36D-C	UG Labor Trenching up to 18in wide by 36in deep (per linear ft)	$0.00	$3,480.40	$0.00	$0.00	$0.00	$0.00
I	5612	WIRE-PRI-1/0-AAAC-C	Wire Primary/Neutral 1/0 AAAC	$966.44	$8,086.00	$0.00	$0.00	$0.00	$0.00
I	1085	WIRE-PRI-336-AAC-C	Wire Primary/Neutral 336kcmil AAC	$527.87	$2,232.79	$0.00	$0.00	$0.00	$0.00
I	20	WIRE-SEC-1/0-AL-TX-C	Wire Secondary 1/0 AL Triplex	$15.06	$38.78	$0.00	$0.00	$0.00	$0.00
R	2 [0]	ANCH-EXP-SM-C	Anchor Expanding Small [$27.96]	$0.00	$0.00	$101.32	$0.00	$0.00	$0.00
R	4 [0]	ANCH-PISA-SM-C	Anchor Power Installed Screw Anchor Small [$27.96]	$0.00	$0.00	$228.75	$0.00	$0.00	$0.00
R	1 [0]	ARM-DBL-10-WD-WB-C	Crossarm Double 10ft wood with braces [$27.96]	$0.00	$0.00	$71.24	$0.00	$0.00	$0.00
R	5 [0]	ARM-DBL-8-WD-WB-C	Crossarm Double 8ft wood with braces [$27.96]	$0.00	$0.00	$355.40	$0.00	$0.00	$0.00
R	2 [0]	ARM-SDE-8-FBG-NB-C	Crossarm Single 8ft fiberglass no braces [$27.96]	$0.00	$0.00	$92.61	$0.00	$0.00	$0.00
R	4 [0]	ARM-SGL-8-WD-WB-C	Crossarm Single 8ft wood with braces [$27.96]	$0.00	$0.00	$202.64	$0.00	$0.00	$0.00
R	6 [0]	ARR-RISER-10KV-C	Arrester Riser Pole 10kV [$27.96]	$0.00	$0.00	$221.62	$0.00	$0.00	$0.00
R	1 [0]	BKT-EM-ARM-1P-STL-MD-C	Bracket Equipment Mount Arm Single Phase Steel Medium [$27.96]	$0.00	$0.00	$26.12	$0.00	$0.00	$0.00
R	6 [0]	BKT-EM-ARM-1P-STL-SM-C	Bracket Equipment Mount Arm Single Phase Steel Small [$27.96]	$0.00	$0.00	$156.72	$0.00	$0.00	$0.00
R	6 [0]	BKT-EM-ARM-B2B-STL-SM-C	Bracket Equipment Mount Arm Back to Back Steel Small [$27.96]	$0.00	$0.00	$156.72	$0.00	$0.00	$0.00
R	5 [0]	BKT-INSL-POST-PTOP-STL-C	Bracket insulator pole top Steel [$27.96]	$0.00	$0.00	$127.44	$0.00	$0.00	$0.00
R	1 [0]	BKT-TF-CLUST-3POS-WING-AL-C	Bracket Transformer Cluster Three Position Aluminum for 3-167 kVA	$0.00	$0.00	$54.61	$0.00	$0.00	$0.00
R	55 [0]	CABLE-TAIL-EQ-2/0-TX-600V-C	Cable Tail for 2/0 triplex 600V in UG Equipment [$27.96]	$0.00	$0.00	$77.00	$0.00	$0.00	$0.00
R	2 [0]	CLAMP-DE-WDG-SM-C	Clamp dead end wedge 6AL-2AL [$27.96]	$0.00	$0.00	$3.16	$0.00	$0.00	$0.00
R	4 [0]	COND-END-2IN-PVC-C	Conduit End 2in PVC [$27.96]	$0.00	$0.00	$5.60	$0.00	$0.00	$0.00
R	6 [0]	COND-END-4IN-PVC-C	Conduit End 4in PVC [$27.96]	$0.00	$0.00	$8.40	$0.00	$0.00	$0.00
R	6 [0]	FUSE-CUTOUT-100-15KV-POLY-EQUIP-C	Fuse Cutout 100A 15kV polymer for use with equipment [$27.96]	$0.00	$0.00	$451.14	$0.00	$0.00	$0.00

R	1 [0]	FUSE-LINK-1 1/2-D-C	Fuse Link 1.5 D [$27.96]	$0.00	$0.00	$1.58	$0.00	$0.00	$0.00
R	3 [0]	FUSE-LINK-10-D-C	Fuse Link 10 D [$27.96]	$0.00	$0.00	$4.74	$0.00	$0.00	$0.00
R	2 [0]	FUSE-LINK-3-D-C	Fuse Link 3 D [$27.96]	$0.00	$0.00	$3.16	$0.00	$0.00	$0.00
R	1 [0]	FUSE-LINK-5-D-C	Fuse Link 5 D [$27.96]	$0.00	$0.00	$1.58	$0.00	$0.00	$0.00
R	9 [0]	GND-POLE-6-C	Ground Pole #6 soft drawn copper [$27.96]	$0.00	$0.00	$178.11	$0.00	$0.00	$0.00
R	18 [0]	GND-ROD-OH-C	Ground Rod Overhead [$27.96]	$0.00	$0.00	$541.44	$0.00	$0.00	$0.00
R	2 [0]	GND-ROD-UG-C	Ground Rod Underground [$27.96]	$0.00	$0.00	$84.00	$0.00	$0.00	$0.00
R	9 [0]	GUY-DOWN-3/8IN-GALV-SGL-C	Guy Down Guy 3/8 in diameter Galvanized Single [$27.96]	$0.00	$0.00	$467.00	$0.00	$0.00	$0.00
R	6 [0]	GUY-INSL-7FT-FG-C	Guy Insulator 7ft Fiberglass [$27.96]	$0.00	$0.00	$156.72	$0.00	$0.00	$0.00
R	9 [0]	HDWR-DA-LG-22IN-GALV-C	Hardware Double Arming 3/4in diameter 22in long Galvanized Steel	$0.00	$0.00	$14.25	$0.00	$0.00	$0.00
R	3 [0]	HDWR-EYEBOLT-SM-10IN-GALV-C	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel [$27.96]	$0.00	$0.00	$4.75	$0.00	$0.00	$0.00
R	8 [0]	HDWR-EYEBOLT-SM-12IN-GALV-C	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel [$27.96]	$0.00	$0.00	$12.67	$0.00	$0.00	$0.00
R	3 [0]	HDWR-EYENUT-SM-GALV-C	Hardware Eye Nut 5/8in diameter Galvanized Steel [$27.96]	$0.00	$0.00	$4.75	$0.00	$0.00	$0.00
R	2 [0]	HDWR-LWASH-LG-GALV-C	Hardware Lock Washer 3/4in diameter Galvanized Steel [$27.96]	$0.00	$0.00	$3.17	$0.00	$0.00	$0.00
R	8 [0]	HDWR-LWASH-SM-GALV-C	Hardware Lock Washer 5/8in diameter Galvanized Steel [$27.96]	$0.00	$0.00	$12.68	$0.00	$0.00	$0.00
R	11 [0]	HDWR-MACH-LG-12IN-GALV-C	Hardware Machine Bolt 3/4in diameter 12in long Galvanized Steel	$0.00	$0.00	$17.43	$0.00	$0.00	$0.00
R	14 [0]	HDWR-MACH-LG-14IN-GALV-C	Hardware Machine Bolt 3/4in diameter 14in long Galvanized Steel	$0.00	$0.00	$22.16	$0.00	$0.00	$0.00
R	4 [0]	HDWR-MACH-LG-16IN-GALV-C	Hardware Machine Bolt 3/4in diameter 16in long Galvanized Steel	$0.00	$0.00	$6.32	$0.00	$0.00	$0.00
R	13 [0]	HDWR-MACH-SM-10IN-GALV-C	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel	$0.00	$0.00	$20.58	$0.00	$0.00	$0.00
R	10 [0]	HDWR-MACH-SM-12IN-GALV-C	Hardware Machine Bolt 5/8in diameter 12in long Galvanized Steel	$0.00	$0.00	$15.84	$0.00	$0.00	$0.00
R	2 [0]	HDWR-MACH-SM-14IN-GALV-C	Hardware Machine Bolt 5/8in diameter 14in long Galvanized Steel	$0.00	$0.00	$3.16	$0.00	$0.00	$0.00
R	2 [0]	HDWR-SP-SM-10IN-GALV-C	Hardware Spool Bolt 5/8in diameter 10in long Galvanized Steel [$27.96]	$0.00	$0.00	$3.16	$0.00	$0.00	$0.00
R	2 [0]	HDWR-SWASH-LG-GALV-CURVE-C	Hardware Square Washer 3/4in diameter Galvanized Steel curved	$0.00	$0.00	$3.17	$0.00	$0.00	$0.00

R	8 [0]	HDWR-SWASH-SM-GALV-CURVE-C	Hardware Square Washer 5/8in diameter Galvanized Steel curved	$0.00	$0.00	$12.68	$0.00	$0.00	$0.00
R	2 [0]	INSL-1RACK-SEC-PORC-C	Insulator One Wire Rack Secondary/Neutral Porcelain [$27.96]	$0.00	$0.00	$33.24	$0.00	$0.00	$0.00
R	12 [0]	INSL-DE/S-35KV-POLY-C	Insulator Dead End/Suspension 35kV Polymer [$27.96]	$0.00	$0.00	$660.12	$0.00	$0.00	$0.00
R	30 [0]	INSL-POST-25KV-PORC-TT-C	Insulator Post 25kV Porcelain Tie Top [$27.96]	$0.00	$0.00	$948.22	$0.00	$0.00	$0.00
R	4 [0]	INSL-POST-45KV-PORC-TT-C	Insulator Post 45kV Porcelain [$27.96]	$0.00	$0.00	$126.64	$0.00	$0.00	$0.00
R	4 [0]	INSL-SP-SEC-PORC-C	Insulator Spool Secondary/Neutral Porcelain [$27.96]	$0.00	$0.00	$66.48	$0.00	$0.00	$0.00
R	6 [0]	JUMP-1/0-AL-C	Jumper 1/0 AL [$27.96]	$0.00	$0.00	$220.04	$0.00	$0.00	$0.00
R	2 [0]	LBKT-SIDE-AL-12FT-GRAY-SGL-PUB-C	Light Bracket side mount Aluminum 12 foot long Gray(RAL7038) single	$0.00	$0.00	$125.32	$0.00	$0.00	$0.00
R	10 [0]	LBKT-UP-AL/STL-12FT-PUB-C	Light Bracket upsweep Aluminum and/or Steel 12 foot long Public	$0.00	$0.00	$626.60	$0.00	$0.00	$0.00
R	2 [0]	LBKT-UP-AL/STL-20FT-PUB-C	Light Bracket upsweep Aluminum and/or Steel 20 foot long Public	$0.00	$0.00	$125.32	$0.00	$0.00	$0.00
R	3 [0]	LFIX-COBF-HPS-250-GRAY-120V-OH-PUB-	REM ONLY---Light Fixture Cobra Flat Lens High Pressure Sodium 250W	$0.00	$0.00	$89.81	$0.00	$0.00	$0.00
R	1 [0]	OADD-POLE-CUTOFF-WD-C	DEC Adder-OH - OH Adder Pole cut off without cap for wood pole (per	$0.00	$0.00	$60.15	$0.00	$0.00	$0.00
R	1 [0]	OLAB-POLE-PULL-STUB-C	OH Labor Pole pull stub (per pole) [$0.00]	$0.00	$0.00	$58.80	$0.00	$0.00	$0.00
R	1 [0]	POLE-WD-40-C5-C	Pole wood 40ft class 5 [$27.96]	$0.00	$0.00	$285.73	$0.00	$0.00	$0.00
R	4 [0]	POLE-WD-45-C4-C	Pole wood 45ft class 4 [$27.96]	$0.00	$0.00	$1,142.92	$0.00	$0.00	$0.00
R	1 [0]	POLE-WD-50-C3-C	Pole wood 50ft class 3 [$27.96]	$0.00	$0.00	$285.73	$0.00	$0.00	$0.00
R	10 [0]	RISER-1IN-COND-C	Riser 1in Conduit [$27.96]	$0.00	$0.00	$322.00	$0.00	$0.00	$0.00
R	4 [0]	RISER-2IN-COND-3PC-C	Riser 2in Conduit 3-10ft sections [$27.96]	$0.00	$0.00	$128.80	$0.00	$0.00	$0.00
R	3 [0]	RISER-4IN-COND-3PC-C	Riser 4in Conduit 3-10ft sections [$27.96]	$0.00	$0.00	$153.30	$0.00	$0.00	$0.00
R	6 [0]	TERM-1/0-AL-25KV-C	Termination Kit 1/0 AL 25kV [$27.96]	$0.00	$0.00	$217.00	$0.00	$0.00	$0.00
R	2 [0]	TF-OH-15-12KV-120/240V-1P-C	Transformer OH 15kVA 12.47GY/7.2 kV 120/240V Single Phase Mild Steel	$0.00	$0.00	$560.38	$0.00	$0.00	$0.00
R	3 [0]	TF-OH-50-12KV-120/240V-1P-BNK-C	Transformer OH 50kVA 12.47GY/7.2 kV 120/240V Single Phase	$0.00	$0.00	$840.57	$0.00	$0.00	$0.00

CU Estimate
Project Estimation By Compatible Unit

R	11 [0]	ULAB-CONN-SEC-EQUIP-LGT-C	UG Labor Connections for secondary at UG equipment (per multiplex)	$0.00	$0.00	$122.54	$0.00	$0.00	$0.00
R	4948 [0]	WIRE-PRI-2-AAAC-C	Wire Primary/Neutral #2 AAAC	$0.00	$0.00	$4,074.68	$0.00	$0.00	$0.00
T	1	FUSE-CUTOUT-100-15KV-POLY-EQUIP-C	Fuse Cutout 100A 15kV polymer for use with equipment	$0.00	$0.00	$0.00	$182.84	$0.00	$0.00
T	1	OLAB-TRF-WIRE-LG-DE-C	DEC Adder Conductor - OH Labor Transferring overhead wire > 556 -	$0.00	$0.00	$0.00	$189.17	$0.00	$0.00
T	15	OLAB-TRF-WIRE-MD-NDE-C	DEC Adder Conductor - OH Labor Transferring overhead wire > 2/0 -	$0.00	$0.00	$0.00	$1,360.59	$0.00	$0.00
T	4	OLAB-TRF-WIRE-SM-DE-C	DEC Adder Conductor - OH Labor Transferring overhead wire up to 2/0	$0.00	$0.00	$0.00	$350.63	$0.00	$0.00
T	1	TF-OH-15-12KV-120/240V-1P-C	Transformer OH 15kVA 12.47GY/7.2 kV 120/240V Single Phase Mild Steel	$0.00	$0.00	$0.00	$712.35	$0.00	$0.00
T	1	TF-OH-25-12KV-120/240V-1P-C	Transformer OH 25kVA 12.47GY/7.2 kV 120/240V Single Phase Mild Steel	$0.00	$0.00	$0.00	$712.35	$0.00	$0.00
Totals:				$27,892.02	$81,306.32	$15,209.98	$3,507.93	$141,182.11	$0.00
Overhead Costs:								$58,167.03	
				$5,160.02	$33,498.20	$6,266.51	$1,445.27		
Total Materials:									
				$33,052.04					
Total Labor:									
					$114,804.52	$21,476.49	$4,953.20		
Total Install Cost:									
				$147,856.57					
Total Removal Cost:									
				$21,476.49					
Total Transfer Cost:									

$4,953.20

Total Salvage Value: $0.00

Total Install Man Hours:	1,062.76
Total Remove Man Hours:	195.79
Total Transfer Man Hours:	44.32
Total MH	1302.9

Project Cost:	**$373,635.40**
Gross Tax	$51,935.32
Total Cost	$425,570.72

Exhibit

19744

7310

DRAWN BY: W O R

Form 216 (2-80) Formerly 182 N.C.

JOB NAME:

BOOK 1313 PAGE 352

JOB NO:

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

KNOW ALL MEN BY THESE PRESENTS, That C. E. CLEMENT
SOLE OWNER, grantor (whether one or more)

of said County and State, in consideration of the sum of one ($1.00) dollar and other good and valuable considerations, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of: ON W. Side Hwy 321 Before RIVER

N- Duke Power
E- Duke Power
S- Central T.L. Co
W- Hickory Air Port

and to construct, maintain and operate in, upon and through said premises, in a proper manner, with poles, wires, guys, conduits, cables, transformers, and other necessary apparatus and appliances, overhead or underground lines for transmitting and distributing power by electricity, and for communication purposes, together with the right at all times to enter said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon and additions thereto together with the right at all times to cut away or by other means to keep clear of said lines all trees, brush and other obstructions that may, in any way, endanger the proper maintenance and operation of the same; also including the right to relocate said lines over said premises to conform to any future highway or street location, widening or improvement.

IN WITNESS WHEREOF, the said grantor(s) do hereunto set his hand(s) and seal(s) this 16 day of Dec, 19 82.

Witness W O Rone

C E Clement (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, W O Rone a notary in and for the County and State aforesaid, do hereby certify that C. E. Clement and wife Sole owner personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 16, day of Dec, A.D. 1982.

My Commission expires 2-27-87 W O Rone Jr. Notary Public

STATE OF NORTH CAROLINA
COUNTY OF

I, a Notary Public for County, State of North Carolina, certify that personally appeared before me this day and being duly sworn, stated that in his presence signed the foregoing instrument. Witness my hand and notarial seal, this the day of , 19.

My Commission expires Notary Public

STATE OF NORTH CAROLINA
COUNTY OF Catawba

The foregoing certificate of W O Rone, Jr., Notary Public of Catawba County, N.C. Notar(y)-(ies)-Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 1313, page 352.

This 24 day of March, 19 83, at 8:00 o'clock A M.

Ruth Mackie
Ruth Mackie Register of Deeds

By: Deputy Register of Deeds

VIEWED

BOOK 1375 PAGE 316

Form 217 (2-80) Formerly 182 NC

3599

STATE OF NORTH CAROLINA

COUNTY OF Catawba

KNOW ALL MEN BY THESE PRESENTS, That Proctor Wholesale Company, Inc a corporation,

in consideration of the sum of one ($1.00) dollar and other good and valuable considerations, does hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of:

N- Hutton & Freeman Co.
S- Southern Railway
E- Walker Construction
W- Catawba Block Co.

and to construct, maintain and operate in, upon and through said premises in a proper manner, with poles, wires, guys, conduits, cables, transformers, and other necessary apparatus and appliances, overhead or underground lines for transmitting and distributing power by electricity, and for communication purposes, together with the right at all times to enter said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon and additions thereto; together with the right at all times to cut away, or by other means to keep clear of said lines, all trees, brush, structures, and other obstructions that may, in any way, endanger the proper maintenance and operation of the same; also including the right to relocate said lines over said premises to conform to any future highway or street location, widening or improvement.

IN WITNESS WHEREOF, The said Proctor Wholesale Co. Inc. has caused this instrument to be executed by its proper officials this 1st day of August, 1984.

(SEAL)

ATTEST: Rebecca P. Ward, Secretary

By H. Clay Pruitt, President

(Affix Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF Catawba

I, Doreah T. Yoder, a Notary Public for the above State and County, hereby certify that Rebecca P. Ward personally came before me this day and acknowledged that he is Corporate Secretary of Proctor Wholesale Company, Inc., a corporation, and that by authority duly given and as the act of said corporation the foregoing and annexed instrument was signed in its name by H. Clay Pruitt its President, sealed with its corporate seal and attested by himself as its Corporate Secretary.

WITNESS my hand and official seal this the 1st day of August, 1984.

Doreah T. Yoder, Notary Public

My Commission Expires June 23, 1987

The foregoing certificate of Doreah T. Yoder a notary public of Catawba County, is ~~adjudged~~ to be correct ~~and sufficient. Let the instrument and the certificate~~ be registered.

This the 15 day of October, 1984.

Ruth Mackie, Clerk of Superior Court

County, N. C.

Filed 15 Day Of October, A.D. 1984 and recorded in Book 1375 Page 316 at 8:43 A.M.

Ruth Mackie

RUTH MACKIE, REGISTER OF DEEDS Catawba County, N. C.

RETURNED TO: DUKE POWER CO.
Form 217 (2-80) Formerly 182 NC

CH 3D

M-

FOR OVERHEAD LINE EXTENSION AND UNDERGROUND LINE TO NEW FREEZER BUILDING

2W1D
4811-72685122

BOOK 1532 PAGE 755

63#
4811-72686

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

6692 MDI Management, Inc.

KNOW ALL MEN BY THESE PRESENTS, That ~~MERCHANTS DISTRIBUTORS, INC~~ a corporation, in consideration of the sum of one ($1.00) dollar and other good and valuable considerations, does hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of:

E: Vickie Weavers
W: Highway 321 N
N: 12th St Drive NW
S: 2nd Ave NW

and to construct, maintain and operate in, upon and through said premises in a proper manner, with poles, wires, guys, conduits, cables, transformers, and other necessary apparatus and appliances, overhead or underground lines for transmitting and distributing power by electricity, and for communication purposes, together with the right at all times to enter said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon and additions thereto; together with the right at all times to cut away, or by other means to keep clear of said lines, all trees, brush, structures, and other obstructions that may, in any way, endanger the proper maintenance and operation of the same; also including the right to relocate said lines over said premises to conform to any future highway or street location, widening or improvement.

IN WITNESS WHEREOF, The said MDI Management Inc. has caused this instrument to be executed by its proper officials this 4 day of August, 1987.

(SEAL)

ATTEST: Allen Stafford, Secretary

By Don Corbett, President

(Affix Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF Caldwell

I, Vickie M. Arthur, a Notary Public for the above State and County, hereby certify that Allen Stafford personally came before me this day and acknowledged that he is Secretary of MDI Management Inc., a corporation, and that by authority duly given and as the act of said corporation the foregoing and annexed instrument was signed in its name by Don Corbett, its President, sealed with its corporate seal and attested by himself as its Secretary.

WITNESS my hand and official seal this the 4th day of August, 1987.

Vickie M. Arthur
Notary Public

My Commission Expires 10-17-91

The foregoing certificate of Vickie McArthur a Notary Public of Caldwell County, is ~~adjudged~~ certified to be correct.

This the 4th day of November, 1987.

Ruth Mackie
Register of Deeds
Catawba County, N. C.

Filed 4th Day Of November, A. D. 19 87 and recorded in Book 1532 Page 755 Fee, $
at 9:50 AM.

Ruth Mackie Catawba County, N. C.

WEB

Exhibit VIII

BOOK 1539 PAGE 246

Project No. 7 A/L 7269.1

Drawn By T.L. Murphy

P-

8928

STATE OF NORTH CAROLINA
COUNTY OF Catawba

KNOW ALL MEN BY THESE PRESENTS, That Dean Proctor, President
Proctor Wholesale Co Inc

hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, does hereby grant unto DUKE POWER COMPANY, its successors and assigns, hereinafter called "Grantee", the right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, bounded by lands of:

Location: 105 9th St. N.W. Hickory

and over and across said premises within a right-of-way strip having a width of 10 feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to (check applicable):

☐ construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other necessary apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; to remove from the right of way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right of way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right of way strip; and to install guy wires and anchors extending beyond the limits of the right of way strip when determined necessary by Grantee.

☒ construct, maintain and operate underground lines and conduits with other necessary apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right of way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Plan, NCUC Docket E-7, Sub 421, receipt of a copy of which is acknowledged by grantor.

This right-of-way is given to permit the construction of electrical facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement. The foregoing notwithstanding, Grantee may relocate its electrical facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 15 day of October, 19 87

Witness: _____

Proctor Wholesale Co. Inc.
(Corporate Name)

ATTEST: Rebecca P. Ward
X Secretary

By Don Proctor
President

STATE OF NORTH CAROLINA, Caldwell COUNTY

I, Thomas L. Murphy, a Notary Public for the above State and County, hereby certify that Rebecca P. Ward personally appeared before me this day and being duly sworn, stated that in his/her presence Don Proctor signed the foregoing instrument. Witness my hand and official seal, this the 14 day of October, 19 87

My Commission Expires 2-27-92

Thomas L. Murphy
Notary Public

STATE OF NORTH CAROLINA, Catawba COUNTY

Deborah T. Yoder, a Notary Public for the above State and County, hereby certify that Rebecca P. Ward personally came before me this day and acknowledged that she is Secretary of Proctor Wholesale Co. Inc., a corporation, and that by authority duly given and as the act of said corporation, the foregoing and annexed instrument was signed in its name by Don Proctor, its _____ President, sealed with its corporate seal and attested by Rebecca P. Ward as its _____ Secretary. Witness my hand and official seal, this the 14 day of October, 1987

My Commission Expires June 23, 1992

Deborah T. Yoder
Notary Public

STATE OF NORTH CAROLINA
CATAWBA COUNTY

The foregoing certificate of Deborah T. Yoder, a Notary Public of Caldwell Co, N.C. is certified to be correct. This instrument was presented for registration this 21 day of December 1987 at 12:45 P.M. and duly recorded in the office of the Register of deeds of Catawba Co, N.C. in Book 1539, Page 246.

FILED
RUTH MACKIE
'87 DEC 21 PM 12 45
REGISTER OF DEEDS
CATAWBA

RUTH MACKIE
REGISTER OF DEEDS Ruth Mackie

The foregoing Certificate(s) of _____ is/are certified to be correct. This ____ day of _____, A.D., 19 ____

_____ REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant Register of Deeds.

WEB

Return to:
Duke Power Company
Form 00216 (5-87) Hickory, N.C.

FILED
PATTY MACKIE
'90 JUN 7 AM 9 14
20625
REGISTER OF DEEDS
CATAWBA CO., N.C.

Project No. 474101912
Drawn By Mark Howard

STATE OF NORTH CAROLINA
COUNTY OF Catawba

BOOK 1670 PAGE 19

KNOW ALL MEN BY THESE PRESENTS, That Century Furniture Company

hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, does hereby grant unto DUKE POWER COMPANY, its successors and assigns, hereinafter called "Grantee", the right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, bounded by lands of:

N: Hyalyn Porcelain
S: Welch Moving Systems
E: 3rd Ave Dr. NW
W: 12th St. Dr. NW

and over and across said premises within a right-of-way strip having a width of 25 feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to (check applicable):

☒ construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other necessary apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; to remove from the right of way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right of way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right of way strip; and to install guy wires and anchors extending beyond the limits of the right of way strip when determined necessary by Grantee.

☐ construct, maintain and operate underground lines and conduits with other necessary apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right of way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Plan, NCUC Docket E-7, Sub 421, receipt of a copy of which is acknowledged by grantor.

This right-of-way is given to permit the construction of electrical facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement. The foregoing notwithstanding, Grantee may relocate its electrical facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement.

LOCATION: 127N, TL 3RD AVE. NW, TL 2ND AVE NW,
TR 12TH ST. DR. NW, CENTURY FURNITURE ON RIGHT--

Return to: Duke Power Company
Hickory, N.C.
Form 00216 (5-87)

FILED
'TH MACKIE
'90 JUN 7 AM 9 14
20626
REGISTER OF DEEDS
CATAWBA CO., N.C.

Project No. 474101912
Drawn By Mark Howard

STATE OF NORTH CAROLINA
COUNTY OF Catawba

BOOK 1670 PAGE 21

KNOW ALL MEN BY THESE PRESENTS, That Century Furniture Company

hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, does hereby grant unto DUKE POWER COMPANY, its successors and assigns, hereinafter called "Grantee", the right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, bounded by lands of:

N: Hyalyn Porcelain
S: Welch Moving Systems
E: 3rd Ave. Dr. NW
W: 12th St. Dr. NW

and over and across said premises within a right-of-way strip having a width of 10 feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to (check applicable):

☐ construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other necessary apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; to remove from the right of way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right of way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right of way strip; and to install guy wires and anchors extending beyond the limits of the right of way strip when determined necessary by Grantee.

☒ construct, maintain and operate underground lines and conduits with other necessary apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right of way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Plan, NCUC Docket E-7, Sub 421, receipt of a copy of which is acknowledged by grantor.

This right-of-way is given to permit the construction of electrical facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement. The foregoing notwithstanding, Grantee may relocate its electrical facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement.

LOCATION: 127N, TL 3RD AVE. NW, TL 2ND AVE. NW,
TR 12TH ST. DR. NW, CENTURY FURNITURE ON RIGHT.

Form 00218 (5-87)

35486

FILED
RUTH MACKIE

Project No. 4741 - 11647
Drawn By DARREN ALLEN

'91 MAR 18 AM 9 48

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

REGISTER OF DEEDS
CATAWBA CO., N.C.

BOOK 1707 PAGE 385

KNOW ALL MEN BY THESE PRESENTS, That COUNTRY ADVENTURES, INC.

hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, does hereby grant unto DUKE POWER COMPANY, its successors and assigns, hereinafter called "Grantee", the right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, bounded by lands of:

N: 20TH ST NW
S:
E: ~~GRAY~~ 321-N
W: CITY OF HICKORY

and over and across said premises within a right-of-way strip having a width of 10' feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to (check applicable):

☐ construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other necessary apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; to remove from the right of way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right of way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right of way strip; and to install guy wires and anchors extending beyond the limits of the right of way strip when determined necessary by Grantee.

☒ construct, maintain and operate underground lines and conduits with other necessary apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right of way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Plan, NCUC Docket E-7, Sub 421, receipt of a copy of which is acknowledged by grantor.

This right-of-way is given to permit the construction of electrical facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement. The foregoing notwithstanding, Grantee may relocate its electrical facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement.

DIRECTION

U.G. 1Ø PRI. EXTENSTION OFF 20TH ST. NW TO SERVE APARTMENTS & HOME BOTH BELONGING TO C.E. CLEMENT. PRI. CBL TO RUN ALONG SIDE OF ASPHALT DRIVE WAY. IN FRONT OF COUNTRY ADVENTURES

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 7 day of February, 1991.

Witness: Raymond P Clement

BOOK 1707 PAGE 386

(SEAL)
(SEAL)
(SEAL)
(SEAL)

x Country Adventures, Inc.
(Corporate Name)

Attest: Gail C. Adkins
Asst Secretary

By x [signature]
President

STATE OF NORTH CAROLINA, Alexander COUNTY

I, ~~ELAINE CURTIS~~ RAYMOND P Clement, a Notary Public for the above State and County, hereby certify that ~~personally appeared before~~ ~~me this day and being duly sworn, stated that in his/her presence~~ ~~signed the foregoing instrument. Witness my hand and official seal, this the 7 day of~~ ~~My Commission Expires MY COMMISSION EXPIRES 05/30/93~~ Elaine Curtis
Notary Public

NOTARY PUBLIC ALEXANDER CO., NC

STATE OF NORTH CAROLINA, Alexander COUNTY

I, Elaine Curtis, a Notary Public for the above State and County, hereby certify that Gail C Adkins personally came before me this day and acknowledged that S he is Asst. Secretary of _____, a corporation, and that by authority duly given and as the act of said corporation, the foregoing and annexed instrument was signed in its name by Clarence E Clement, its _____ President, sealed with its corporate seal and attested by herself as its Asst. Secretary. Witness my hand and official seal this the 7 day of February, 1991.

My Commission Expires MY COMMISSION EXPIRES 05/30/93 Elaine Curtis
Notary Public

NOTARY PUBLIC ALEXANDER CO., NC

The foregoing Certificate(s) of Elaine Curtis, Notary Public of Alexander County, N.C. is/are certified to be correct. This 18 day of March, A.D., 19 91 Filed at 9:48 A.M., and recorded in Book 1707 at Page 385.

Ruth Mackie REGISTER OF DEEDS FOR Catawba COUNTY

By Ruth Mackie Deputy/Assistant-Register of Deeds.

WEB

Form 00216 (5-87)

35488

FILED
RUTH MACKIE

'91 MAR 18 AM 9 48

REGISTER OF DEEDS
CATAWBA CO., N.C.

Project No. 4741-11647
Drawn By DARREN ALLEN

BOOK 1707 PAGE 387

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

KNOW ALL MEN BY THESE PRESENTS, That COUNTRY ADVENTURES INC

hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, does hereby grant unto DUKE POWER COMPANY, its successors and assigns, hereinafter called "Grantee", the right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, bounded by lands of:

N - CITY OF HICKORY
S -
E - 321-N
W - CITY OF HICKORY

and over and across said premises within a right-of-way strip having a width of 25' feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to (check applicable):

☒ construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other necessary apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; to remove from the right of way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right of way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right of way strip; and to install guy wires and anchors extending beyond the limits of the right of way strip when determined necessary by Grantee.

☐ construct, maintain and operate underground lines and conduits with other necessary apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right of way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Plan, NCUC Docket E-7, Sub 421, receipt of a copy of which is acknowledged by grantor.

This right-of-way is given to permit the construction of electrical facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement. The foregoing notwithstanding, Grantee may relocate its electrical facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement.

DIRECTION

O.H. 1Φ LINE EXTENSION, ~~SOUTH~~ WEST ALONG THE SIDE OF 20TH ST. NW. IN FRONT OF COUNTRY ADVENTURES

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 7 day of February, 1991.

BOOK 1707 PAGE 388

Witness: C. E. Clement Jr.

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

COUNTRY ADVENTURES, INC. NORTH CAROLINA CORPORATION SEAL

X Country Adventures, Inc.
(Corporate Name)

ATTEST: Carl C. Atkins
Asst Secretary

By X C. E. Clement
President

STATE OF NORTH CAROLINA, Alexander COUNTY

I, Elaine Curtis, a Notary Public for the above State and County, hereby certify that Clarence E Clement, Jr personally appeared before me this day and being duly sworn, stated that in his/her presence signed the foregoing instrument. Witness my hand and official seal, this the 7 day of February, 1991.

My Commission Expires MY COMMISSION EXPIRES 05/30/93

Elaine Curtis
Notary Public

ELAINE CURTIS NOTARY PUBLIC ALEXANDER CO., NC

STATE OF NORTH CAROLINA, Alexander COUNTY

I, Elaine Curtis, a Notary Public for the above State and County, hereby certify that Carl C Atkins personally came before me this day and acknowledged that she is Asst Secretary of Country Adventures, Inc., a corporation, and that by authority duly given and as the act of said corporation, the foregoing and annexed instrument was signed in its name by Clarence E Clement, its President, sealed with its corporate seal and attested by herself as its Asst. Secretary. Witness my hand and official seal, this the 7 day of February, 1991.

My Commission Expires MY COMMISSION EXPIRES 05/30/93

Elaine Curtis
Notary Public

ELAINE CURTIS NOTARY PUBLIC ALEXANDER CO., NC

The foregoing Certificate(s) of Elaine Curtis, Notary Public of Alexander County, N.C. is/are certified to be correct. This 18 day of March, A.D., 1991 at 9:48 A.M. and recorded in Book 1707 at Page 387.

Filed
Ruth Mackie, REGISTER OF DEEDS FOR Catawba COUNTY

By Ruth Mackie, Deputy/Assistant-Register of Deeds.

WEB

STATE OF NORTH CAROLINA)
County of Burke)

KNOW ALL MEN BY THESE PRESENTS, That Pink Winkler of said County and State, in consideration of the premises, and of the sum of One Dollar to him in hand paid by the Southern Power Company, the receipt whereof is hereby acknowledged, do hereby grant unto the said Southern Power Company, its successors and assigns the right priviledge and easement to go in andupon that tract of land, situated in said County and State, bounded by lands of Mrs Martha Winkler Settelmyre MrsEdna Huffman, G.W.Winkler and others and to construct and maintain in, upon, and through said premises, in a proper manner, with poles, towers wires, and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at alll times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; together with the right to cut away and keep clear of said lines all trees and other obstructions that may in any way endanger the proper operation of the same

IN WITNESS WHEREOF, the said Pink Winkler does hereunto set his hand and seal this 6th day of June, 1924

Pink Winkler (Seal)

Witnesses

W.P.Winkler

Mrs M.E.Winkler

E.M.Asbury

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The due execution of the within instrument was this day duly proven before me by the oath and examination of E.M.Asbury a subscribing witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 9th day of June 1924.

Jas.S.Sease Notary Public

Mecklenburg County N.C.

My com. expires June 18,1925

STATE OF NORTH CAROLINA

COUNTY OF BURKE

The foregoing certificate of Jas. S.Sease N.Pl in and for the county of Mecklenburg and state aforesaid is adjudged to be correct and in due form, and according to law. Let the foregoing instrument and certificate be registered.

Witness my hand and official seal, this 11th day of June,1924.

Butler Giles Clerk Superior /Court

County of Burke

Filed for registration June 10th1924 at 8 o'clock a.m.

Registered June 11th,1924 at 3p.m.

Bertie May Moss

Register of Deeds Burke County

STATE OF NORTH CAROLINA)
:
COUNTY OF CATAWBA)

AN ORDINANCE GRANTING A FRANCHISE TO DUKE POWER COMPANY TO CONSTRUCT AND MAINTAIN ITS LINES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY ALONG, OVER AND UNDER THE HIGHWAYS AND STREETS OF THE CITY OF HICKORY, STATE OF NORTH CAROLINA, AND TO CONDUCT AND CARRY ON WITHIN THE CITY OF HICKORY, THE BUSINESS AUTHORIZED BY AND UNDER THE TERMS OF THE CHARTER OF DUKE POWER COMPANY.

SECTION 1. Be it ordained by the Mayor and City Council, of the City of Hickory, in the County of Catawba, State of North Carolina, that assent and permission be and the same hereby is given and granted unto Duke Power Company, its successors and assigns, to lay, plant, extend, construct, build, erect, maintain, repair and remove its lines, poles, wires, appliances, conductors, fixtures and other materials for the conducting, conveying, transmission and distribution of power by electricity and for communication purposes upon, over, along and under all highways, roads, streets, avenues, sidewalks, alleys, lanes, bridges and other public places now laid out or in use and all public places that hereafter may be laid out or put into use within or near the City of Hickory, and to do all acts necessary or helpful for those purposes; and assent and permission is hereby given and granted to Duke Power Company, its successors and assigns to exercise all powers, rights and privileges which Duke Power Company under and by the terms of its charter, or otherwise is authorized, empowered or permitted to conduct, carry on, exercise, do or transact including, without limitation, the power, right and privilege to use, lease, sell, convey and transmit power by electricity for manufacturing, lighting, heating, motive power or other purpose or purposes and for communications and the doing of an electrical business generally.

SECTION 2. All poles used by Duke Power Company shall be erected under the supervision and direction of the Department of Public Works of the City of Hickory and they shall be located so as not to unreasonably interfere with the public use of said highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges or other public places or to endanger the property or person of the citizens of the City. All highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges and other public places that may be disturbed or damaged in the construction or maintenance of said poles shall be promptly repaired or replaced by Duke Power Company at its own expense. In case Duke Power Company shall fail to so repair or replace said highways, roads, streets, avenues, lanes, sidewalks, alleys, bridges or other public places within fifteen days after receipt of written notice from the Department of Public Works, the same may be repaired or replaced by the City, and in such event, Duke Power Company shall pay to the City the costs of such repair or replacement.

SECTION 3. Duke Power Company shall be subject to any ordinance of the City applicable to the use by Duke Power Company of the highways, roads, streets, avenues, lanes, sidewalks, alleys, bridges or other public places within the City.

SECTION 4. Duke Power Company shall hold the City free and harmless from all damages or claims for damages arising by reason of the negligent construction or maintenance of its lines, poles, wires, appliances, fixtures, conductors and other materials.

SECTION 5. The powers, rights and privileges above set forth are granted for the term of sixty (60) years effective immediately upon the adoption of this Ordinance by the City Council of the City of Hickory as provided by law.

This Ordinance was passed by a majority vote of the City Council of the City of Hickory at the regular meeting of the City Council of the City of Hickory, North Carolina, on the _____ day of _____, 1989, and was again passed by a majority vote of the City Council of the City of Hickory for a second time at the regular meeting of the City Council held in the City of Hickory, North Carolina, on the ____ day of _____, 1989.

ATTEST: (City Seal)

_____ City Clerk

_____ Mayor of City of Hickory

MEMORANDUM

FORM 847

DATE April 6, 1977

RECEIVED APR 8 1977

TO Mr. Keith A. Arledge

ADDRESS

FROM R. E. Abercrombie

SUBJECT Hickory Charter

Charlie Dixon, local attorney, furnished me with the attached three pages from the "1961 - Session Laws" which pertain to the last revision and reorganization of the Charter of the City of Hickory. The complete revision is contained on pages 451 through 484 of the "1961 - Session Laws". However, only pages 451, 470 and 477 are attached since they pertain directly to taxation and utility regulation.

It is Charlie Dixon's opinion that the City can renew our franchise to retain the 3/4 of 1% gross receipt tax since it was in effect before the law was changed in 1949. He does not feel the City will overlook this.

In 1976 all ordinances, laws, codes, and City Charter were placed in book form for easy reference. The City of Hickory has these for sale for $100.00 bound or $85.00 unbound.

REA:ghh

Enclosure

CC: JW Lewis

Exhibit VIII.I

Sec. 7. This Act shall be in full force and effect from and after its ratification.

In the General Assembly read three times and ratified, this the 2nd day of May, 1961.

CHAPTER 322

H. B. 449

AN ACT TO EXTEND THE TERMS OF OFFICE OF CERTAIN MEMBERS OF THE BOARD OF EDUCATION OF GASTON COUNTY.

The General Assembly of North Carolina do enact:

Section 1. The terms of office of D. L. Friday and Ray Craig as members of the Board of Education of Gaston County, appointed by the provisions of Chapter 146 of the Session Laws of 1961, ratified March 31, 1961, for four-year terms, are hereby extended to terms of six years each.

Sec. 2. All laws and clauses of laws in conflict with this Act are hereby repealed.

Sec. 3. This Act shall be in full force and effect from and after its ratification.

In the General Assembly read three times and ratified, this the 2nd day of May, 1961.

CHAPTER 323

H. B. 476

AN ACT TO REVISE AND REORGANIZE THE CHARTER OF THE CITY OF HICKORY.

The General Assembly of North Carolina do enact:

Section 1. The Charter of the City of Hickory is hereby revised and reorganized to read as follows:

"THE CHARTER OF THE CITY OF HICKORY

"CHAPTER 1. ORGANIZATION AND POWERS

SUBCHAPTER A. INCORPORATION: CORPORATE POWERS AND THEIR EXERCISE

Sec. 1.01. Incorporation and Corporate Powers. The City of Hickory shall continue to be a body politic and corporate by the name of "City of Hickory". Under that name the city shall continue to be vested with all of the property and rights of property which now belong to the corporation; shall have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold such property, real and personal, as may be devised, bequeathed, sold or in any manner conveyed or dedicated to or otherwise acquired by it, and from time to time may hold or invest, sell, or dispose of the same; may have a common seal and alter and renew the same at will and shall have and may exercise in conformity with this Charter all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

(4) Submit to the city council through the city manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the city; and, in addition,

(5) Perform all functions and duties, and exercise all powers, provided for by general law for this office. If any such functions, duties or powers conflict with those prescribed by paragraphs (1) through (4) of this subsection, the provisions of said paragraphs shall prevail.

Sec. 4.42. Application of Municipal Fiscal Control Act. Subject to the provisions of this Charter, all of the provisions of the Municipal Fiscal Control Act (now codified as Article 33 of G. S. Chapter 160) may, by ordinance, be applied to the City of Hickory.

ARTICLE 2. TAXATION

Sec. 4.51. General Authority to Levy and Collect Taxes. To raise revenue for defraying expenses incident to the proper government of the city, the council may annually levy and collect (1) an ad valorem tax on real and personal property (including intangible property not exempt from taxation) and on all other property subject to ad valorem tax; (2) a tax on all businesses, trades, professions, avocations, and franchises, carried on or enjoyed within the city, as permitted by general law; and (3) any other taxes permitted by general law.

Sec. 4.52. Levy, Collection and Payment of Ad Valorem Property Taxes.

(a) Except as otherwise herein provided, ad valorem property taxes shall be imposed and collected in the manner provided by general law.

(b) Ad valorem property taxes shall become due and payable on the date provided by general law, and interest shall be charged for late payment in the amounts and during the periods covered by general law. In the discretion of the city council a discount of two per cent, and none other, may be allowed for prepayment of taxes at any time before September first next preceding the date when due.

Sec. 4.53. Additional Remedies for Collection of Privilege License Taxes. In addition to any other civil or criminal remedy available to enforce the collection of privilege license taxes, the city may employ the remedies of levy upon personal property, attachment and garnishment, in the manner of and subject to the limitations provided in G. S. 105-385 (c) through (g).

SUBCHAPTER D. PERSONNEL

ARTICLE 1. HIRING AND FIRING

Sec. 4.71. Appointment and Removal of Department Heads and Employees. (a) Except as is otherwise provided in this Charter, heads of departments shall be appointed by the city council for a term of one year from a list of recommended appointees submitted by the city manager. If the city council is unable or refuses to appoint from the list so furnished it shall call on the city manager for other such lists.

(b) The city manager shall have power to suspend, fine, and dismiss any head of a department in the interest of discipline; but any officer, appointed or elected by the city council to a position in said department,

who has been suspen
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ARTICLE 2.

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SUBCHAP

ARTICLE
PRO

Sec. 4.101. Con
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Sec. 4.102. Cont
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acting for the city

ARTICLE 2

Sec. 4.111. Sale
any real estate whi
may be sold by the

to orders thus given, nor shall the city, the mayor, the city manager, the council member or the fire chief be held liable, civilly or criminally, for the giving of such orders or for damages to property ordered destroyed.

ARTICLE 3. ULTIMATE STREET IMPROVEMENTS

Sec. 5.81. Ultimate Street Improvements Law Made Applicable to City of Hickory. Chapter 156 of the N. C. Private Laws of 1927 (concerning ultimate street improvements), as the same may be amended from time to time, shall apply to the City of Hickory.

SUBCHAPTER E. PUBLIC HEALTH REGULATIONS

Sec. 5.91. Regulation of Burials, Crematories and Cemeteries. The city council may regulate burial grounds, crematories and cemeteries, and may prohibit burials within the city limits, if deemed advisable or if found necessary to protect the public health.

SUBCHAPTER F. UTILITY REGULATION

Sec. 5.111. Public Utility Franchises. (a) The city council may grant franchises for any public utility in the manner provided by law. (b) Franchises granted hereunder: (1) Shall extend for such periods as the council may determine, not to exceed sixty years, and may be renewable;

(2) Shall be revocable at the will of the council for violation of their terms and conditions;

(3) Notwithstanding any other provision of law, shall, if they pertain to the streets, sidewalks, or other public grounds or places in the city, be separately taxable or subject to separate payments in lieu of taxes or in return for the use of streets, etc., such taxes or payments to be in addition to all other taxes. No taxes or payments may be required under this paragraph, in the aggregate, in excess of the comparable amounts that were imposed and collected on or before January 1, 1947;

(4) May not be transferred without the approval of the council;

(5) May contain such provisions, consistent with the General Statutes relating to the jurisdiction of the State Utilities Commission, as the council deems proper concerning service, facilities, maintenance, operation, rates, accounting, reports and other matters; and

(6) May reserve to the city the right to purchase the utility properties covered by the franchise upon such terms (including price) as may be provided for by the franchise, but in no event shall the value of the franchise be considered in determining the purchase price.

CHAPTER VI. CITY SERVICES AND FACILITIES

SUBCHAPTER A. ESTABLISHMENT AND MAINTENANCE OF SERVICES AND FACILITIES

ARTICLE 1. ROADS AND STREETS

Sec. 6.01. Authority to Close Public Alleys and to Condemn Property for the Purpose. (a) The city council shall have authority to close any public alleys that it may deem advisable. Before such action is taken, a public hearing shall be held upon notice to the adjoining property owners.

W. J. Bowman
Please see me
GWF

DUKE POWER COMPANY

P. O. BOX 33189
CHARLOTTE, N. C. 28242

HENRY L. CRANFORD
VICE PRESIDENT
~~CENTRAL DIVISION~~

TELEPHONE
1-(704) 373-4833

August 26, 1980

Mr. George W. Ferguson, Jr.

As our "old" Hickory franchise expert, it will be appreciated if you will review

(1) our expired franchise which provided for added tax and possible acquisition of our system. (copy attached)

(2) the 1913 Hickory charter that makes it mandatory that franchises include an acquisition statement. (copy attached)

(3) the 1961 - Session laws which perhaps provide that an acquisition statement is not mandatory. (copy attached)

Legally, are we in a position to seek a new franchise without an added tax provision and without the acquisition statement?

N Yes Yes

Henry L. Cranford

cc: Mr. D. W. Booth

RECEIVED
AUG 27 1980
W. J. BOWMAN, JR.

MATCH SHEET 2

MATCH SHEET 3

SAFETYFirst

USP: 36496294 - 100T - CBA 8th Av and 8th Av Lodo NW
USP: 13241209
USP: 39087729 - Red -20-300 Block of 17th St NW
USP:
USP:

Safety Reminders / Adverse Conditions

Environmental Heart Leaf Plants

Work Zone General Comments: Double click to edit

Two Lane Traffic In Curve

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

Work Order Number	37280311
Customer Lead	Kevin Greer-City of Hky
Contact Phone	828-244-8218
Job Site Address	2500 Clement Blvd
City	Hickory
County	Burke / Catawba
State, Zip	28601
Designer	Fred Liles
Designer Phone	828-850-2171 mobile

DUKE ENERGY.

SHEET 2- ref sht5

Exhibit VIII.I.

Exhibit VIII.I.

Safety Reminders / Adverse Conditions
REMEMBER: Work zone area conditions may have changed for the job! Everyone is responsible for verifying the above safety information is correct prior to dig work being performed each day.
SAFETY First
USIP:
USIP:
USIP:
USIP:
USIP:
Work Zone General Comments: Double click to edit
DUKE ENERGY.
SHEET 4 -Ref Sht 8
XCEL FITNESS
RESURRECTION CHURCH
NO CONFLICT
PEPSI-COLA
GASTON COUNTY
CATAWBA COUNTY

SHEET 8
SHEET 5 - Ref Sht9
SAFETYfirst
Safety Reminders / Adverse Conditions
Work Zone General Comments: Double click to edit
Lane Closure Lane Highway
Working on Side of Hwy
Fred Lyles
DUKE ENERGY.
WAFFLE HOUSE
13TH AVE DR NW
KAWASAKI
PS4
T - SPACE 09 2/0
16
15
14
13
12
11

Exhibit VIII.1.

Exhibit VIII.I.

Highway Relocation Program
Duke Energy Carolinas
4690 Simms Creek Road
Raleigh NC 27616
Highway.Relocation@Duke-Energy.com

September 9, 2020

City of Hickory
Attn.: Kevin Greer
C/C: patrickjones@telics.com ;cwdrewery@ncdot.gov
76 N Center Street
Hickory, NC 28601

RE:	DOT WBS#:	48927.1.1- Phase 2
	TIP:	EB-6038
	Company Project #:	MX5254509
	County:	Catawba
	Location / State:	Hickory, NC
	Proj Requirements:	Utility Relocation Agreement; Actual Cost Billing; Non-Betterment Work
	Proj Description:	Relocate DE company facilities out of the way of City of Hickory's, Phase 2, Main Av, 11th Street NW to Old Lenoir Road.

Attached are copies of our detailed estimate in the amount of $486,121.33 and our relocation design drawing covering our proposed relocation of Duke Energy's facilities in conflict with this project. This estimate is valid for 90 days and is based on the design as shown on the attached drawings. Estimates may be revised due to change in scope or if right of way is not obtained. The estimate will be updated if the authorization to proceed is received after the 90 day deadline.

If you find this estimate in order, please authorize us to proceed with this work and upon completion thereof, to bill the government customer per the project requirements located at the top of this letter. If you have any questions related to this agreement, plans, estimate, or final invoice please contact one of the following:

Fred Liles, Designer at Fred.Liles@duke-energy.com or 828-323-2373
Cory Hamlin, Lead Designer at Cory.Hamlin@duke-energy.com or 704-996-9403
Stephen Brown, Program Manager at Stephen.Brown@duke-energy.com or 336-408-6029

Please return the signed agreement to highway.relocation@duke-energy.com.

Sincerely,

Stephen Brown

Stephen Brown
Highway Relocation Program Manager
Duke Energy

SB:loj

Cc. Fred Liles, Fred.Liles@duke-energy.com
Cory Hamlin, Cory.Hamlin@duke-energy.com

Utility Relocation Agreement
City of Hickory – 48927.1.1, EB-6038- Phase 2
Duke Energy Carolinas Project Number MX5254509
County: Burke / Catawba State: NC

This agreement made this_____ day of_____ , 2020, by and between City of Hickory , hereinafter referred to as MUNICIPALITY and Duke Energy Carolinas, LLC, hereinafter referred to as the COMPANY. The MUNICIPALITY and Company acknowledge that this Agreement and any Agreement amendment documents requiring signatures may be transmitted electronically. MUNICIPALITY and Company stipulate that if this Agreement is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original.

W I T N E S S E T H:

THAT WHEREAS, MUNICIPALITY, will submit a project for construction as follows: relocate electric distribution facilities to accommodate City of Hickory 48927.1.1 and Tip number EB-6038 Street Improvements, Phase 2, Main Av NW, 11th Street NW to Old Lenoir Road, Catawba County.

WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY: See attached Drawing.

NOW, THEREFORE, In order to facilitate the orderly and expeditious relocation of the said facilities of the COMPANY, MUNICIPALITY and the COMPANY have agreed as follows:

1. That any work performed under this agreement shall comply with the NCDOT "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITITES ON HIGHWAY RIGHT OF WAY", dated January 1, 1975 and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such agreements thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement

not in compliance with FAPG shall constitute unauthorized work and MUNICIPALITY shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

2. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials, and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including itemization of appropriate credits for salvage and betterment's, all in sufficient detail to provide MUNICIPALITY, a reasonable basis for analysis. Unit cost, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the MUNICIPALITY's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. There are no costs for changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, or its contractor. The attached estimate is valid for 90 days and is based on design shown in the attached drawings. The estimates will be updated and an amendment to the original Utility Relocation Agreement may be initiated if the scope of the project changes (causing cost to exceed original estimate) or new right of way cannot be obtained (causing a delay in the relocation construction).

3. That MUNICIPALITY's authority, obligation, or liability to pay for relocations as set forth in the agreement is based on the COMPANY having a right of occupancy in its existing location by reason of holding the fee, as easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

___X_____ BY COMPANY's REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

____ X___ BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

_____ BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

6. a. It is contemplated by the parties hereto that the construction of this MUNICIPALITY project is in progress.

b. Based on the best information available at the present time to the COMPANY, indicated applicable paragraph, below:

_____ Materials are available and it is expected that work will be complete prior to road construction.

_____ All work will take place during MUNICIPALITY construction and arrangements for said work will be coordinated with MUNICIPALITY construction operations at pre-construction conference.

__X____ Work will begin promptly upon notification by MUNICIPALITY; however, it is not expected to be complete prior to road construction, any remaining work will be coordinated with MUNICIPALITY construction operation at pre-construction conference.

_Other (Specify)_____

_____

_____

7. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

a. ___X___ Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

b. _____ Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by MUNICIPALITY.

c. _____On a lump -sum basis where the estimated cost to the MUNICIPALITY does not exceed $100,000.00, Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

8. Indicate If (a), (b), or (c) applicable:

a. __X__That the replacement facility is not of greater functional capacity or capability than the one it replaces, end includes no COMPANY betterments.

b. _____That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.

c. _____That the replacement facility is other than a segment of the COMPANY'S service, distribution, or transmission lines, such as a building, pumping station, ration plant, power plant or substation, production or transfer of storage facilities and other similar operating units of the COMPANY's physical plant or operating facilities,

If (c) is applicable, set forth credit to the project for the accrued depreciation of the facility being replaced.

9. That the total estimated cost of the work proposed herein, including all cost to the COMPANY less any credit for salvage, to complete the project is estimated to be _____ $ $486,121.01

The estimated non-betterment cost to MUNICIPALITY , including all cost less any credits for salvage, betterment and additional work done by the COMPANY will be _____ $ $486,121.01

The estimated cost to the COMPANY including betterments and any additional work done by the COMPANY will be _____ $ 0.00

(The above costs shall be supported by attached estimate and plans)

10. That in the event it is determined there are changes in the Agreement's scope of work which require additional work be conducted by COMPANY under this Agreement, then COMPANY's reimbursement shall be limited to all costs covered by either a modification of this Agreement or by a written change order or extra work order approved by MUNICIPALITY (collectively, a "Change Order"); provided, however MUNICIPALITY shall not unreasonably refuse its consent to such Change Order.

11. Periodic progress billings of incurred costs will be made by the COMPANY to MUNICIPALITY not to exceed monthly intervals for no less than $3,000.00 each; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. One final and detailed

complete billing of all cost shall be made by the COMPANY to MUNICIPALITY at the earliest practicable date after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

12. That MUNICIPALITY shall have the right to inspect non-reusable materials of the COMPANY recovered on this project prior to disposal by sale or scrap.

13. That MUNICIPALITY shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

14. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the roadway within the roadway right of way limits in accordance with the mandate of the Statute and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

15. That if, in the future, it becomes necessary due to roadway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at the expense of the requesting party that are crossing or otherwise occupying roadway right of way, the non-betterment cost of same will be that of the requestor.

16. That if, at any time, the MUNICIPALITY shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to MUNICIPALITY.

17. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within roadway right of way.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

City of Hickory

BY:_____

City of Hickory Engineer

Approved as to form

Annita M Duke

City of Hickory – Legal Dept.

DUKE ENERGY CAROLINAS, LLC

BY: Stephen Brown

Program Manager

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

City of Hickory
Finance Officer

STATE OF NORTH CAROLINA)
:
COUNTY OF CATAWBA)

AN ORDINANCE GRANTING A FRANCHISE TO DUKE POWER COMPANY TO CONSTRUCT AND MAINTAIN ITS LINES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY ALONG, OVER AND UNDER THE HIGHWAYS AND STREETS OF THE CITY OF HICKORY, STATE OF NORTH CAROLINA, AND TO CONDUCT AND CARRY ON WITHIN THE CITY OF HICKORY, THE BUSINESS AUTHORIZED BY AND UNDER THE TERMS OF THE CHARTER OF DUKE POWER COMPANY.

SECTION 1. Be it ordained by the Mayor and City Council, of the City of Hickory, in the County of Catawba, State of North Carolina, that assent and permission be and the same hereby is given and granted unto Duke Power Company, its successors and assigns, to lay, plant, extend, construct, build, erect, maintain, repair and remove its lines, poles, wires, appliances, conductors, fixtures and other materials for the conducting, conveying, transmission and distribution of power by electricity and for communication purposes upon, over, along and under all highways, roads, streets, avenues, sidewalks, alleys, lanes, bridges and other public places now laid out or in use and all public places that hereafter may be laid out or put into use within or near the City of Hickory, and to do all acts necessary or helpful for those purposes; and assent and permission is hereby given and granted to Duke Power Company, its successors and assigns to exercise all powers, rights and privileges which Duke Power Company under and by the terms of its charter, or otherwise is authorized, empowered or permitted to conduct, carry on, exercise, do or transact including, without limitation, the power, right and privilege to use, lease, sell, convey and transmit power by electricity for manufacturing, lighting, heating, motive power or other purpose or purposes and for communications and the doing of an electrical business generally.

SECTION 2. All poles used by Duke Power Company shall be erected under the supervision and direction of the Department of Public Works of the City of Hickory and they shall be located so as not to unreasonably interfere with the public use of said highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges or other public places or to endanger the property or person of the citizens of the City. All highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges and other public places that may be disturbed or damaged in the construction or maintenance of said poles shall be promptly repaired or replaced by Duke Power Company at its own expense. In case Duke Power Company shall fail to so repair or replace said highways, roads, streets, avenues, lanes, sidewalks, alleys, bridges or other public places within fifteen days after receipt of written notice from the Department of Public Works, the same may be repaired or replaced by the City, and in such event, Duke Power Company shall pay to the City the costs of such repair or replacement.

SECTION 3. Duke Power Company shall be subject to any ordinance of the City applicable to the use by Duke Power Company of the highways, roads, streets, avenues, lanes, sidewalks, alleys, bridges or other public places within the City.

SECTION 4. Duke Power Company shall hold the City free and harmless from all damages or claims for damages arising by reason of the negligent construction or maintenance of its lines, poles, wires, appliances, fixtures, conductors and other materials.

SECTION 5. The powers, rights and privileges above set forth are granted for the term of sixty (60) years effective immediately upon the adoption of this Ordinance by the City Council of the City of Hickory as provided by law.

This Ordinance was passed by a majority vote of the City Council of the City of Hickory at the regular meeting of the City Council of the City of Hickory, North Carolina, on the _____ day of _____, 1989, and was again passed by a majority vote of the City Council of the City of Hickory for a second time at the regular meeting of the City Council held in the City of Hickory, North Carolina, on the ____ day of _____, 1989.

ATTEST: (City Seal)

_____ City Clerk

_____ Mayor of City of Hickory

MEMORANDUM

FORM 847

DATE April 6, 1977

RECEIVED APR 8 1977

TO Mr. Keith A. Arledge

ADDRESS

FROM R. E. Abercrombie

SUBJECT Hickory Charter

Charlie Dixon, local attorney, furnished me with the attached three pages from the "1961 - Session Laws" which pertain to the last revision and reorganization of the Charter of the City of Hickory. The complete revision is contained on pages 451 through 484 of the "1961 - Session Laws". However, only pages 451, 470 and 477 are attached since they pertain directly to taxation and utility regulation.

It is Charlie Dixon's opinion that the City can renew our franchise to retain the 3/4 of 1% gross receipt tax since it was in effect before the law was changed in 1949. He does not feel the City will overlook this.

In 1976 all ordinances, laws, codes, and City Charter were placed in book form for easy reference. The City of Hickory has these for sale for $100.00 bound or $85.00 unbound.

REA:ghh

Enclosure

CC: JW Lewis

Sec. 7. This Act shall be in full force and effect from and after its ratification.

In the General Assembly read three times and ratified, this the 2nd day of May, 1961.

CHAPTER 322

H. B. 449

AN ACT TO EXTEND THE TERMS OF OFFICE OF CERTAIN MEMBERS OF THE BOARD OF EDUCATION OF GASTON COUNTY.

The General Assembly of North Carolina do enact:

Section 1. The terms of office of D. L. Friday and Ray Craig as members of the Board of Education of Gaston County, appointed by the provisions of Chapter 146 of the Session Laws of 1961, ratified March 31, 1961, for four-year terms, are hereby extended to terms of six years each.

Sec. 2. All laws and clauses of laws in conflict with this Act are hereby repealed.

Sec. 3. This Act shall be in full force and effect from and after its ratification.

In the General Assembly read three times and ratified, this the 2nd day of May, 1961.

CHAPTER 323

H. B. 476

AN ACT TO REVISE AND REORGANIZE THE CHARTER OF THE CITY OF HICKORY.

The General Assembly of North Carolina do enact:

Section 1. The Charter of the City of Hickory is hereby revised and reorganized to read as follows:

"THE CHARTER OF THE CITY OF HICKORY

"CHAPTER 1. ORGANIZATION AND POWERS

SUBCHAPTER A. INCORPORATION: CORPORATE POWERS AND THEIR EXERCISE

Sec. 1.01. Incorporation and Corporate Powers. The City of Hickory shall continue to be a body politic and corporate by the name of "City of Hickory". Under that name the city shall continue to be vested with all of the property and rights of property which now belong to the corporation; shall have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold such property, real and personal, as may be devised, bequeathed, sold or in any manner conveyed or dedicated to or otherwise acquired by it, and from time to time may hold or invest, sell, or dispose of the same; may have a common seal and alter and renew the same at will and shall have and may exercise in conformity with this Charter all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

(4) Submit to the city council through the city manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the city; and, in addition,

(5) Perform all functions and duties, and exercise all powers, provided for by general law for this office. If any such functions, duties or powers conflict with those prescribed by paragraphs (1) through (4) of this subsection, the provisions of said paragraphs shall prevail.

Sec. 4.42. Application of Municipal Fiscal Control Act. Subject to the provisions of this Charter, all of the provisions of the Municipal Fiscal Control Act (now codified as Article 33 of G. S. Chapter 160) may, by ordinance, be applied to the City of Hickory.

ARTICLE 2. TAXATION

Sec. 4.51. General Authority to Levy and Collect Taxes. To raise revenue for defraying expenses incident to the proper government of the city, the council may annually levy and collect (1) an ad valorem tax on real and personal property (including intangible property not exempt from taxation) and on all other property subject to ad valorem tax; (2) a tax on all businesses, trades, professions, avocations, and franchises, carried on or enjoyed within the city, as permitted by general law; and (3) any other taxes permitted by general law.

Sec. 4.52. Levy, Collection and Payment of Ad Valorem Property Taxes.

(a) Except as otherwise herein provided, ad valorem property taxes shall be imposed and collected in the manner provided by general law.

(b) Ad valorem property taxes shall become due and payable on the date provided by general law, and interest shall be charged for late payment in the amounts and during the periods covered by general law. In the discretion of the city council a discount of two per cent, and none other, may be allowed for prepayment of taxes at any time before September first next preceding the date when due.

Sec. 4.53. Additional Remedies for Collection of Privilege License Taxes. In addition to any other civil or criminal remedy available to enforce the collection of privilege license taxes, the city may employ the remedies of levy upon personal property, attachment and garnishment, in the manner of and subject to the limitations provided in G. S. 105-385 (c) through (g).

SUBCHAPTER D. PERSONNEL

ARTICLE 1. HIRING AND FIRING

Sec. 4.71. Appointment and Removal of Department Heads and Employees. (a) Except as is otherwise provided in this Charter, heads of departments shall be appointed by the city council for a term of one year from a list of recommended appointees submitted by the city manager. If the city council is unable or refuses to appoint from the list so furnished it shall call on the city manager for other such lists.

(b) The city manager shall have power to suspend, fine, and dismiss any head of a department in the interest of discipline; but any officer, appointed or elected by the city council to a position in said department,

who has been suspen
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ARTICLE 2.

Sec. 4.81. Public
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SUBCHAPT

ARTICLE
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ARTICLE 2

Sec. 4.111. Sale
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may be sold by the

to orders thus given, nor shall the city, the mayor, the city manager, the council member or the fire chief be held liable, civilly or criminally, for the giving of such orders or for damages to property ordered destroyed.

ARTICLE 3. ULTIMATE STREET IMPROVEMENTS

Sec. 5.81. Ultimate Street Improvements Law Made Applicable to City of Hickory. Chapter 156 of the N. C. Private Laws of 1927 (concerning ultimate street improvements), as the same may be amended from time to time, shall apply to the City of Hickory.

SUBCHAPTER E. PUBLIC HEALTH REGULATIONS

Sec. 5.91. Regulation of Burials, Crematories and Cemeteries. The city council may regulate burial grounds, crematories and cemeteries, and may prohibit burials within the city limits, if deemed advisable or if found necessary to protect the public health.

SUBCHAPTER F. UTILITY REGULATION

Sec. 5.111. Public Utility Franchises. (a) The city council may grant franchises for any public utility in the manner provided by law. (b) Franchises granted hereunder: (1) Shall extend for such periods as the council may determine, not to exceed sixty years, and may be renewable;

(2) Shall be revocable at the will of the council for violation of their terms and conditions;

(3) Notwithstanding any other provision of law, shall, if they pertain to the streets, sidewalks, or other public grounds or places in the city, be separately taxable or subject to separate payments in lieu of taxes or in return for the use of streets, etc., such taxes or payments to be in addition to all other taxes. No taxes or payments may be required under this paragraph, in the aggregate, in excess of the comparable amounts that were imposed and collected on or before January 1, 1947;

(4) May not be transferred without the approval of the council;

(5) May contain such provisions, consistent with the General Statutes relating to the jurisdiction of the State Utilities Commission, as the council deems proper concerning service, facilities, maintenance, operation, rates, accounting, reports and other matters; and

(6) May reserve to the city the right to purchase the utility properties covered by the franchise upon such terms (including price) as may be provided for by the franchise, but in no event shall the value of the franchise be considered in determining the purchase price.

CHAPTER VI. CITY SERVICES AND FACILITIES

SUBCHAPTER A. ESTABLISHMENT AND MAINTENANCE OF SERVICES AND FACILITIES

ARTICLE 1. ROADS AND STREETS

Sec. 6.01. Authority to Close Public Alleys and to Condemn Property for the Purpose. (a) The city council shall have authority to close any public alleys that it may deem advisable. Before such action is taken, a public hearing shall be held upon notice to the adjoining property owners.

W. J. Bowman
Please see me
SWB

DUKE POWER COMPANY
P. O. BOX 33189
CHARLOTTE, N. C. 28242

HENRY L. CRANFORD
VICE PRESIDENT
~~CENTRAL DIVISION~~

TELEPHONE
1-(704) 373-4833

August 26, 1980

Mr. George W. Ferguson, Jr.

As our "old" Hickory franchise expert, it will be appreciated if you will review

(1) our expired franchise which provided for added tax and possible acquisition of our system. (copy attached)

(2) the 1913 Hickory charter that makes it mandatory that franchises include an acquisition statement. (copy attached)

(3) the 1961 - Session laws which perhaps provide that an acquisition statement is not mandatory. (copy attached)

Legally, are we in a position to seek a new franchise without an added tax provision and without the acquisition statement?

N Yes Yes

Henry L. Cranford

cc: Mr. D. W. Booth

RECEIVED
AUG 27 1980
W. J. BOWMAN, JR.

✓Return to: Duke Power Company
Hickory, N.C.
Form 00218 (5-87)

FILED
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20620
REGISTER OF DEEDS
CATAWBA CO., N.C.

Project No. 474101912
Drawn By Mark Howard

STATE OF NORTH CAROLINA
COUNTY OF Catawba

BOOK 1670 PAGE 21

KNOW ALL MEN BY THESE PRESENTS, That Century Furniture Company

hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, does hereby grant unto DUKE POWER COMPANY, its successors and assigns, hereinafter called "Grantee", the right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, bounded by lands of:

N: Hyalyn Porcelain
S: Welch Moving Systems
E: 3rd Ave. Dr. NW
W: 12th St. Dr. NW

and over and across said premises within a right-of-way strip having a width of 10 feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to (check applicable):

☐ construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other necessary apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; to remove from the right of way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right of way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right of way strip; and to install guy wires and anchors extending beyond the limits of the right of way strip when determined necessary by Grantee.

☒ construct, maintain and operate underground lines and conduits with other necessary apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right of way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Plan, NCUC Docket E-7, Sub 421, receipt of a copy of which is acknowledged by grantor.

This right-of-way is given to permit the construction of electrical facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement. The foregoing notwithstanding, Grantee may relocate its electrical facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement.

LOCATION: 127N, TL 3RD AVE. NW, TL 2ND AVE. NW,
TR 12TH ST. DR. NW, CENTURY FURNITURE ON RIGHT.

✓ Return to:
Duke Power Company
Form 00218 (5-87) Hickory, N.C.

FILED
SMITH MACKIE
'90 JUN 7 AM 9 14
20625
REGISTER OF DEEDS
CATAWBA CO., N.C.

Project No. 474101912
Drawn By Mark Howard

STATE OF NORTH CAROLINA
COUNTY OF Catawba

BOOK 1670 PAGE 19

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N: Hyalyn Porcelain
S: Welch Moving Systems
E: 3rd Ave Dr. NW
W: 12th St. Dr. NW

and over and across said premises within a right-of-way strip having a width of 25 feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to (check applicable):

☒ construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other necessary apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; to remove from the right of way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right of way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right of way strip; and to install guy wires and anchors extending beyond the limits of the right of way strip when determined necessary by Grantee.

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LOCATION: 127N, TL 3RD AVE NW, TL 2ND AVE NW,
TR 12TH ST. DR. NW, CENTURY FURNITURE ON RIGHT--

CU Estimate
Project Estimation By Compatible Unit

Workorder: 35254509

Work Order Desc: Hky City-48927.1.1, EB-6038,Ph2 Mn Av to Old Lenior Rd

Estimate: 5129942

Designer: Liles, Fred Junior

I	15	ANCH-PISA-SM-C	Anchor Power Installed Screw Anchor Small	$468.89	$736.85	$0.00	$0.00	$0.00	$0.00
I	3	ARM-DBL-8-WD-WB-C	Crossarm Double 8ft wood with braces	$309.69	$376.75	$0.00	$0.00	$0.00	$0.00
I	12	ARM-SDE-10-FBG-NB-C	Crossarm Single Deadend 10ft fiberglass no braces	$2,967.96	$1,016.28	$0.00	$0.00	$0.00	$0.00
I	16	ARM-SDE-8-FBG-NB-C	Crossarm Single 8ft fiberglass no braces	$2,804.58	$1,350.30	$0.00	$0.00	$0.00	$0.00
I	2	ARM-SGL-8-WD-WB-C	Crossarm Single 8ft wood with braces	$102.72	$166.22	$0.00	$0.00	$0.00	$0.00
I	9	BKT-EM-ARM-1P-STL-MD-C	Bracket Equipment Mount Arm Single Phase Steel Medium	$53.88	$425.04	$0.00	$0.00	$0.00	$0.00
I	3	BKT-EM-ARM-1P-STL-SM-C	Bracket Equipment Mount Arm Single Phase Steel Small	$15.63	$141.68	$0.00	$0.00	$0.00	$0.00
I	7	BKT-EM-POLE-1P-FG-C	Bracket Equipment Mount Pole Single Phase Fiberglass	$182.42	$332.43	$0.00	$0.00	$0.00	$0.00
I	14	BKT-INSL-POST-PTOP-STL-C	Bracket insulator pole top Steel	$177.82	$687.78	$0.00	$0.00	$0.00	$0.00
I	4	BKT-TF-CLUST-3POS-WING-AL-C	Bracket Transformer Cluster Three Position Aluminum for 3-167 kVA	$632.92	$392.60	$0.00	$0.00	$0.00	$0.00
I	37399.03	CADD-CONTINGENCY-C	Custom Cost 10% Contingency	$0.00	$0.00	$0.00	$0.00	$37,399.03	$0.00
I	71334	CADD-FLAGGING-C	AWP Traffic Saftey Flagging	$0.00	$0.00	$0.00	$0.00	$71,334.00	$0.00
I	11700	CADD-MISC-C	Survey Pole Staking	$0.00	$0.00	$0.00	$0.00	$11,700.00	$0.00
I	3500	CADD-TREE-TRIM-C	R/W Clearing Tree Trimming	$0.00	$0.00	$0.00	$0.00	$3,500.00	$0.00
I	75	CLAMP-DE-MD-C	Clamp dead end 336-477	$936.91	$0.00	$0.00	$0.00	$0.00	$0.00
I	69	CLAMP-DE-SM-C	Clamp dead end 6-4/0	$789.74	$0.00	$0.00	$0.00	$0.00	$0.00
I	1	CLAMP-DE-WDG-MD-C	Clamp dead end wedge 1/0AL-2/0AL	$1.30	$1.58	$0.00	$0.00	$0.00	$0.00

CU Estimate
Project Estimation By Compatible Unit

I	1	CLAMP-MSPAN-TX-C	Clamp Midspan for triplex cable	$15.19	$74.40	$0.00	$0.00	$0.00	$0.00
I	2	COND-END-2IN-PVC-C	Conduit End 2in PVC	$2.40	$2.80	$0.00	$0.00	$0.00	$0.00
I	17	CONN-OH-HLC-2/0CU-8CUSOL-C	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap	$125.97	$0.00	$0.00	$0.00	$0.00	$0.00
I	1	CONN-OH-SPL-AUTO-1/0AL-C	Connector OH Splice Automatic 1/0AL	$6.35	$0.00	$0.00	$0.00	$0.00	$0.00
I	1	CONN-OH-SPL-AUTO-6ACWC-C	Connector OH Splice Automatic 6ACWC	$3.40	$0.00	$0.00	$0.00	$0.00	$0.00
I	9	CONN-OH-STRP-COMP-1/0AL-C	Connector OH Stirrup Compression 1/0AL-2AL Line	$38.34	$0.00	$0.00	$0.00	$0.00	$0.00
I	8	CONN-OH-STRP-COMP-336AL-C	Connector OH Stirrup Compression 336AL-4/0AL Line	$94.32	$0.00	$0.00	$0.00	$0.00	$0.00
I	6	CONN-OH-TF-STEM-4POS-500AL-C	Connector OH Transformer Stem 1/2in stud to 4 position single set	$73.72	$0.00	$0.00	$0.00	$0.00	$0.00
I	11	FUSE-CUTOUT-100-15KV-POLY-EQUIP-C	Fuse Cutout 100A 15kV polymer for use with equipment	$722.59	$1,184.04	$0.00	$0.00	$0.00	$0.00
I	6	FUSE-CUTOUT-100-15KV-POLY-LINE-C	Fuse Cutout 100 15KV Polymer	$394.14	$645.84	$0.00	$0.00	$0.00	$0.00
I	4	FUSE-LINK-10-D-C	Fuse Link 10 D	$19.16	$6.32	$0.00	$0.00	$0.00	$0.00
I	6	FUSE-LINK-100-T-C	Fuse Link 100 T	$27.24	$9.48	$0.00	$0.00	$0.00	$0.00
I	3	FUSE-LINK-3-D-C	Fuse Link 3 D	$7.95	$4.74	$0.00	$0.00	$0.00	$0.00
I	4	FUSE-LINK-5-D-C	Fuse Link 5 D	$11.40	$6.32	$0.00	$0.00	$0.00	$0.00
I	7	GND-POLE-6-C	Ground Pole #6 soft drawn copper	$69.72	$277.06	$0.00	$0.00	$0.00	$0.00
I	7	GND-ROD-OH-C	Ground Rod Overhead	$71.12	$299.18	$0.00	$0.00	$0.00	$0.00
I	26	GUY-DOWN-3/8IN-GALV-SGL-C	Guy Down Guy 3/8 in diameter Galvanized Single	$862.92	$2,592.98	$0.00	$0.00	$0.00	$0.00
I	29	GUY-HOOK-C	Guy Hook	$231.86	$0.00	$0.00	$0.00	$0.00	$0.00
I	15	GUY-INSL-7FT-FG-C	Guy Insulator 7ft Fiberglass	$216.45	$641.10	$0.00	$0.00	$0.00	$0.00
I	2	GUY-SPAN-3/8IN-GALV-ATTACH-C	Guy Span 3/8 in diameter Galvanized Attach	$14.90	$83.90	$0.00	$0.00	$0.00	$0.00
I	185	GUY-SPAN-3/8IN-GALV-WIRE-C	Guy Span 3/8 in diameter Galvanized Wire	$63.14	$351.43	$0.00	$0.00	$0.00	$0.00
I	1	GUY-SWLK-3/8IN-GALV-C	Guy Sidewalk 3/8 in diameter Galvanized	$125.02	$133.76	$0.00	$0.00	$0.00	$0.00
I	3	HDWR-DA-LG-22IN-GALV-C	Hardware Double Arming 3/4in diameter 22in long Galvanized Steel	$11.31	$4.75	$0.00	$0.00	$0.00	$0.00

I	32	HDWR-EYEBOLT-SM-10IN-GALV-C	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel	$96.32	$50.63	$0.00	$0.00	$0.00	$0.00
I	29	HDWR-EYEBOLT-SM-12IN-GALV-C	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel	$86.28	$45.89	$0.00	$0.00	$0.00	$0.00
I	21	HDWR-EYENUT-SM-GALV-C	Hardware Eye Nut 5/8in diameter Galvanized Steel	$25.20	$33.27	$0.00	$0.00	$0.00	$0.00
I	8	HDWR-LWASH-LG-GALV-C	Hardware Lock Washer 3/4in diameter Galvanized Steel	$3.92	$12.68	$0.00	$0.00	$0.00	$0.00
I	4	HDWR-LWASH-SM-GALV-C	Hardware Lock Washer 5/8in diameter Galvanized Steel	$0.76	$6.34	$0.00	$0.00	$0.00	$0.00
I	37	HDWR-MACH-LG-12IN-GALV-C	Hardware Machine Bolt 3/4in diameter 12in long Galvanized Steel	$64.75	$58.64	$0.00	$0.00	$0.00	$0.00
I	58	HDWR-MACH-LG-14IN-GALV-C	Hardware Machine Bolt 3/4in diameter 14in long Galvanized Steel	$114.04	$91.86	$0.00	$0.00	$0.00	$0.00
I	2	HDWR-MACH-LG-16IN-GALV-C	Hardware Machine Bolt 3/4in diameter 16in long Galvanized Steel	$6.04	$3.16	$0.00	$0.00	$0.00	$0.00
I	32	HDWR-MACH-SM-10IN-GALV-C	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel	$29.47	$50.66	$0.00	$0.00	$0.00	$0.00
I	7	HDWR-MACH-SM-12IN-GALV-C	Hardware Machine Bolt 5/8in diameter 12in long Galvanized Steel	$7.24	$11.09	$0.00	$0.00	$0.00	$0.00
I	2	HDWR-SP-SM-10IN-GALV-C	Hardware Spool Bolt 5/8in diameter 10in long Galvanized Steel	$6.88	$3.16	$0.00	$0.00	$0.00	$0.00
I	8	HDWR-SWASH-LG-GALV-CURVE-C	Hardware Square Washer 3/4in diameter Galvanized Steel curved	$5.56	$12.68	$0.00	$0.00	$0.00	$0.00
I	4	HDWR-SWASH-SM-GALV-CURVE-C	Hardware Square Washer 5/8in diameter Galvanized Steel curved	$2.78	$6.34	$0.00	$0.00	$0.00	$0.00
I	3	INSL-1RACK-SEC-PORC-C	Insulator One Wire Rack Secondary/Neutral Porcelain	$10.42	$82.32	$0.00	$0.00	$0.00	$0.00
I	119	INSL-DE/S-35KV-POLY-C	Insulator Dead End/Suspension 35kV Polymer	$1,853.63	$10,505.51	$0.00	$0.00	$0.00	$0.00
I	62	INSL-POST-25KV-PORC-TT-C	Insulator Post 25kV Porcelain Tie Top	$809.51	$3,484.19	$0.00	$0.00	$0.00	$0.00
I	5	INSL-SP-SEC-PORC-C	Insulator Spool Secondary/Neutral Porcelain	$3.06	$137.72	$0.00	$0.00	$0.00	$0.00
I	4	INSL-STUD-STL-10IN-THD-C	Insulator Stud Steel 5/8in by 10in Long Threaded	$21.92	$0.00	$0.00	$0.00	$0.00	$0.00
I	50	INSL-STUD-STL-7IN-THD-C	Insulator Stud Steel 5/8in by 7in Long Threaded	$127.04	$0.00	$0.00	$0.00	$0.00	$0.00
I	3	JUMP-1/0-AL-C	Jumper 1/0 AL	$2.89	$147.22	$0.00	$0.00	$0.00	$0.00
I	9	JUMP-2-AL-C	Jumper 2 AL	$5.79	$441.66	$0.00	$0.00	$0.00	$0.00
I	39	JUMP-336-AL-C	Jumper 336 AL	$106.21	$2,263.69	$0.00	$0.00	$0.00	$0.00

I	6	LEAD-EQ-2-CU-COVER-C	Lead Equipment 2 Copper Covered	$57.66	$0.00	$0.00	$0.00	$0.00	$0.00
I	11	LEAD-TF-6-CU-COVER-C	Lead Trans/Reg/Cap 6 Copper Covered	$38.39	$0.00	$0.00	$0.00	$0.00	$0.00
I	550	OADD-1MH-C	Safety Regulations	$0.00	$43,532.50	$0.00	$0.00	$0.00	$0.00
I	1	OLAB-METER-VERIFY-C	Labor OH Meter Verification	$0.00	$79.15	$0.00	$0.00	$0.00	$0.00
I	15	OLAB-WIRE-LAYOUT-MD-C	OH Labor Overhead Wire layout > 2/0 - 556 (per phase on pole)	$0.00	$1,883.75	$0.00	$0.00	$0.00	$0.00
I	15	OLAB-WIRE-LAYOUT-SM-C	OH Labor Overhead Wire layout up to 2/0 (per phase on pole)	$0.00	$1,467.45	$0.00	$0.00	$0.00	$0.00
I	1	OLAB-WIRE-LGT-RESAG-C	OH Labor Wire lighting resag (per span)	$0.00	$83.54	$0.00	$0.00	$0.00	$0.00
I	12	OLAB-WIRE-MX-RESAG-C	OH Labor Wire multiplex resag (per span)	$0.00	$797.84	$0.00	$0.00	$0.00	$0.00
I	5	OLAB-WIRE-RESAG-C	OH Labor Wire resag (per span)	$0.00	$142.47	$0.00	$0.00	$0.00	$0.00
I	1	POLE-WD-30-C6-C	Pole wood 30ft class 6	$68.71	$395.75	$0.00	$0.00	$0.00	$0.00
I	8	POLE-WD-45-C4-C	Pole wood 45ft class 4	$1,883.36	$4,476.72	$0.00	$0.00	$0.00	$0.00
I	8	POLE-WD-50-C3-C	Pole wood 50ft class 3	$2,367.44	$4,476.72	$0.00	$0.00	$0.00	$0.00
I	1	RISER-2IN-COND-3PC-C	Riser 2in Conduit 3-10ft sections	$26.16	$53.20	$0.00	$0.00	$0.00	$0.00
I	3	TF-OH-15-12KV-120/240V-1P-BNK-C	Transformer OH 15kVA 12.47GY/7.2 kV 120/240V Single Phase	$1,721.43	$1,676.40	$0.00	$0.00	$0.00	$0.00
I	3	TF-OH-25-12KV-120/240V-1P-BNK-C	Transformer OH 25kVA 12.47GY/7.2 kV 120/240V Single Phase	$1,754.13	$1,676.40	$0.00	$0.00	$0.00	$0.00
I	1	TF-OH-25-12KV-120/240V-1P-C	Transformer OH 25kVA 12.47GY/7.2 kV 120/240V Single Phase Mild Steel	$697.01	$558.80	$0.00	$0.00	$0.00	$0.00
I	3	TF-OH-50-12KV-138/240V-1P-BNK-C	Transformer OH 50kVA 12.47GY/7.2 kV 138V Single Phase Conventional	$2,674.77	$1,676.40	$0.00	$0.00	$0.00	$0.00
I	16	TIE-COMP-SM-COV-FNECK-C	Tie Composite 6-2	$167.55	$0.00	$0.00	$0.00	$0.00	$0.00
I	3	TIE-DSIDE-1/0-AL-FNECK-C	Tie Double Side 1/0 AL F Neck	$13.40	$0.00	$0.00	$0.00	$0.00	$0.00
I	41	TIE-HAND-4-AL-C	Tie Hand 4 AL	$18.31	$0.00	$0.00	$0.00	$0.00	$0.00
I	4	TIE-HAND-6-CU-C	Tie Hand 6 CU	$6.26	$0.00	$0.00	$0.00	$0.00	$0.00
I	4	TIE-SPOOL-1/0-AL-C	Tie Spool 1/0 AL	$8.57	$0.00	$0.00	$0.00	$0.00	$0.00
I	3	TIE-TOP-336-AL-FNECK-C	Tie Top 336 AL F Neck	$11.97	$0.00	$0.00	$0.00	$0.00	$0.00

I	20	WIRE-LGT-6-AL-TX-C	Wire Lighting 6 AL Triplex	$5.74	$16.71	$0.00	$0.00	$0.00	$0.00
I	1592	WIRE-PRI-1/0-AAAC-C	Wire Primary/Neutral 1/0 AAAC	$274.15	$2,293.79	$0.00	$0.00	$0.00	$0.00
I	1512	WIRE-PRI-2-AAAC-C	Wire Primary/Neutral #2 AAAC	$173.44	$2,175.04	$0.00	$0.00	$0.00	$0.00
I	112	WIRE-PRI-2-CUHD-C	Wire Primary/Neutral #2 Hard Drawn	$69.53	$161.47	$0.00	$0.00	$0.00	$0.00
I	5091	WIRE-PRI-336-AAC-C	Wire Primary/Neutral 336kcmil AAC	$2,476.74	$10,476.30	$0.00	$0.00	$0.00	$0.00
I	1885	WIRE-SEC-1/0-AL-TX-C	Wire Secondary 1/0 AL Triplex	$1,419.42	$3,685.24	$0.00	$0.00	$0.00	$0.00
I	139	WIRE-SEC-2-AL/CU-TX-C	Wire Secondary 2 AL w/ CU Neutral Triplex	$183.51	$271.48	$0.00	$0.00	$0.00	$0.00
I	68	WIRE-SEC-4/0-AL-QX-C	Wire Secondary 4/0 AL Quadruplex	$117.83	$154.34	$0.00	$0.00	$0.00	$0.00
R	10 [0]	ANCH-PISA-SM-C	Anchor Power Installed Screw Anchor	$0.00	$0.00	$570.69	$0.00	$0.00	$0.00
R	18 [0]	ARM-DBL-8-WD-WB-C	Crossarm Double 8ft wood with braces [$31.26]	$0.00	$0.00	$1,281.52	$0.00	$0.00	$0.00
R	4 [0]	ARM-SGL-8-WD-WB-C	Crossarm Single 8ft wood with braces [$31.26]	$0.00	$0.00	$202.64	$0.00	$0.00	$0.00
R	9 [0]	BKT-EM-ARM-1P-STL-SM-C	Bracket Equipment Mount Arm Single Phase Steel Small [$31.26]	$0.00	$0.00	$235.08	$0.00	$0.00	$0.00
R	6 [0]	BKT-EM-POLE-1P-FG-C	Bracket Equipment Mount Pole Single Phase Fiberglass [$31.26]	$0.00	$0.00	$156.72	$0.00	$0.00	$0.00
R	6 [0]	BKT-INSL-POST-PTOP-STL-C	Bracket insulator pole top Steel [$31.26]	$0.00	$0.00	$151.98	$0.00	$0.00	$0.00
R	2 [0]	BKT-TF-CLUST-3POS-WING-AL-C	Bracket Transformer Cluster Three Position Aluminum for 3-167 kVA	$0.00	$0.00	$109.22	$0.00	$0.00	$0.00
R	1 [0]	CLAMP-DE-WDG-LG-C	Clamp dead end wedge 4/0AL [$0.00]	$0.00	$0.00	$1.58	$0.00	$0.00	$0.00
R	4 [0]	CLAMP-DE-WDG-MD-C	Clamp dead end wedge 1/0AL-2/0AL [$31.26]	$0.00	$0.00	$6.33	$0.00	$0.00	$0.00
R	5 [0]	CLAMP-DE-WDG-SM-C	Clamp dead end wedge 6AL-2AL [$31.26]	$0.00	$0.00	$7.90	$0.00	$0.00	$0.00
R	2 [0]	COND-END-2IN-PVC-C	Conduit-End 2in PVC [$31.26]	$0.00	$0.00	$2.80	$0.00	$0.00	$0.00
R	14 [0]	FUSE-CUTOUT-100-15KV-POLY-EQUIP-C	Fuse Cutout 100A 15kV polymer for use with equipment [$31.26]	$0.00	$0.00	$1,052.66	$0.00	$0.00	$0.00
R	6 [0]	FUSE-CUTOUT-100-15KV-POLY-LINE-C	Fuse Cutout 100 15KV Polymer [$31.26]	$0.00	$0.00	$451.14	$0.00	$0.00	$0.00
R	1 [0]	FUSE-LINK-10-D-C	Fuse Link 10 D [$31.26]	$0.00	$0.00	$1.58	$0.00	$0.00	$0.00
R	6 [0]	FUSE-LINK-100-T-C	Fuse Link 100 T [$31.26]	$0.00	$0.00	$9.48	$0.00	$0.00	$0.00

R	3 [0]	FUSE-LINK-15-D-C	Fuse Link 15 D [$31.26]	$0.00	$0.00	$4.74	$0.00	$0.00	$0.00
R	1 [0]	FUSE-LINK-5-D-C	Fuse Link 5 D [$31.26]	$0.00	$0.00	$1.58	$0.00	$0.00	$0.00
R	3 [0]	FUSE-LINK-50-K-C	Fuse Link 50 K [$31.26]	$0.00	$0.00	$4.74	$0.00	$0.00	$0.00
R	9 [0]	GND-POLE-6-C	Ground Pole #6 soft drawn copper [$31.26]	$0.00	$0.00	$178.11	$0.00	$0.00	$0.00
R	9 [0]	GND-ROD-OH-C	Ground Rod Overhead [$31.26]	$0.00	$0.00	$270.72	$0.00	$0.00	$0.00
R	15 [0]	GUY-DOWN-3/8IN-GALV-SGL-C	Guy Down Guy 3/8 in diameter Galvanized Single [$31.26]	$0.00	$0.00	$778.86	$0.00	$0.00	$0.00
R	9 [0]	GUY-INSL-7FT-FG-C	Guy Insulator 7ft Fiberglass [$31.26]	$0.00	$0.00	$235.08	$0.00	$0.00	$0.00
R	4 [0]	GUY-SPAN-3/8IN-GALV-ATTACH-C	Guy Span 3/8 in diameter Galvanized Attach [$31.26]	$0.00	$0.00	$102.90	$0.00	$0.00	$0.00
R	140 [0]	GUY-SPAN-3/8IN-GALV-WIRE-C	Guy Span 3/8 in diameter Galvanized Wire [$31.26]	$0.00	$0.00	$132.97	$0.00	$0.00	$0.00
R	4 [0]	HDWR-DA-LG-14IN-GALV-C	Hardware Double Arming 3/4in diameter 14in long Galvanized Steel	$0.00	$0.00	$6.33	$0.00	$0.00	$0.00
R	21 [0]	HDWR-DA-LG-22IN-GALV-C	Hardware Double Arming 3/4in diameter 22in long Galvanized Steel	$0.00	$0.00	$33.25	$0.00	$0.00	$0.00
R	14 [0]	HDWR-EYEBOLT-SM-10IN-GALV-C	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel [$31.26]	$0.00	$0.00	$22.13	$0.00	$0.00	$0.00
R	7 [0]	HDWR-EYEBOLT-SM-12IN-GALV-C	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel [$31.26]	$0.00	$0.00	$11.06	$0.00	$0.00	$0.00
R	14 [0]	HDWR-EYENUT-SM-GALV-C	Hardware Eye Nut 5/8in diameter Galvanized Steel [$31.26]	$0.00	$0.00	$22.16	$0.00	$0.00	$0.00
R	4 [0]	HDWR-LWASH-LG-GALV-C	Hardware Lock Washer 3/4in diameter Galvanized Steel [$31.26]	$0.00	$0.00	$6.34	$0.00	$0.00	$0.00
R	5 [0]	HDWR-LWASH-SM-GALV-C	Hardware Lock Washer 5/8in diameter Galvanized Steel [$31.26]	$0.00	$0.00	$7.92	$0.00	$0.00	$0.00
R	25 [0]	HDWR-MACH-LG-12IN-GALV-C	Hardware Machine Bolt 3/4in diameter 12in long Galvanized Steel	$0.00	$0.00	$39.60	$0.00	$0.00	$0.00
R	22 [0]	HDWR-MACH-LG-14IN-GALV-C	Hardware Machine Bolt 3/4in diameter 14in long Galvanized Steel	$0.00	$0.00	$34.86	$0.00	$0.00	$0.00
R	4 [0]	HDWR-MACH-LG-16IN-GALV-C	Hardware Machine Bolt 3/4in diameter 16in long Galvanized Steel	$0.00	$0.00	$6.32	$0.00	$0.00	$0.00
R	33 [0]	HDWR-MACH-SM-10IN-GALV-C	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel	$0.00	$0.00	$52.24	$0.00	$0.00	$0.00
R	11 [0]	HDWR-MACH-SM-12IN-GALV-C	Hardware Machine Bolt 5/8in diameter 12in long Galvanized Steel	$0.00	$0.00	$17.40	$0.00	$0.00	$0.00
R	12 [0]	HDWR-MACH-SM-2IN-GALV-C	Hardware Machine Bolt 5/8in diameter 2in long Galvanized Steel	$0.00	$0.00	$19.00	$0.00	$0.00	$0.00
R	4 [0]	HDWR-SP-SM-10IN-GALV-C	Hardware Spool Bolt 5/8in diameter 10in long Galvanized Steel [$31.26]	$0.00	$0.00	$6.32	$0.00	$0.00	$0.00

R	4 [0]	HDWR-SWASH-LG-GALV-CURVE-C	Hardware Square Washer 3/4in diameter Galvanized Steel curved	$0.00	$0.00	$6.34	$0.00	$0.00	$0.00
R	5 [0]	HDWR-SWASH-SM-GALV-CURVE-C	Hardware Square Washer 5/8in diameter Galvanized Steel curved	$0.00	$0.00	$7.92	$0.00	$0.00	$0.00
R	30 [0]	INSL-1RACK-SEC-PORC-C	Insulator One Wire Rack Secondary/Neutral Porcelain [$31.26]	$0.00	$0.00	$506.58	$0.00	$0.00	$0.00
R	40 [0]	INSL-DE/S-35KV-POLY-C	Insulator Dead End/Suspension 35kV Polymer [$31.26]	$0.00	$0.00	$2,197.20	$0.00	$0.00	$0.00
R	55 [0]	INSL-POST-25KV-PORC-TT-C	Insulator Post 25kV Porcelain Tie Top [$31.26]	$0.00	$0.00	$1,741.30	$0.00	$0.00	$0.00
R	4 [0]	INSL-POST-35KV-PORC-TT-C	Insulator Post 35kV Porcelain Tie Top [$31.26]	$0.00	$0.00	$126.64	$0.00	$0.00	$0.00
R	1 [0]	INSL-SEP-SEC-FG-OW-TAP-C	Insulator Separator Secondary/Neutral Fiberglass Open	$0.00	$0.00	$71.24	$0.00	$0.00	$0.00
R	1 [0]	INSL-SEP-SEC-PVC-OW-TIE-C	Insulator Separator Secondary/Neutral PVC Open Wire	$0.00	$0.00	$71.24	$0.00	$0.00	$0.00
R	13 [0]	INSL-SP-SEC-PORC-C	Insulator Spool Secondary/Neutral Porcelain [$31.26]	$0.00	$0.00	$216.06	$0.00	$0.00	$0.00
R	3 [0]	JUMP-1/0-AL-C	Jumper 1/0 AL [$31.26]	$0.00	$0.00	$110.02	$0.00	$0.00	$0.00
R	3 [0]	JUMP-2-AL-C	Jumper 2 AL [$31.26]	$0.00	$0.00	$110.02	$0.00	$0.00	$0.00
R	3 [0]	JUMP-2-CU-C	Jumper 2 CU [$31.26]	$0.00	$0.00	$110.02	$0.00	$0.00	$0.00
R	1 [0]	LBKT-MAST-AL-6FT-PUB-C	Light Bracket Mast Arm Aluminum 6 foot long Public [$31.26]	$0.00	$0.00	$45.25	$0.00	$0.00	$0.00
R	3 [0]	LBKT-UP-AL/STL-12FT-PUB-C	Light Bracket upsweep Aluminum and/or Steel 12 foot long Public	$0.00	$0.00	$187.98	$0.00	$0.00	$0.00
R	3 [0]	LFIX-COBF-HPS-150-GRAY-III-120V-OH-	REM ONLY---Light Fixture Cobra Flat Lens High Pressure Sodium 150W	$0.00	$0.00	$89.82	$0.00	$0.00	$0.00
R	1 [0]	LFIX-MV-PUB-REM-C	REM ONLY---Light Fixture Mercury Vapor [$0.00]	$0.00	$0.00	$29.94	$0.00	$0.00	$0.00
R	1 [0]	LFIX-MV-PVT-REM-C	REM ONLY---Light Fixture Mercury Vapor [$0.00]	$0.00	$0.00	$29.94	$0.00	$0.00	$0.00
R	1 [0]	LFIX-NEMA-HPS-100-NAT-III-120V-PVT-C	REM ONLY---Light Fixture Nema High Pressure Sodium 100W Natural	$0.00	$0.00	$29.94	$0.00	$0.00	$0.00
R	75 [0]	OADD-1MH-C	DEC Adder-OH - Labor Adder 1 Man Hour [$0.00]	$0.00	$0.00	$5,936.25	$0.00	$0.00	$0.00
R	11 [0]	OADD-POLE-CUTOFF-WD-C	DEC Adder-OH - OH Adder Pole cut off without cap for wood pole (per	$0.00	$0.00	$661.65	$0.00	$0.00	$0.00
R	11 [0]	OLAB-POLE-PULL-STUB-C	OH Labor Pole pull stub (per pole) [$0.00]	$0.00	$0.00	$646.80	$0.00	$0.00	$0.00
R	9 [0]	POLE-WD-40-C5-C	Pole wood 40ft class 5 [$31.26]	$0.00	$0.00	$2,571.57	$0.00	$0.00	$0.00

CU Estimate
Project Estimation By Compatible Unit

R	6 [0]	POLE-WD-45-C4-C	Pole wood 45ft class 4 [$31.26]	$0.00	$0.00	$1,714.38	$0.00	$0.00	$0.00
R	1 [0]	POLE-WD-50-C3-C	Pole wood 50ft class 3 [$31.26]	$0.00	$0.00	$285.73	$0.00	$0.00	$0.00
R	1 [0]	RISER-2IN-COND-3PC-C	Riser 2in Conduit 3-10ft sections [$31.26]	$0.00	$0.00	$32.20	$0.00	$0.00	$0.00
R	1 [0]	TF-OH-25-12KV-120/240V-1P-C	Transformer OH 25kVA 12.47GY/7.2 kV 120/240V Single Phase Mild Steel	$0.00	$0.00	$280.19	$0.00	$0.00	$0.00
R	1 [0]	TF-OH-75-12KV-120/240V-1P-BNK-C	Transformer OH 75kVA 12.47GY/7.2 kV 120/240V Single Phase	$0.00	$0.00	$433.74	$0.00	$0.00	$0.00
R	3 [0]	TF-OH-75-4KV-120/240V-1P-BNK-C	Transformer OH 75kVA 4.16GY/2.4kV 120/240V Single	$0.00	$0.00	$1,301.22	$0.00	$0.00	$0.00
R	10 [0]	WIRE-LGT-6-AL-TX-C	Wire Lighting 6 AL Triplex [$31.26]	$0.00	$0.00	$5.57	$0.00	$0.00	$0.00
R	2706 [0]	WIRE-PRI-1/0-AAAC-C	Wire Primary/Neutral 1/0 AAAC [$31.26]	$0.00	$0.00	$2,229.69	$0.00	$0.00	$0.00
R	2472 [0]	WIRE-PRI-2-AAAC-C	Wire Primary/Neutral #2 AAAC	$0.00	$0.00	$2,034.96	$0.00	$0.00	$0.00
R	6923 [0]	WIRE-PRI-2-CUHD-C	Wire Primary/Neutral #2 Hard Drawn	$0.00	$0.00	$5,696.43	$0.00	$0.00	$0.00
R	1108 [0]	WIRE-SEC-2-AL/CU-TX-C	Wire Secondary 2 AL w/ CU Neutral Triplex [$31.26]	$0.00	$0.00	$911.01	$0.00	$0.00	$0.00
R	30 [0]	WIRE-SVC-1/0-AL-TX-C	Wire Service 1/0 AL Triplex [$31.26]	$0.00	$0.00	$81.52	$0.00	$0.00	$0.00
T	1	OLAB-LFIX-SM-C	OH Labor Light Fixture up to 400W	$0.00	$0.00	$0.00	$123.92	$0.00	$0.00
T	2	OLAB-LFIX-SM-PUB-C	OH Labor Light Fixture up to 400W (per fixture)	$0.00	$0.00	$0.00	$247.84	$0.00	$0.00
T	3	OLAB-TRF-MX-LG-NDE-C	DEC Adder Conductor - OH Labor Transferring multiplex > 4/0 non dead	$0.00	$0.00	$0.00	$206.58	$0.00	$0.00
T	1	OLAB-TRF-MX-MD-DE-C	DEC Adder Conductor - OH Labor Transferring multiplex > 2/0 - 4/0 dead	$0.00	$0.00	$0.00	$94.19	$0.00	$0.00
T	1	OLAB-TRF-MX-SM-DE-C	DEC Adder Conductor - OH Labor Transferring multiplex up to 2/0 dead	$0.00	$0.00	$0.00	$86.27	$0.00	$0.00
T	3	OLAB-TRF-WIRE-MD-DE-C	DEC Adder Conductor - OH Labor Transferring overhead wire > 2/0 -	$0.00	$0.00	$0.00	$320.56	$0.00	$0.00
T	10	OLAB-TRF-WIRE-SM-DE-C	DEC Adder Conductor - OH Labor Transferring overhead wire up to 2/0	$0.00	$0.00	$0.00	$876.98	$0.00	$0.00
T	3	OLAB-TRF-WIRE-SM-NDE-C	DEC Adder Conductor - OH Labor Transferring overhead wire up to 2/0	$0.00	$0.00	$0.00	$220.83	$0.00	$0.00
T	1	TF-OH-50-12KV-120/240V-1P-C	Transformer OH 50kVA 12.47GY/7.2 kV 120/240V Single Phase Mild Steel	$0.00	$0.00	$0.00	$712.35	$0.00	$0.00
Totals:				$32,278.26	$111,605.78	$36,746.31	$2,889.52	$123,933.03	$0.00
Overhead Costs:				$5,971.48	$45,981.58	$15,139.48	$1,190.48	$51,060.41	

CU Estimate
Project Estimation By Compatible Unit

Total Materials:	$38,249.74				
Total Labor:		$157,587.36	$51,885.79	$4,080.00	
Total Install Cost:	$195,837.10				
Total Removal Cost:	$51,885.79				
Total Transfer Cost:	$4,080.00				
Total Salvage Value:					$0.00

Total Install Man Hours:	1,410.32
Total Remove Man Hours:	466.11
Total Transfer Man Hours:	37.15
Total MH	1913.6

Project Cost:	**$426,796.33**
Tax Gross	**$59,324.68**
Total Cost	**$486,121,01**

Show Report Criteria

561 Old Lenoir Road Northwest
L Gordon Iron & Metal - Hickory, NC
Performance Foodservice - Hickory
Performance Food Group
EZ Way Auto Sales of Hickory
McDonald's
2nd Ave NW
SPUR3
SPUR2
RR
CBA
HICKORY RET 13270403
DUKE ENERGY
NOTE CIRCUIT
4.16/2.4kv - 13270403

Exhibit VIII.I.

16

COUNCIL AGENDA MEMOS

To: **City Council**

From: **City Manager's Office**

Contact Person: Rodney Miller, Asst. City Manager

Date: **September 28, 2020**

Re: **Donation of Property**

REQUEST: Staff requests Council acceptance of donated real property at 3600 Sandy Ford Rd. in Newton.

BACKGROUND: Michael Sigmon, who lives at 226 44th Ave NW, approached City staff late last year about a possible donation of real property that he owns. The property is adjacent to the Henry Fork River and across the road from city-owned property that includes a sewer pump station. It is not in the city limits of Hickory; however, it is in the Hickory rural fire district and has a city sewer line on the property.

ANALYSIS: The current county property tax value for the 3.52 acre parcel is $31,600. The City contracted for an appraisal of the property earlier this year that resulted in a value of $23,900. If approved, this value will be recognized as the value of the donation. As the city continues to grow, the property could offer some potential recreational purposes such as a walking trail, canoe launch or other amenities for the public in the future in this area. County taxes owed for 2020 would be pro-rated for the time period owned.

As a condition of the donation, if the City develops the property into a park, then the name of the park would include the Sigmon family name.

RECOMMENDATION: Staff recommends Council acceptance of donated real property at 3600 Sandy Ford Rd. in Newton.

BUDGET ANALYSIS:

Budgetary Action

	Yes	No
Is a Budget Amendment required?	☐	☐

LIST THE EXPENDITURE CODE:

Reviewed by:

Initiating Department Head	9/30/20 Date	Deputy City Attorney, A. Dula	9-30-20 Date
Asst. City Manager Rodney Miller	Date	Asst. City Manager, ~~A. Surratt~~ Beasley	Date
Finance Officer, Melissa Miller	9/29/20 Date	Purchasing Manager, ~~Bo Weichel~~ O'Guy	9/29/20 Date
	Date		

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

City Manager, ~~M. Berry~~ W. Wood

10.1.20

Date

BUDGET REVISION # 6

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2021 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the General Fund within the FY 2020-21 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	10,000	
General Government	10,000	
Contingency		6,413
Other Financing Uses	243,864	
TOTAL	263,864	6,413

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	10,000	
Other Financing Sources	247,451	
TOTAL	257,451	-

SECTION 2. To amend the Solid Waste Fund within the FY 2020-21 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	1,240	
TOTAL	1,240	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	1,240	
TOTAL	1,240	-

SECTION 3. To amend the *Airport Hangar Reconstruction Capital Project Ordinance* (#650030), the expenditures shall be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	6,413	
TOTAL	6,413	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	6,413	
TOTAL	6,413	-

SECTION 4. To amend the *Lenoir-Rhyne Blvd/I-40 Exit 125 Gateway Capital Project Ordinance* (#B1G002), the expenditures shall be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	237,451	
TOTAL	237,451	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	237,451	
TOTAL	237,451	-

SECTION 5. To establish the *2020 Justice Assistance Grant ("JAG") Grant Project Ordinance* (#G51102), the expenditures shall be established as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	15,962	
TOTAL	15,962	-

To provide funding for the above, the Project revenues will be established as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental Revenues	15,962	
TOTAL	15,962	-

SECTION 6. 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.

_____
Mayor

_____
Clerk

CITY OF HICKORY
GRANT PROJECT ORDINANCE
2020 JUSTICE ASSISTANCE GRANT ("JAG") PROJECT

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 2020 Justice Assistance Grant Project.

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

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

Restricted Intergovernmental Revenues	
Police / JAG Grant	15,962
Total	**$ 15,962**

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

Public Safety:	
Non-Asset Inventory	$ 10,785
Departmental Supplies	5,177
Total	**$ 15,962**

SECTION 5. The Finance Officer is hereby directed to maintain within the Multi-Year Grant 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 grant project in every budget submission made to this board.

SECTION 8. Copies of this grant 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 _____, 2020.

_____

Mayor

_____

Clerk

NORTH CAROLINA
CATAWBA COUNTY

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of ____, 2020, by and between **CATAWBA COUNTY**, a North Carolina body politic corporate in nature, hereinafter referred to as "Catawba", the **CITY OF HICKORY**, a North Carolina municipal corporation, hereinafter referred to as "Hickory", and **LAKE PARK-321, LLC.**, a North Carolina limited liability company, hereinafter "LP-321".

WITNESSETH:

LP-321 is the owner of a +/-3.5010 acre tract of land located in Catawba County, North Carolina and more particularly described on Exhibit A attached and incorporated by reference, hereinafter referred to as "Site". The parties wish to cause construction of a Class A shell building on the Site on certain terms and conditions which are mutually acceptable. In consideration of the foregoing and in consideration of various reciprocal promises and undertakings herein set forth, the parties agree as follows, consistent with North Carolina General Statutes 158-7.1 and 160A-17:

1. LP-321 will cause the construction of a 40,000 square foot building on the Site, to its shelled-in state of completion, according to the plans and specifications further defined in Exhibit B attached and incorporated herein by reference. At its own expense, LP-321 shall secure financing for the shell building construction and Site improvements. LP-321 will use its best efforts to cause said building to be completed to its shelled-in state of completion according to the plans and specifications within 8 months of execution of this Agreement. Catawba and Hickory, at their expense, shall have the right periodically to inspect the construction of the building.
2. LP-321 will maintain all portions of the Site and Building, will maintain fire and extended coverage insurance on the building, will pay all utilities used in maintaining and constructing the building, and will pay all taxes on the land and building. LP-321 will guarantee the workmanship for the erection of the building to its shelled-in state to be of good quality for twenty-four (24) months after the issuance of the temporary certificate of occupancy. This is in addition to any warranty given by the building materials, equipment, and/or roofing manufacturers. These warranties shall be transferred to a buyer of the Site and the building during the period of such warranties.
3. Catawba and Hickory agree to waive any soil and erosion control permitting fees, shell building construction permitting fees, and either waive or reimburse water and sewer connection and impact fees, under their control, as an incentive for the erection of the shell building. Catawba and Hickory will receive reimbursement of these fees as provided within this Agreement.
4. Catawba agrees to provide grants equal to the amount of any County property taxes for the Site and shell building (the "Facility") during the construction period (beginning with the date of the issuance of the shell building construction permit) and for the period of up to 36 months after the issuance of a Temporary Certificate of Occupancy. Hickory agrees to provide grants equal to the amount of any City property taxes for the Facility during the construction period (beginning with the date of the issuance of the shell building construction permit) and for the period of up to 36 months after the issuance of a Temporary Certificate of Occupancy. This incentive shall terminate upon the sale or lease of the shell building or 36 months after issuance of the Temporary Certificate of Occupancy, whichever comes first. Hickory will construct and maintain the Aviation Walk which crosses the LP-321 property.
5. Catawba and Hickory agree to reimburse interim "Carrying Costs" to LP-321 on a pro-rated quarterly basis for a period of 36 months for a "Qualifying End User" as defined in Paragraph 12. "Carrying Costs" shall begin on the date of the issuance of a Temporary Certificate of Occupancy and shall include "Construction Interest Costs", which are defined to include interim financing costs on Facility

construction and Site Improvements (in the amount in Exhibit B) with such financing costs to be equal to Prime Rate as listed in the Wall Street Journal on the first day of each calendar month, Electricity, General Building Insurance and Contingency in a total amount not to exceed $1,215 (One Thousand Two Hundred and Fifteen Dollars), and shall be paid quarterly in arrears up to a maximum total amount of $80,000 annually for year 1 ($40,000 total for Catawba and $40,000 total for Hickory), increasing, possibly, up to an additional $10,000 for year 2, and increasing, possibly, up to an additional $10,000 for year three, for a maximum total carry cost amount of $270,000 if applicable over a period of 36 months ($135,000 for Catawba and $135,000 for Hickory). The additional amounts are to cover possible interest rate increases of up to .50 basis points in each of years 2 and 3. If interest rates do not increase the payments will not increase. Under no circumstance will any increase exceed the amount of the actual interest rate increase. City and LP-321 recognize and agree that the first $52,000 of Carrying Cost reimbursement is waived in return for the Aviation Walk portion of the Hickory Trail being constructed on the LP-321 site. The chart below is an illustration of the wording in Paragraph 5.

CARRYING COSTS

Max. Interest at Prime Rate	Construction Interest Costs (Maximum)	Electricity	General Building Insurance	Contingency	Catawba County Funding	City of Hickory Funding (after $52,000 credit for Aviation Walk)
Year 1-3.25%	$ 71,825	$ 720	$ 6,000	$ 1,455	$ 40,000	$ -0-
Year 2-3.75%	$ 82,875	$ 720	$ 6,000	$ 405	$ 45,000	$ 33,000
Year 3-4.25%	$ 93,925	$ 720	$ 6,000	($ 645)	$ 50,000	$ 50,000
TOTAL	$248,625	$2,160	$18,000	$ 1,215	$ 135,000	$ 83,000

6. All decisions under this Agreement for the pricing, the sale, and any other decisions determined to be necessary for the satisfaction of this Agreement must be approved by a minimum of five (5) affirmative votes. LP-321 will have four votes for the determination of any vote, the Manager of the City of Hickory will have two (2) votes, and the Manager of Catawba County will have two (2) votes.
7. Sales Pricing for the Facility will be established as follows, using values that have been established by an independent appraisal of the property (Exhibit C, attached and incorporated herein by reference):
    a. Land: An analysis of the Site has been made in order to determine the fair market value of the Site in its current condition of development without further development by LP-321. The analysis for the site is predicated on the assumption the site is environmentally clean.
    b. Shell Building: Should pricing negotiations occur affecting the price and terms, a majority vote will be required to change the price and terms for the Facility. In any negotiations concerning the price and terms of the sale of the Facility, the parties will have the same voting rights as set forth above in Paragraph 6.
8. Upon the sale of the Facility resulting in the occupancy of the Facility by a Qualified End User, the proceeds from the sale will be distributed in this order:
    a. The Landowner (LP-321) will be paid for the land in the amount of $525,000.00, less the amount that has been paid for Aviation Walk construction, for a maximum total of $473,000.
    b. The Developer (LP-321) will be paid for the costs of site improvements and construction defined in Exhibit B, up to the maximum amount of Two Million, Two Hundred Ten Thousand Dollars and No Cents ($2,210,000.00).

c. If a sale should occur during the first 36 months following the issuance of a Temporary Certificate of Occupancy, and should any additional proceeds remain, Catawba and Hickory will be reimbursed Carrying Costs pro rata according to each party's participation.
d. If a sale or lease should occur in months 37-42 following the issuance of a temporary certificate of occupancy and with agreement the project resulted due to efforts by the EDC, City, or County during months 1-36 by a minimum of 5 of the 8 votes of the members, any remaining proceeds from the sale shall be distributed pro rata to participants not to exceed 100% of their participation. This distribution shall include costs LP-321 may have incurred on interest, electricity, insurance, and taxes incurred during those months 37-42.
e. Should a lease transaction be approved by the parties to a Qualifying End User in the first 36 months following the issuance of a Temporary Certificate of Occupancy, Catawba and Hickory will be reimbursed by LP-321 for all Construction Interest Costs, Electricity, Insurance, and Contingency Costs not to exceed Catawba's and Hickory's pro rata costs within 90 days of the execution of the lease transaction.
f. If a sale or lease should occur at any time following month 36 there shall be no distribution of proceeds to Catawba and Hickory unless as provided within this Agreement.
g. Should any additional proceeds remain, LP-321 will receive any remainder in its entirety.
h. Should a sale of the property be for less than the total of $2,657,025.00 (Two Million, Six Hundred Fifty Seven Thousand Twenty Five Dollars and no Cents), proceeds from the sale shall still be distributed in the order shown within this Paragraph 8.

9. Upon the sale or lease of the Facility to an end user that is not determined to be a Qualifying End User, money will be reimbursed in this order:
   a. If the transaction should occur during the first 36 months following the issuance of a Temporary Certificate of Occupancy, Catawba and Hickory will be reimbursed Carrying Costs to the date of sale according to their participation.
   b. The Landowner (LP-321) will be paid for the land in the amount of $525,000.00, less the amount that has been paid for construction ($52,000) for a maximum total of $473,000.
   c. The Developer (LP-321) will be paid for the costs of site improvements and construction defined in Exhibit B, up to the maximum amount of Two Million Two Hundred Ten Thousand and no Dollars ($2,210,000.00).
   d. Should any additional proceeds remain, LP-321 will receive any remainder in its entirety.
   e. Should a sale of the property be for less than the total of $2,657,025, proceeds from the sale shall still be distributed in the order shown within this paragraph.
10. LP-321 may buy out Catawba and Hickory at any time by reimbursing all Carrying Costs contributed by these parties, and all fees waived or reimbursed by Catawba or Hickory, to the date of the buyout as written.
11. In the event the parties cannot come to a majority vote for any decision, LP-321 must reimburse 50% of all eligible Carrying Costs contributed by Hickory and Catawba including any fees waived or reimbursed through the effective date of the buyout.
12. "Qualifying End User" is defined as an entity that, in the discretion of Hickory and Catawba, will occupy the property and is a manufacturing enterprise or commercial plant within the City of Hickory which will increase its population, taxable property, and business prospects. Catawba and Hickory will take into account the creation of a substantial number of jobs above the County average wage and at least 75% of the facility's output must be used or consumed off-premises in satisfying the determination as a Qualifying End User.
13. LP-321, Catawba and Hickory believe the project will stimulate and stabilize the local economy and result in the creation of a substantial number of new, permanent jobs in the county and increase the tax base.

14. Catawba and Hickory agree the community is not in a position to develop and fill more than two additional similar size and competing industry use shell building construction projects in the County at any given time. An instance of participation will be defined as a project that currently has any outstanding and unreimbursed shell building expenditures under this program.
15. This agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general courts of justice in Catawba County, or if in Federal Court, in the Western District of North Carolina.

IN TESTIMONY WHEREOF, the parties have executed this Agreement as of the day and year first above written.

County of Catawba,
A North Carolina Body Politic

Attest:
(SEAL)

By: _____**(Seal)**
C. Randall Isenhower, Chair
Catawba County Board of Commissioners

_____
Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, _____ a Notary Public of said county and state, certify that Barbara E. Morris personally came before me this day and acknowledged that she is County Clerk to the Catawba County Board of Commissioners, a body politic corporate in nature, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its Chair, sealed with its body politic seal, and attested by herself as County Clerk.

Witness my hand and seal this _____ day of _____, 2020.

_____
Notary Public

My commission expires: _____

City of Hickory,
A North Carolina Municipal Corporation

Attest:
(SEAL)

By: _____ **(Seal)**
Hank Guess, Mayor
City of Hickory

_____
Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, _____ a Notary Public of said county and state, certify that Hank Guess personally came before me this day and acknowledged that she is Clerk to the City of Hickory, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its Mayor, sealed with its body politic seal, and attested by herself as Clerk.

Witness my hand and seal this _____ day of _____, 2020.

_____
Notary Public

My commission expires: _____

Lake Park 321, LLC,
A North Carolina Limited Liability Corporation

Attest:
(SEAL)

By: _____ **(Seal)**
W. Andrew Wells, Jr. Member / Manager

_____
Notary

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, _____ a Notary Public of said county and state, certify that W. Andrew Wells Jr. personally came before me this day and acknowledged that he is Member / Manager to Lake Park 321, LLC, a North Carolina Limited Liability Company.

Witness my hand and seal this _____ day of _____, 2020.

_____
Notary Public

My commission expires: _____

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

Date: _____ _____

Melissa Miller, Finance Officer

Date: _____ _____

Arnita Dula, Deputy City Attorney

EXHIBIT A
Property Description

EXHIBIT B
Building Plans and Specs

EXHIBIT C
Land and Building Appraisal

Appraisal.pdf

Selected Parcels Catawba County NC

2 records

Excel

Parcel ID / LRK: 279311666077 / 0600984
Owner: LAKE PARK-321 LLC
Building Value: $0
Deed Book/Page: 3581/1543
Subdivision:
Map: 279311666077

Parcel Address: 1821 13TH AVE DR NW, HICKORY 28601
Owner Address: 1301 N CENTER ST, HICKORY NC 28601-2535
Land Value: $137,900
Plat Book/Page: 36/69
Lot Number: 4

Total Value: $137,900
Legal: LOT 4 LOT 4 PL 36-69 PL 36-69

Parcel ID / LRK: 279311664077 / 0602125
Owner: LAKE PARK-321 LLC
Building Value: $0
Deed Book/Page: 3581/1543
Subdivision: JAG PROPERTIES LLC
Map: 279311664077

Parcel Address: 1270 19TH ST LN NW, HICKORY 28601
Owner Address: 1301 N CENTER ST, HICKORY NC 28601-2535
Land Value: $195,800
Plat Book/Page: 43/132
Lot Number: 5

Total Value: $195,800
Legal: LOT 5 PL 43-132

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

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catawba county MAKING. LIVING. BETTER. Geospatial Information Services

Real Estate Search

N W E S

1in=80ft

2 Selected Parcels

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09/16/2020

FILED Catawba County

on Jun 30, 2020 at 04:16:00 pm

Excise Tax $0.00 (AT)

INST. # 12441

DONNA HICKS SPENCER,
Register of Deeds

Bk 03581 Pg 1543-1545

GENERAL WARRANTY DEED

Excise Tax: $0.00

Tax Parcel ID No.2793-11-66-4077 & 2793-11-66-6077 Verified by_____ County

on the ____ day of_____, 20____ By:_____

Mail/Box to: Terry M. Taylor, Young, Morphis, Bach & Taylor, L.L.P., P.O. Drawer 2428, Hickory, NC 28603

This instrument was prepared by: Terry M. Taylor, Young, Morphis, Bach & Taylor, L.L.P.
P.O. Drawer 2428, Hickory, NC 28603

Brief description for the Index:

THIS DEED, made this the 29 day of June, 2020, by and between

GRANTOR: **WOODLAND VILLAGE, LLC, a North Carolina limited liability company, successor by merger to CENTER STREET CROSSING I, LLC, a North Carolina limited liability company, successor by merger to J.A.G. PROPERTIES, L.L.C., a North Carolina limited liability company**
whose mailing address is **1301 N. Center Street, Hickory, NC 28601**
(herein referred to as **Grantor**) and

GRANTEE: **LAKE PARK – 321, LLC, a North Carolina limited liability company**
whose mailing address is **1301 N. Center Street, Hickory, NC 28601**
(herein referred to as **Grantee**).

[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the **Hickory** Township, County of **Catawba**, State of **North Carolina**, more particularly described as follows:

See Exhibit A

Together with all right, title, and interest of Grantor in and to ***any current or former streams, strips, gores, or rights-of-way abutting or adjoining the Property***, and together with all the improvements thereon and all privileges, easements, and appurtenances thereto belonging and not elsewhere herein excepted.

Prepared by Young, Morphis, Bach & Taylor, L.L.P. The attorneys who prepared this instrument, have not performed a title examination of the subject realty and therefore make no opinion or warranty as to the quality of title, nor have said attorneys participated in any real estate closing involving this instrument. The parties to this instrument agree they have reviewed, understand and agree to the terms of this instrument, and that the attorney/client relationship between the client(s) ordering and paying for this instrument and attorneys preparing this instrument is strictly limited to the instrument's preparation.

256630.1

3

Said property having been previously conveyed to Grantor by instrument recorded in Book _____, Page _____, and being reflected on plat recorded in Plat Book _____, Page _____, _____ County Registry.

1544

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

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever.

This conveyance is made subject to the following Exceptions and Reservations:

1. **This conveyance is made subject to restrictive covenants and encumbrances of record, and to any and all easements and rights-of-way on location on the above-described property heretofore granted or existing in favor of any individuals, corporations, public or private associations of individuals, public utilities, and governmental agents, commissions or departments for the purpose of constructing, erecting, laying, building or maintaining any streets, roads, highways, signs, service alleys, power lines or poles, gas lines, water lines, lines for pipes or sewer lines and any and all other similar or related public or private utility service facilities or otherwise.**
2. **Matters of Survey.**
3. **2020 Ad Valorem Taxes.**

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

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

WOODLAND VILLAGE, LLC

By: _____
W. Andrew Wells, Jr., Member/Manager

UNOFFICIAL WEB

State of North Carolina
County of Catawba

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated on behalf of the Company:

W. Andrew Wells, Jr., Member/Manager

Date: 6/29/20

Sherry A. Hollar
Notary Public
Notary's Printed or Typed Name

My Commission Expires: 3/10/2025

(Official Notarial Seal)
SHERRY A. HOLLAR
Notary Public
Catawba County
NORTH CAROLINA

256530.1

EXHIBIT A

TRACT ONE:

BEING all of Lot 5, as described in the Plat entitled "Being a Division of "16.318 AC." Tract of recorded Plat Book 36, Page 70 For: J A G Properties LLC" dated September 26, 1997, prepared by Kevin D. Hefner, Registered Land Surveyor of Bunton-Hefner and Associates Surveying & Mapping, P.A., and being approximately 1.934 acres, more or less and being recorded in Plat Book 43, Page 132, Catawba County Registry to which reference is hereby made for greater certainty in description.

Being all of Catawba County PIN No. 2793-11-66-4077 and having an address of 1270 19th St. Lane, NW, Hickory, NC 28601.

TRACT TWO:

BEING all of Lot 4, as described in the Plat entitled "Major Subdivision Plat or Part of the Catawba Properties Partnership Property" dated September 14, 1994 and revised September 29, 1994, prepared by T. R. Bishop, Registered Land Surveyor of Western Carolina Surveyors, P.A., and being approximately 1.567 acres, more or less and being recorded in Plat Book 36, Page 69, Catawba County Registry to which reference is hereby made for greater certainty in description.

Being all of Catawba County PIN No. 2793-11-66-6077 and having an address of 1821 13th Ave. Dr., NW, Hickory, NC 28601.

WEB

FILED Catawba County

on Jun 30, 2020 at 04:16:00 pm

Excise Tax $0.00 (AT)

INST. # 12441

DONNA HICKS SPENCER,
Register of Deeds

Bk 03581 Pg 1543-1545

GENERAL WARRANTY DEED

Excise Tax: $0.00

Tax Parcel ID No.2793-11-66-4077 & 2793-11-66-6077 Verified by_____ County

on the ____ day of_____, 20____ By:_____

Mail/Box to: Terry M. Taylor, Young, Morphis, Bach & Taylor, L.L.P., P.O. Drawer 2428, Hickory, NC 28603

This instrument was prepared by: Terry M. Taylor, Young, Morphis, Bach & Taylor, L.L.P.
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whose mailing address is **1301 N. Center Street, Hickory, NC 28601**
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GRANTEE: **LAKE PARK – 321, LLC, a North Carolina limited liability company**
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(herein referred to as **Grantee**).

[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]

WITNESSETH:

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See Exhibit A

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Prepared by Young, Morphis, Bach & Taylor, L.L.P. The attorneys who prepared this instrument, have not performed a title examination of the subject realty and therefore make no opinion or warranty as to the quality of title, nor have said attorneys participated in any real estate closing involving this instrument. The parties to this instrument agree they have reviewed, understand and agree to the terms of this instrument, and that the attorney/client relationship between the client(s) ordering and paying for this instrument and attorneys preparing this instrument is strictly limited to the instrument's preparation.

256630.1

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Said property having been previously conveyed to Grantor by instrument recorded in Book _____, Page _____, and being reflected on plat recorded in Plat Book _____, Page _____, _____ County Registry.

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

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever.

This conveyance is made subject to the following Exceptions and Reservations:

1. **This conveyance is made subject to restrictive covenants and encumbrances of record, and to any and all easements and rights-of-way on location on the above-described property heretofore granted or existing in favor of any individuals, corporations, public or private associations of individuals, public utilities, and governmental agents, commissions or departments for the purpose of constructing, erecting, laying, building or maintaining any streets, roads, highways, signs, service alleys, power lines or poles, gas lines, water lines, lines for pipes or sewer lines and any and all other similar or related public or private utility service facilities or otherwise.**
2. **Matters of Survey.**
3. **2020 Ad Valorem Taxes.**

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

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

WOODLAND VILLAGE, LLC

By: _____
W. Andrew Wells, Jr., Member/Manager

WEB

State of North Carolina
County of Catawba

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated on behalf of the Company:

W. Andrew Wells, Jr., Member/Manager

Date: 6/29/20

Sherry A. Hollar
Notary Public
Sherry A. Hollar
Notary's Printed or Typed Name

My Commission Expires: 3/10/2025

(Official Notarial Seal)
SHERRY A. HOLLAR
Notary Public
Catawba County
NORTH CAROLINA

256630.1

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Being all of Catawba County PIN No. 2793-11-66-6077 and having an address of 1821 13th Ave. Dr., NW, Hickory, NC 28601.

WEB

Exhibit XI.A.1.

RESULT - ALL AREAS COVERED
250 FEET TO ONE OF FOUR EXITS

>30 FT CLEAR ALL AROUND

NOTE: THERE IS NO SLAB IN SHELL BUILDING THERE ARE NO OCCUPANTS TO FOLLOW EXIT PATHS AT THIS TIME.

IT IS ANTICIPATED WITH FUTURE TENANT THAT WE WILL HAVE AND MEET 400 FOOT TRAVEL WITH SPRINKLERS INSTALLED AND ABANDON 250 FOOT TRAVEL.

FIRE EXTINGUISHERS

FINAL FIRE EXTINGUISHER QUANTITIES AND LOCATIONS TO BE DETERMINED AND INSTALLED DURING THE TENANT UPFIT. THE INTERIOR OF THE SHELL HAS NO COMBUSTIBLES OR COMBUSTIBLE CONSTRUCTION. AT SHELL STAGE THERE IS NO SLAB OR WALKING SURFACE TO ACCESS FIRE EXTINGUISHERS

NOTE ABOUT HC PARKING

HC PARKING WILL NOT BE BUILT IN THE SHELL STAGE OF CONSTRUCTION, HOWEVER, AN EXAMPLE DRAWING SHOWING FUTURE ANTICIPATED HC PARKING CAN BE FOUND IN THE SITE DRAWINGS IN THIS SHELL SET

REMINDER: THIS BUILDING HAS NO OCCUPANTS OR USES AT THIS TIME.

NOTE: THERE IS NO SLAB IN SHELL BUILDING THERE ARE NO OCCUPANTS TO FOLLOW EXIT PATHS AT THIS TIME.

1 LIFE SAFETY PLAN
CS.2 1/32" = 1'-0"

NOTE: THERE IS NO SLAB IN SHELL BUILDING THERE ARE NO OCCUPANTS TO FOLLOW EXIT PATHS AT THIS TIME.

IT IS ANTICIPATED WITH FUTURE TENANT THAT WE WILL HAVE AND MEET 400 FOOT TRAVEL WITH SPRINKLERS INSTALLED AND ABANDON 250 FOOT TRAVEL.

LANDING OUTSIDE EXIT DOORS MEETS NCBC 1010.1.5 & 1010.1.6
FRONT APPROACH – PULL SIDE
ADDITIONAL DOOR DETAILS ON A1.0

PATH FROM HC SPACE TO DOOR NOT TO EXCEED 1:20 SLOPE.

REAR DOOR ALSO HAS CONCRETE SIDEWALK AT 1:20 SLOPE.

5X5 CLEAR AREA

PROVIDE 18" ON PULL SIDE OF DOOR.

SLOPE AREA AWAY 1/8" PER FT MAX FROM DOOR

HC THRESHOLD AT DOOR (THRESHOLD MAX HGT 1/2")

SIDEWALK DOES NOT EXCEED 2% CROSS SLOPE & 5% LONGITUDINAL SLOPE.

ACCESS AISLE & PARKING LOT SLOPE WILL NOT EXCEED 2% ALL DIRECTIONS & MEETS A117.1 SECTION 502.5 FOR MAXIMUM SLOPES

Campbell Design
built □ architecture
29 S College Ave · Newton, NC 28658
828.994.4444 · campbelldesign207.com

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NEW COLD SHELL BUILDING FOR

LAKE PARK - 321, LLC

1821 13TH AVE DR NW HICKORY, NC 28601

PROJECT NO. 663.20

REVISIONS

DATE ISSUED 08.18.2020

SHEET CS.2

VICINITY MAP

NOT TO SCALE

HC SIGN MOUNTING HEIGHTS

NOT TO SCALE

HC COMPLIANCE SITE PLAN

NOT TO SCALE

SEE CIVIL PLANS - THIS DRAWING IS FOR HC PATH COMPLIANCE. A SURVEY OF THE PROPOSED PARKING BY THE ARCHITECT'S OFFICE FOUND HC PARKING TO BE CODE COMPLIANT.

THIS IS A SCHEMATIC DRAWING AND NOT A CONSTRUCTION DRAWING. THE INTENT OF THIS DRAWING IS TO SHOW PROOF THAT H.C. PARKING AND PATH TO ENTRY HAS BEEN CHECKED TO BE CODE COMPLIANT.

Campbell Design
built □ architecture
29 S College Ave · Newton, NC 28658
828.994.4444 · campbelldesign.com

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NEW COLD SHELL BUILDING FOR

LAKE PARK - 321, LLC

1821 13TH AVE DR NW HICKORY, NC 28601

PROJECT NO. 663 20

REVISIONS

DATE ISSUED 08.18.2020

SHEET CS.3

Exhibit XI.A.1.

1 S1.0 FOUNDATION PLAN
3/32" = 1'-0"

T.O.F. = TOP OF FOOTING ELEVATION
ALL ELEVATION REFERENCE FUTURE FINISHED FLOOR ELEVATION = 0'-0"

USE 2" NON-SHRINK GROUT UNDER MAIN COLUMN BASE PLATES (TYP.)

USE (4) - 1" DIAMETER ANCHOR BOLTS AT MAIN COLUMNS (TYP.) ANCHOR BOLTS SHALL EXTEND DOWN TO APPROXIMATELY 3" ABOVE BOTTOM OF FOOTINGS.

FOUNDATION & SLAB NOTES:

1.) FLOOR SLAB FINISH SHALL BE VERIFIED BY THE CONTRACTOR.
2.) INSTALL SAW-CUT CONTROL JOINTS OR FORMED EXPANSION JOINTS IN SLAB AS DIRECTED BY THE ENGINEER. ISOLATE SLAB AT COLUMNS.
3.) ALL FOUNDATION CONCRETE SHALL BE 3000 psi (MINIMUM) MIX.
4.) ALL SLAB-ON-GRADE CONCRETE SHALL BE 4000 psi (MINIMUM) MIX.
5.) PRECAST WALL DESIGN BY OTHERS
6.) ALL REINFORCING BARS TO BE GRADE 60.
7.) DESIGN SOIL BEARING CAPACITY=2500 psf. CONTRACTOR TO VERIFY SOIL BEARING CAPACITIES AS CONSTRUCTION PROGRESSES.
8.) VERIFY FOOTING STEP LOCATIONS WITH PRECAST PLANS.

FOOTING SCHEDULE

MARK	SIZE	REINFORCING	REBAR MARK
F1	7'-0"X7'-0"x1'-2"	(8)-#4x6'-0" EA. WAY +/- (4)-#3 CHAIRS	X x
F2	5'-6"x5'-6"x1'-0"	(8)-#4x5'-0" EA. WAY +/- (4)-#3 CHAIRS	X x
F3	4'-6"x4'-6"x1'-0"	(5)-#4x4'-0" EA. WAY +/- (4)-#3 CHAIRS	X x
F4	2'-6"x1'-0" Thick Typical wall Ftg.	(3)-#5 Cont. +/- #3 CHAIRS @ 48" O.C.	X x

NOTE: DESIGN SOIL BEARING CAPACITY = 2,500 PSF

TURN DOWN EDGE OF SLAB TO TOP OF FOOTING. TURNDOWN EDGE SHALL BE 8" THICK ALL THE WAY DOWN TO TOP OF FOOTING. CC COORDINATE TO OUTSIDE SLABS AND DETERMINE BEST THRESHOLD TRANSITION.

TURN WIRE MESH DOWN IN THICKENED SLAB EDGE.

2 S1.0 TURN DOWN SLAB
NOT TO SCALE

AB1 – ANCHOR BOLT LAYOUT
(4)-1"Øx15" ANCHOR BOLTS
2" N.S. GROUT
5" PROJECTION
N.T.S.

AB2 – ANCHOR BOLT LAYOUT
(4)-1"Øx15" ANCHOR BOLTS
2" N.S. GROUT
5" PROJECTION
N.T.S.

AB3 – ANCHOR BOLT LAYOUT
(4)-1"Øx15" ANCHOR BOLTS
2" N.S. GROUT
5" PROJECTION
N.T.S.

NOTES: STRUCTURAL DESIGN/FOUNDATION/CONCRETE/STEEL

1. DESIGN LOADING:
   FLOOR LIVE LOAD = 250 psf (FUTURE 6" SLAB ON GRADE)
   ROOF LIVE LOAD = 25 psf
   ROOF DEAD LOAD = 10 psf
   ROOF COLLATERAL LOAD = 10 psf
2. DESIGN SOIL BEARING PRESSURE = 2,500 psf
3. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM MIX FOR FOOTINGS AND SLABS ON GRADE.
4. GRADE 60 REINFORCING BARS.
5. CONTINUOUS CONCRETE FOOTINGS UNDER PERIMETER PRE-CAST WALLS SHALL BE 12" THICK X 30" WIDE AND REINFORCED WITH (3) - #5s CONTINUOUS.
6. TYPICAL REINFORCING BAR PLACEMENT SHALL BE AT 3" ABOVE BOTTOM OF FOOTINGS.
7. ALL REINFORCING BAR LAPS SHALL BE 40 X BAR DIAMETER (MINIMUM).
8. 4" THICK COMPACTED STONE BASE SHALL BE PLACED IN THE BUILDING PAD AREA. TOP OF 4" CRUSH AND RUN STONE SHALL BE 8" BELOW TOP OF FUTURE 6" CONCRETE FLOOR SLAB.
9. ALL CONCRETE SLABS ON GRADE SHALL BE 6" MINIMUM THICKNESS UNLESS NOTED OTHERWISE.
10. NO WIRE MESH REQUIRED IN 3 FT. WIDE X 6" THICK CONCRETE STRIP AT DOCK WALL. USE FIBER-REINFORCED CONCRETE AT THIS LOCATION.
11. INSTALL SAW-CUT OR FORMED CRACK CONTROL JOINTS IN ALL CONCRETE SLABS. JOINT SPACING AT APPROXIMATELY 12'-6"MAX. SPACING O.C. EACH WAY.
12. STRUCTURAL STEEL MATERIALS SHALL BE:
    WIDE FLANGE SHAPES: ASTM A992
    PLATES AND ANGLES: ASTM A36 (MINIMUM)
    STRUCTURAL TUBES: ASTM A500 GRADE B
    STRUCTURAL PIPE: ASTM A53 GRADE B
13. BAR JOISTS SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STEEL JOIST INSTITUTE, S.J.I.
14. STEEL ROOF DECK SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STEEL DECK INSTITUTE, S.D.I.
15. ROOF DECK SHALL BE 1 1/2", 22 GA., TYPE "B", STANDARD PRIME PAINTED.
16. STEEL TO STEEL CONNECTION BOLTS SHALL BE 3/4" DIAMETER A-325 TYPICAL.
17. STEEL SHALL BE ERECTED IN ACCORDANCE WITH THE REQUIREMENTS AND GUIDELINES PUBLISHED BY OSHA FOR DIRECTION OF STRUCTURAL STEEL.
18. TOP OF SLAB ELEVATION (0'-0") UNLESS NOTED OTHERWISE. ALL ELEVATIONS REFERENCED FROM ELEVATION (0'-0") - SEE CIVIL DRAWINGS FOR ELEVATIONS.
19. PRECAST WALL PANELS SHALL BE DESIGNED BY AN ENGINEER LICENSED IN THE STATE OF N.C. PRECAST PANEL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURE OF PANELS.

2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS

STRUCTURAL DESIGN
(PROVIDE ON THE STRUCTURAL SHEETS IF APPLICABLE)

DESIGN LOADS:
Importance Factors: Snow (I_s) 1.0; Seismic (I_E) 1.0
Live Loads: Roof 20 psf; Mezzanine N/A psf; Floor 250 psf (NEW & FUTURE 6" SLAB ON GRADE)
Ground Snow Load: 15 psf
Wind Load: Ultimate Design Wind Speed: 115 mph (ASCE-7); Exposure Category C

SEISMIC DESIGN CATEGORY: ☐ A ☐ B ☒ C ☐ D

Provide the following Seismic Design Parameters:
Risk Category (Table 1604.5): ☐ I ☒ II ☐ III ☐ IV
Spectral Response Acceleration: S_{DS} .167 g; S_{D1} .18 g
Site Classification (ASCE 7): ☐ A ☐ B ☐ C ☒ D ☐ E ☐ F
Data Source: ☐ Field Test ☒ Presumptive ☐ Historical Data
Basic Structural System: ☐ Bearing Wall ☐ Dual w/Special Moment Frame; ☒ Building Frame ☐ Dual w/Intermediate R/C or Special Steel; ☐ Moment Frame ☐ Inverted Pendulum
Analysis Procedure: ☐ Simplified ☒ Equivalent Lateral Force ☐ Dynamic
Architectural, Mechanical, Components anchored? ☒ Yes ☐ No

LATERAL DESIGN CONTROL: ☐ Earthquake ☒ Wind

SOIL BEARING CAPACITIES:
Field Test (provide copy of test report): _____ psf
Presumptive Bearing capacity: 2500 psf
Pile cap, type, and capacity: _____

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NEW COLD SHELL BUILDING FOR
LAKE PARK - 321, LLC
1821 13TH AVE DR NW HICKORY, NC 28601

PROJECT NO. 663 20
REVISIONS
DATE ISSUED 08.18.2020
SHEET S1.0

1 S2.0 ROOF FRAMING PLAN
1/16" = 1'-0"

36/4 ATTACHMENT PATTERN

ATTACHMENT TO DECKING SUPPORTS TO BE MADE WITH 5/8" DIA. PUDDLE WELDS MINIMUM.

SIDELAP ATTACHMENT TO BE MADE WITH #10x3/4" SELF DRILLING SCREWS.

JOIST BRIDGING NOTES:

"HB"-INDICATES L1 1/4x1 1/4x7/64 HORIZONTAL BRIDGING AT TOP & BOTTOM CHORDS

"UB"-INDICATES L1 1/4x1 1/4x7/64 UPLIFT BRIDGING AT BOTTOM CHORD PANEL POINT AT JOIST END

XB PER S.J.I. REQUIREMENTS

ROOF DECK SCHEDULE

QTY.	MARK	DESCRIPTION	WIDTH	LENGTH
7	D1	1 1/2", 22GA.-TYPE 'B'-PTD.	36"	
7	D2	1 1/2", 22GA.-TYPE 'B'-PTD.	36"	
7	D3	1 1/2", 22GA.-TYPE 'B'-PTD.	36"	

TYPICAL @ ALL GIRDERS

ANGLE STRUT DETAIL

ROOF FRAMING NOTES:

1. ALL ELEVATIONS REFERENCE FUTURE FINISHED FLOOR ELEVATION = 0'-0".
2. T.O.J. (-X'-XX") = TOP OF JOIST ELEVATION ABOVE FINISHED FLOOR.
3. TYPICAL PERIMETER COLUMNS AT PRECAST WALLS HSS 8" X 8" X 1/4" (COL LINES "A", "D", "1", "7")
4. TYPICAL INTERIOR MAIN COLUMNS HSS 10" X 10" X 5/16".
5. COLUMN BASE PLATES
   HSS 10" X 10" X 5/16" - USE 1.25" X 18" X 18" BASE PLATE WITH (4) 1" DIA. ANCHOR BOLTS.
   HSS 8" X 8" X 1/4" - USE 1" X 16" X16" BASE PLATE WITH (4) 1" DIA. ANCHOR BOLTS
6. TYPICAL BAR JOISTS 28K9 @ 5'-0" O.C. AT 48 FT BAYS.
   TYPICAL BAR JOISTS 24K7 @ 5'-0" O.C. AT 40 FT BAYS.
7. BOTTOM CHORD EXTENSIONS AT COLUMNS (TYP.)
8. BRIDGING REQUIREMENTS PER S.J.I.
9. ROOF DECK: 1 1/2", 22 GA., TYPE "B" STANDARD PRIME PAINTED
   3 - SPAN CONDITION MINIMUM FOR ROOF DECK
10. ROOF FRAMING IS DESIGNED TO COMPLY WITH SECTION 1611.2 OF THE N.C. BUILDING CODE IN REGARDS TO PONDING STABILITY AND IN REGARDS TO PROPER SUPPORT OF RAIN LOADS ON THE ROOF STRUCTURE.
11. ROOF FRAMING IS DESIGNED TO SUPPORT FUTURE ROOF TOP UNITS TO BE LOCATED OVER COLUMNS AND GIRDERS. INSTALL L4"x4"x4" STEEL ANGLES FROM JOIST TO JOIST TO SUPPORT ROOF DECK AT ALL ROOF OPENING LOCATIONS.

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PROJECT NO. 663 20

REVISIONS

DATE ISSUED
08.18.2020

SHEET
S2.0

Exhibit XI.A.1.

TYPICAL SECTION@ PRECAST WALL FOOTING

DETAIL @ COLUMN PARAPET SIDES

DETAIL @ COLUMN GUTTER SIDE

DETAIL @ COLUMN

SECTION

SECTION

TYPICAL DETAILS FOR PRECAST CONNECTIONS

SECTION

SECTION

SECTION

SECTION

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REVISIONS

DATE ISSUED 08.18.2020

SHEET

S3.0

A1.0 FLOOR PLAN WITH TAGS

NEW COLD SHELL BUILDING FOR

LAKE PARK - 321, LLC

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SHEET A1.0
PROJECT NO. 663.20
REVISIONS

1 A1.1 DIMENSIONED FLOOR PLAN WITH TAGS
1/32" = 1'-0"

NEW COLD SHELL BUILDING FOR

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A1.1

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Exhibit XI.A.1.

1 A1.2 PRECAST PANEL DIMENSIONS

PerformMAX - WS-500 WIDE STILE DOOR
BOTTOM RAILS / THRESHOLDS AND MUNTINS

2 A1.2 WIDE STILE DOOR DETAIL

4 A1.2 6" RELIANCE CURTAIN WALL DETAIL OR EQUAL

SERIES 3000 FRONT SET OR EQUAL

3 A1.2 STOREFRONT DETAILS

5 A1.2 PRECAST SEALANT DETAIL

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SHEET A1.2

Exhibit XI.A.1.

1 A1.3 PLAN @ DOCK STAIR
1/4" = 1'-0"

2 A1.3 SECTION @ DOCK STAIR
1/4" = 1'-0"

GENERAL STAIR AND GUARDRAIL NOTES:

1. HANDRAILS
A. PROVIDE HANDRAIL – BOTH SIDES OF STAIRS.
B. HEIGHT OF RAILING ABOVE TREADS – 34" (34" MIN. – 38" MAX)
C. HANDRAILS ARE CONTINUOUS OR WHEN NOT EXTEND HANDRAILS AT LEAST 12" BEYOND TOP RISER AND CONTINUE SLOPE THE DEPTH OF ONE TREAD BEYOND THE BOTTOM RISER.
D. RETURN AND TERMINATE ENDS OF HANDRAILS TO WALL OR POST.
E. PROVIDE 1 1/2" CLEAR BETWEEN HANDRAIL AND WALL.
F. CROSS-SECTIONAL DIMENSION (AND DRY PORTION OF HANDRAILS) 1 1/4" MIN. 2" MAX.
2. TREADS
A. ALL TREADS SURFACES ARE TO BE SLIP RESISTANT
B. ALL EXPOSED EDGES OF TREADS ARE TO BE SMOOTH, ROUNDED OR CHAMFERED. NO ABRUPT EDGES AT LOWER FRONT EDGE OF NOSING.
3. NOSINGS
A. NOSING PROJECTION FACE FACE OF RISER BELOW TO BE 1 1/2" MAXIMUM
4. RISERS
A. SUFFICIently SOLID TO PREVENT PASSAGE OF OBJECTS LARGER THE 1/4" (UNLESS NOTED OTHERWISE)
5. DIMENSIONS
A. RISERS: 7" MAX. HOPE, 4" MIN.
B. TREADS: 11" MINIMUM HORIZONTAL
6. MINIMUM VARIATION IN VIDTH OF RISERS OR WIDTH OF TREADS IN ANY GIVEN FLIGHT: 1/4"
7. MINIMUM HEADROOM CLEARANCE REQUIRED VERTICALLY FROM THE PLANE OF THE SOLIND FINISH THROUGH TO THE TREAD NOSING AT THE STAIRWELL: 6'-8" MINIMUM CLEAR
8. MINIMUM VERTICAL DISTANCE BETWEEN STAIRWAY LANDINGS 12'-0"
9. STAIR LANDINGS
A. STAIR LANDINGS SHALL BE THE SAME WIDTH AND DEPTH AS THE STAIR IT SERVES WITH MINIMUM DIMENSIONS OF 36" EACH WAY.
B. PROVIDE HANDRAIL AT STAIRS AND 42" HIGH GUARD RAIL AT STAIR LANDINGS WITH CLEAR SPACE BETWEEN BALUSTERS AND HORIZONTAL TOP RAIL 47 47 MIN. CLR. TYPICAL
10. GUARDS
A. GUARDS PROVIDED ALONG OPEN-SIDED WALKING SURFACES MORE THAN 30" ABOVE GRADE OR FINISH FLOOR.
B. GUARDS SHALL BE 42" ABOVE WALKING SURFACE.
C. REQUIRED GUARDS SHALL NOT HAVE OPENINGS BETWEEN POINTS THAT ALLOW PASSAGE OF A 4" SPHERE A DIAMETER FROM THE WALKING SURFACE TO THE REQUIRED GUARD HEIGHT. A BOTTOM RAIL OR COVE SILL NOT ALLOW THE PASSAGE OF A 2" DIAMETER SPHERE AT THE LANDINGS.
D. GUARDS AT MECHANICAL EQUIPMENT THAT REQUIRE SERVICE WITHIN 6' OF A ROOF EDGE OR MORE THAN 30' ABOVE THE FLOOR, ROOF OR GRADE SHALL PREVENT THE PASSAGE OF A 21" SPHERE IN DIAMETER THE GUARD WILL EXTEND A MIN. 30" BEYOND EACH END OF THE EQUIPMENT

GENERAL NOTES:

A. DISCREPANCIES: THE CONTRACTOR SHALL INFORM THE ARCHITECT IN WRITING OF ANY DISCREPANCIES OR OMISSIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS OR OF ANY VARIATIONS NEEDED IN ORDER TO CONFORM TO CODES, RULES AND REGULATIONS. UPON RECEIPT OF SUCH INFORMATION, THE ARCHITECT WILL SEND WRITTEN INSTRUCTION TO ALL CONCERNED. ANY SUCH DISCREPANCY, OMISSION, OR VARIATION NOT REPORTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND WORK SHALL BE PERFORMED IN A MANNER DIRECTED BY THE ARCHITECT.

B. EXISTING CONDITIONS: ALL EXISTING INFORMATION WAS TAKEN FROM DRAWINGS FURNISHED BY OTHERS WHICH MAY OR MAY NOT BE CORRECT. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS AT THE JOB SITE. ANY DISCREPANCIES OR VARIATIONS FROM THE CONDITIONS SHOWN ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING.

C. DRAWING SCALES: THESE DRAWINGS ARE PREPARED TO THE SCALES NOTED. HOWEVER, DIMENSIONS ARE NOT TO BE DERIVED BY SCALING THE PLANS, SECTIONS OR DETAILS. IF THERE ARE ANY QUESTIONS ABOUT DETAILS OR DIMENSIONS, CONTACT THE ARCHITECT FOR INFORMATION PRIOR TO STARTING WORK.

D. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 NC STATE BUILDING CODE AND ALL OTHER LOCAL CODE REGULATIONS HAVING JURISDICTION.

E. FRAMING LUMBER IN CONTACT WITH MASONRY, CONCRETE, OR STEEL SHALL BE PRESSURE TREATED.

F. PROVIDE LEVER HARDWARE AT ALL DOORS TO PROVIDE ADA ACCESSIBILITY. PROVIDE PANIC HARDWARE AT OUTDOOR DOORS FOR EGRESS.

G. SEE DOOR SCHEDULE FOR DOORS, FRAMES AND HARDWARE

H. DESIGN PARAMETERS AND DETAILS FOR THE PRECAST CONCRETE PANELS SHALL BE SEALED AND SIGNED BY A DESIGN PROFESSIONAL LICENSED IN NORTH CAROLINA AND EMPLOYED BY THE COMPANY DESIGNING AND MANUFACTURING THE PANELS.

I. FIRE EXTINGUISHERS SHALL BE ADDED AT TIME OF TENANT UFIT. ADDITIONAL QUANTITY AND LOCATIONS TO BE DETERMINED BY LOCAL FIRE OFFICIAL.

DOOR DETAILS
NTS
ALL DOORS NEED TO BE 36" CLEAR IN THE OPEN POSITION THEREFORE 36" DOORS ARE USED. A 34" DOOR MAY NOT BE USED.

DOOR SCHEDULE - HARDWARE ALLOWANCE $5,000.00

NOTES:
1. G.C. TO COORDINATE HARDWARE NEEDED WITH OWNER.
2. VERIFY FIELD CONDITION THROUGH BEFORE ORDERING
3. VERIFY DOOR OPENING BEFORE ORDERING.
4. PROVIDE LEVER OR PANIC HARDWARE AT ALL DOORS. SEE NOTES COLUMN FOR PANIC HARDWARE LOCATIONS.
5. ALL THRESHOLD INTERIOR AND EXTERIOR NOT TO EXCEED 1/2" HIGH PER CODE.
7. EXIT – PROVIDE A 6'x6' CONCRETE EXTERIOR PAD WITH MOST OF PAD EXCESS AT HARDWARE SIDE OF DOOR. PROVIDE A 1'-0" WALK WITH NO STEPS OR LEVEL CHANGES GREATER THAN 1/2" TO PUBLIC WAY.
8. SEE SC SPECS FOR OVERHEAD DOOR, LEVELERS AND SEALS. SEE FLOOR PLANS AND SITE DRAWINGS FOR BOLLARDS AND LOCATIONS.

HARDWARE TO BE SUPPLIED BY STOREFRONT VENDOR AT DOOR 101A STOREFRONT ENTRANCE INCLUDES CONTINUOUS HINGES, TRANSOM MOUNTED DOOR CLOSER, THRESHOLD, BOTTOM SWEEP, TUBULAR PUSH PULL AND LOCK KEY FROM OUTSIDE ONLY, INSIDE PADDLE PUSH TO EXCESS SINGLE ACTION, NO LOCK ON INSIDE.

DOOR NO.	ROOM NAME	DOOR SIZE	MAT.	ELEV.	FRAME	ELEV.	HEAD/JAMB	RATING	NOTES
101A	BLDG EXTERIOR ENTRANCE	PR. 3'-0" x 7'-0"	ALUM	A	ALUM	AF1	IN PRECAST WALL	NONE	LEVER WITH CLOSER
101B	BLDG EXTERIOR ENTRANCE	3'-0" x 7'-0"	HM	B	HM	1	IN PRECAST WALL	NONE	LEVER WITH CLOSER
101C	BLDG EXTERIOR ENTRANCE	3'-0" x 7'-0"	HM	B	HM	1	IN PRECAST WALL	NONE	LEVER WITH CLOSER
101D	BLDG EXTERIOR GROUND DOOR	12'-0" x 14'-0"	METAL	D	-	2	IN PRECAST WALL	NONE	OH GROUND DOOR
101E	BLDG EXTERIOR ENTRANCE	3'-0" x 7'-0"	HM	B	HM	1	IN PRECAST WALL	NONE	LEVER WITH CLOSER
101F	BLDG EXTERIOR OH DOOR	8'-0" x 8'-0"	METAL	C	MTL	2	IN PRECAST WALL	NONE	OH DOOR DOOR
101G	BLDG EXTERIOR OH DOOR	8'-0" x 8'-0"	METAL	C	MTL	2	IN PRECAST WALL	NONE	OH DOOR DOOR
101H	BLDG EXTERIOR ENTRANCE	3'-0" x 7'-0"	HM	B	HM	1	IN PRECAST WALL	NONE	PUSH PADDLE PANIC WITH CLOSER

GLASS SCHEDULE

NO.	GLASS TYPE
G1	1" LOW E TEMPERED INSUL SOLARBAN 60 GLASS. GLAZING TO MEET COMMERCIAL ENERGY CODE FOR ZONE SPECIFIED IN CODE. G.C. TO COORDINATE WITH SUPPLIER.

BASIS OF DESIGN:
OLDCASTLE RELIANCE 6" CURTAIN WALL W/ 4" CUSTOM HORIZONTAL AS INDICATED OLDCASTLE 2" x x 1/2" FRONT SET THERMAL STOREFRONT

DOORS ARE OLDCASTLE MS-500 WIDE STILE SINGLE ACTING WITH 1.5" BOTTOM RAILS.

ALL GLAZING FOR FRAMES AND DOORS WILL BE 1" TEMPERED WITH LOW E COATING WITH SOLARBAN 60 GLASS.

PAIR OF ANODIZED ALUMINUM FRAMED DOORS AND 1/8" E GLASS WITH ANODIZED ALUMINUM FRAMED WINDOWS WITH LOW E GLASS. VERIFY ALL DIMENSIONS WITH PRECAST SHOP DRAWINGS.

ALUMINUM FRAME ELEVATIONS
1/4" = 1'-0"

DOOR ELEVATIONS
1/4" = 1'-0"

DOOR FRAME ELEVATIONS
1/4" = 1'-0"

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NEW COLD SHELL BUILDING FOR
LAKE PARK - 321, LLC
1821 13TH AVE DR NW HICKORY, NC 28601

PROJECT NO. 663 20
REVISIONS
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SHEET A1.3

NEW COLD SHELL BUILDING FOR

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A4.2

DATE 08.18.2020
PROJECT NO. 663.20

1 A4.3 PARTIAL WALL ELEVATION @ OVERHEAD DOORS
1/8" = 1'-0"
2 A4.3 WALL SECTION
1/2" = 1'-0"
27'-6" TOTAL PRECAST PANEL - TOP OF FOOTING TO TOP OF PANEL
PRECAST COLOR #1
PRECAST COLOR #2
TOP OF FOOTING
4" CONCRETE PAD
INSULATED DOOR
9'-0" OVERHEAD DOOR
29'-6" - FFE TO TOP OF PRECAST PANEL
31'-6" TOTAL PRECAST PANEL - TOP OF FOOTING TO TOP OF PANEL
26'-6" - FFE TO TOP OF PRECAST PANEL
FOOTING - SEE STRUCTURAL
BOTTOM OF FOOTING
VERTICAL TRACK
DOOR JAMB BRACKETS COORD. W/ MANU.
BREAKAWAY TRACKS SIMILAR
8" PVC INSULATED FALL PANELS
DOOR SPRING ASSEMBLY
COLUMN
JOIST
GUTTER HEIGHT
JOIST GIRDER
TALL WALL PLAN
NEW COLD SHELL BUILDING FOR
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PROJECT NO. 663.20
REVISIONS

3

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Office of Business Development, Planning Division

Contact Person: Brian Frazier, Planning Director

Date: September 16, 2020

Re: Voluntary Non-Contiguous Annexation of Property Owned by Gerald and Donna McCray.

REQUEST

Consideration of the voluntary non-contiguous annexation of 2.156 acres (which includes street right-of-way) of property located at 4610 16th Street Drive NE. This property is identified as PIN 3725-17-11-5773.

BACKGROUND

Gerald and Donna McCray have petitioned for the voluntary non-contiguous annexation of 2.156 acres of property located at 4610 16th Street Drive NE. The subject property is currently located within the City's extra-territorial jurisdictional area (ETJ), and zoned Low Density Residential (R-1). The annexation is being requested in order to connect to the City's sewer system.

ANALYSIS

The subject property is zoned R-1, and is 2.156 acres in total area. The property may be developed for one and two family residential uses at an intensity of two (2) dwelling units per acre, which could potentially yield four (4) new dwelling units. The property owner intends to divide the property into two (2) lots, and construct two (2) single-family dwellings.

The current tax value of the property is $36,200. If annexed with its present value, the property would immediately generate additional tax revenues of $212.68. The future tax revenues generated by the development of the property is currently unknown.

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

RECOMMENDATION

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

BUDGET ANALYSIS:

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

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier Initiating Department Head	9/16/2020 Date	Deputy City Attorney, A. Dula	9-29-20 Date
Asst. City Manager R. Miller	9/29/20 Date	Asst. City Manager, R. Beasley	9/29/20 Date
Finance Officer, M. Miller	9/28/20 Date	Deputy Finance Officer, S. Guy	9/28/20 Date
	Date		

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

City Manager, Warren Wood

10·1·20
Date

CITY OF HICKORY
APPLICATION FOR VOLUNTARY ANNEXATION

DATE SUBMITTED: 8-31-2020

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

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

1. The property be voluntarily annexed is located on 16th Street NE between 45th Ave PL NE and 16th St Dr NE and is shown in more detail on the attached survey.

   PIN NO. (S) : 3725-17-11-5773

   Physical (Street) Address: _____

2. The property is owned by: (please print) Gerald and Donna McCray
   (Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

   Owner Information:

   Name: Gerald and Donna McCray

   Address: 2020 10th Street Blvd NW Hickory NC 28601

   Phone Number: 828-320-6494

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

   Agent Information:

   Name: None

   Address: _____

   Phone Number: _____

4. If annexation is approved by the Hickory City Council, and if the property(s) is not currently zoned by the City of Hickory, the applicant would request that the property be placed into a R-1 zoning district.

5. WATER AND SEWER AVAILABLILTY AND CONNECTIONS

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

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

6. APPLICANT'S AFFIDAVIT

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

Gerald & Donna McCray
Printed Name of Property Owner(s)

Donna M. McCray
Gerald R McCray
Signature of Property Owner(s)

2020 10th St Blvd NW
Address of Property Owner(s)

828-320-6494
Telephone Number of Property Owner(s)

(Please choose the appropriate notary block)

State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Gerald R McCray Donna M McCray personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this 31st day of August, 2020.

My Commission Expires: March 14, 2024

Heidi B. Hedrick
Notary Public

State of North Carolina – County of _____

OFFICIAL SEAL
Notary Public - North Carolina
CATAWBA COUNTY
HEIDI B HEDRICK
My Commission Expires 3-14-24

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

My Commission Expires: _____

_____
Notary Public

3594-1480

FILED ELECTRONICALLY
CATAWBA COUNTY NC
DONNA HICKS SPENCER

FILED	Aug 25, 2020
AT	03:50:00 PM
BOOK	03594
START PAGE	1480
END PAGE	1481
INSTRUMENT #	16999
EXCISE TAX	$96.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: **$96.00**

Parcel Identifier No. 372517115773 REID 601385 Verified by _____ County on the _____ day of _____, 20 ____
By: _____

Mail/Box to: JOHN G. FULLER, ATTORNEY AT LAW, 352 2ND STREET NW, HICKORY, NC 28601

This instrument was prepared by: JOHN G. FULLER, ATTORNEY AT LAW, 352 2ND STREET NW, HICKORY, NC 28601

Brief Description for the Index: _____

THIS DEED made this **21st** day of **AUGUST, 2020,** by and between

GRANTOR	GRANTEE
MTK, LLC, **A NORTH CAROLINA LIMITED LIABILITY COMPANY** **4411 16th St Dr NE** **Hickory, NC 28601**	**Gerald R. McCray and wife,** **Donna M. McCray** **2020 10th St Blvd NW** **Hickory NC 28601**

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

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

BEING all of Lot 6, consisting of a total of 2.156 acres, more or less, as shown on a plat entitled "Lewis C Isenhour, MTK, LLC, Betty I Keller & Kelly I Hedrick" prepared by Darrin L Reid, PLS, dated June 6, 2019, and recorded July 16, 2019, in Book 79, Page 135, Catawba County Registry, reference to which said plat is hereby made for greater certainty of description.

Submitted electronically by "John G. Fuller, Attorney At Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Catawba County Register of Deeds.

3594-1481

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3529, Page 1768.

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

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

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

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

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

MTK, LLC

By: Betty Keller, Manager (SEAL)
BETTY KELLER, MANAGER

STATE OF NORTH CAROLINA – COUNTY OF CATAWBA

LIBBY JAMES NOTARY PUBLIC CATAWBA COUNTY, NC

I, Libby James, the undersigned Notary Public of the County and State aforesaid, certify that Betty Keller, personally came before me this day and acknowledged that she is the Manager of MTK, LLC, a North Carolina LLC and that by authority duly given and as the act of such entity, they signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and official stamp or seal, this 24 day of August, 2020.

Libby James
Notary Public Libby James
My commission expires: May 7, 2024

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

Satellite Annexation

of the property of

Gerald R. McCray

and

Donna M. McCray

That certain parcel or tract of land lying and being about 5.2 miles north northeast of the center of the City of Hickory. Bounded on the north by the lands of Donald S. Bumgarner as described in Deed Book 2259 at Page 105, on the west and the south by other City of Hickory city limits, as shown in Plat Book 44 at Page 44, on the west by the right-of-way of 16th Street Drive NE and more particularly described as follows, to wit:

Beginning at a ½" rod, said rod having N.C. grid coordinates (NAD 83) of N 751,555.5093, E 1,321,364.5739 and being located a grid bearing and distance of North 28 degrees 22 minutes 37 seconds East 420.45 feet from NCGS Monument "Killian", having N.C. grid coordinates (NAD 83) of N 751,185.581, E 1,321,164.746 and running thence, as new City of Hickory city limits lines the following calls: North 60 degrees 00 minutes 04 seconds West 9.16 feet to a mag nail in the centerline of 16th Street Drive NE; thence, with the centerline of 16th Street Drive NE, North 20 degrees 11 minutes 19 seconds East 98.96 feet to a point; thence, with the centerline of 16th Street Drive NE, the same bearing a distance of 244.77' to a railroad spike in the centerline of 16th Street Drive NE; thence, with the centerline of 16th Street Drive NE, North 20 degrees 54 minutes 42 seconds East 161.90 feet to a point in the centerline of 16th Street Drive NE; thence leaving the centerline of 16th Street Drive NE, South 59 degrees 58 minutes 36 seconds East 29.19 feet to a ¾" pipe on the east right-of-way of 16th Street Drive NE; thence, as said right-of-way, South 21 degrees 27 minutes 14 seconds West 60.67 feet to a ½" pipe on said right-of-way and the southwest corner of the lands of Donald S. Bumgarner as described in Deed 2259 at page 105; thence, leaving said right-of-way and as the south line of Bumgarner, South 60 degrees 07 minutes 07 seconds East 79.63 feet to a 1" solid rod; thence, continuing with the south line of Bumgarner, South 59 degrees 36 minutes 02 seconds East 125.29 feet to a 3/4" pipe in the south line of Bumgarner and being the northernmost corner of the existing City of Hickory city limits as shown in Plat Book 44 at Page 44; thence, leaving the south line of Bumgarner and as said existing city limits the following calls: South 26 degrees 29 minutes 45 seconds West 268.01 feet to a ½" rod, passing a ¾" pipe at 70.82 feet; thence South 26 degrees 29 minutes 06 seconds West 171.03 feet to concrete monument; thence North 59 degrees 52 minutes 54 seconds West 176.69 feet to the point of beginning. Containing 2.156 acres more or less.

VOLUNTARY NON-CONTIGUOUS ANNEXATION ANALYSIS

APPLICANT: Gerald and Donna McCray

PROPERTY LOCATION (See Map 1): 4610 16th Street Drive NE

PIN NUMBER: 3723-11-17-5773

WARD: If annexed, the subject property will be located in Ward 2 (Councilwoman Williams).

REQUESTED ACTION: The request is for voluntary non-contiguous annexation.

ACREAGE: 2.156 acres (This includes street rights-of-way).

DEVELOPMENT POTENTIAL: Thee subject property is currently located within the City's extra-territorial jurisdictional area (ETJ), and zoned Low Density Residential (R-1). The subject property may be developed for one and two family residential uses at an intensity of two (2) dwelling units per acre, which could potentially yield four (4) new dwelling units. The property owner intends to divide the property into two (2) lots, and construct two (2) single-family dwellings.

TAX VALUE: The current tax value of the property is $36,200. If annexed with its present value, the property would immediately generate additional tax revenues of $212.68. The future tax revenues generated by the development of the property is currently unknown.

POPULATION INCREASES: The subject property is proposed to be utilized for two (2) single-family residences. Current estimates for Hickory indicate single-family residences contain 2.46 occupants. If the property is developed as intended, approximately five (5) new residents could be added to Hickory's population.

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

School Type	School District	Student Multiplier Per Dwelling	Number of Potential Dwelling Units	Potential Additional Students
Elementary	Snow Creek	0.21	2	0.42
Middle	Arndt	0.09	2	0.18
High	St. Stephens	0.13	2	0.26

**Note: The student multipliers above reflect numbers for single-family dwellings only.*

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

- **North:** The property is within Hickory's ETJ, and zoned Low Density Residential (R-1), and is occupied by a single-family residence and agricultural land;

- **South:** The property is located within Hickory, and zoned Low Density Residential (R-1), and is occupied by a single-family residence;

- **East:** The property is located within Hickory, and zoned Low Density Residential (R-1), and is occupied by a single-family residence; and

- **West:** The property is within Hickory's ETJ, and zoned Low Density Residential (R-1), and is occupied by a single-family residence and agricultural land.

UTILITY SERVICE: Water and sewer are not immediately available to the property. An existing utility easement inside the adjacent subdivision (Forest Creek Estates) can be used to serve the property with utilities. Any extensions will be the responsibility of the developer.

ACCESS: Access to the subject property is available from 16th Street Drive NE.

DISTANCE FROM CITY LIMITS (See Map 1): The proposed annexation area is located approximately 0.6 of a mile from the Hickory's proper municipal boundary. The property immediately abuts an existing non-contiguous part of Hickory on its southern and eastern borders.

STAFF COMMENTS:

- Fire: Annexation of this property would not adversely affect the operations of the fire department at this time. Property is currently in HFD Station 6's response area and will remain in such with no changes.

- Police Department: Annexation would not adversely affect the police department. The properties, upon annexation, would be in Baker PACT.

- Engineering: No objections.

- Planning: No objections.

- Public Services: No objections.

- Public Utilities: Water and sewer are not immediately available to the property. An existing utility easement inside the adjacent subdivision (Forest Creek Estates) can be used to serve the property with utilities. Any extensions will be the responsibility of the developer.

- Legal: No objections.

- City Manager's Office: No objections.

STAFF RECOMMENDATION: Upon evaluation staff has found the following:

1. The voluntary non-contiguous annexation petition complies with all applicable statutes regarding the voluntary annexation of non-contiguous properties;

2. Adequate public services are available in sufficient quantities to properly serve the subject properties; and

3. The annexation of the properties will not cause available public services to fall below acceptable levels.

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

Gerald and Donna McCray
Voluntary Non-Contiguous Annexation
Map 1. Existing City Limits
Annexation Area
Hickory City Limits
Hickory ETJ
N
49TH AV PL NE
20TH ST CT NE
16TH ST DR NE
16TH ST DR NE
16TH ST DR NE
45TH AV NE
19TH ST CT NE
45TH AV PL NE
20TH ST PL NE
46TH AV DR NE
18TH ST LN NE
16TH ST PL NE
25TH ST PL NE
21ST ST CT NE
46TH AV DR NE
13TH ST PL NE
43RD AV NE
SNOW CREEK RD NE
SNOW CREEK RD NE
17TH ST NE
16TH ST NE
HICKORY
North Carolina
Life. Well Crafted.

Gerald and Donna McCray
Voluntary Non-Contiguous Annexation
Map 2. Current Zoning
Annexation Area
Hickory Zoning
R-1
49TH AV PL NE
20TH ST CT NE
16TH ST DR NE
45TH AV NE
19TH ST CT NE
45TH AV PL NE
20TH ST PL NE
46TH AV DR NE
18TH ST LN NE
16TH ST PL NE
21ST ST CT NE
46TH AV DR NE
25TH ST PL NE
13TH ST PL NE
43RD AV NE
SNOW CREEK RD NE
SNOW CREEK RD NE
17TH ST NE
16TH ST NE
HICKORY
North Carolina
Life. Well Crafted.

Gerald and Donna McCray
Voluntary Non-Contiguous Annexation
Map 3. 2018 Aerial Photo

Annexation Area

Prepared by: Arnita Dula, Deputy City Attorney, City of Hickory
P.O. Box 398, Hickory, NC 28603-0398

ANNEXATION ORDINANCE NO. 460

VOLUNTARY ANNEXATION ORDINANCE (NON-CONTIGUOUS)

Gerald McCray and wife, Donna McCray

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

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

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

WHEREAS, the City Clerk has certified to the sufficiency of said request, and a public hearing on the question of this annexation was held in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina, at 7:00 p.m. on the 6th day of October, 2020; and

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

a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the City of Hickory.

b. No point on the proposed satellite corporate limits is closer to another city than to the City of Hickory.

c. The areas described are so situated that the City will be able to provide services on the same basis within the proposed satellite corporate limits that it provides within the primary corporate limits.

d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation.

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following-described non-contiguous territory is hereby annexed and made a part of the City of Hickory as of the 31st day of October, 2020:

SATELLITE ANNEXATION
BY THE CITY OF HICKORY
OF THE PROPERTY OF
GERALD R. MCCRAY AND WIFE DONNA M. MCCRAY

That certain parcel or tract of land lying and being about 5.2 miles north northeast of the center of the City of Hickory. Bounded on the north by the lands of Donald S. Bumgarner as described in Deed Book 2259 at Page 105, on the west and the south by other City of Hickory city limits, as shown in Plat Book 44 at Page 44, on the west by the right-of-way of 16th Street Drive NE and more particularly described as follows, to wit:

Beginning at a ½" rod, said rod having N.C. grid coordinates (NAD 83) of N 751,555.5093, E 1,321,364.5739 and being located a grid bearing and distance of North 28 degrees 22 minutes 37 seconds East 420.45 feet from NCGS Monument "Killian", having N.C. grid coordinates (NAD 83) of N 751,185.581, E

1,321,164.746 and running thence, as new City of Hickory city limits lines the following calls: North 60 degrees 00 minutes 04 seconds West 9.16 feet to a mag nail in the centerline of 16th Street Drive NE; thence, with the centerline of 16th Street Drive NE, North 20 degrees 11 minutes 19 seconds East 98.96 feet to a point; thence, with the centerline of 16th Street Drive NE, the same bearing a distance of 244.77' to a railroad spike in the centerline of 16th Street Drive NE; thence, with the centerline of 16th Street Drive NE, North 20 degrees 54 minutes 42 seconds East 161.90 feet to a point in the centerline of 16th Street Drive NE; thence leaving the centerline of 16th Street Drive NE, South 59 degrees 58 minutes 36 seconds East 29.19 feet to a ¾" pipe on the east right-of-way of 16th Street Drive NE; thence, as said right-of-way, South 21 degrees 27 minutes 14 seconds West 60.67 feet to a ½" pipe on said right-of-way and the southwest corner of the lands of Donald S. Bumgarner as described in Deed 2259 at page 105; thence, leaving said right-of-way and as the south line of Bumgarner, South 60 degrees 07 minutes 07 seconds East 79.63 feet to a 1" solid rod; thence, continuing with the south line of Bumgarner, South 59 degrees 36 minutes 02 seconds East 125.29 feet to a 3/4" pipe in the south line of Bumgarner and being the northernmost corner of the existing City of Hickory city limits as shown in Plat Book 44 at Page 44; thence, leaving the south line of Bumgarner and as said existing city limits the following calls: South 26 degrees 29 minutes 45 seconds West 268.01 feet to a ½" rod, passing a ¾" pipe at 70.82 feet; thence South 26 degrees 29 minutes 06 seconds West 171.03 feet to concrete monument; thence North 59 degrees 52 minutes 54 seconds West 176.69 feet to the point of beginning. Containing 2.156 acres more or less.

Section 2. Upon and after the 31st day of October, 2020, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hickory and shall be entitled to the same privileges and benefits as other parts of the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10, as amended.

Section 3. The newly-annexed territory described herein shall become part of Ward No. 2 of the City of Hickory.

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

ADOPTED THIS 6TH DAY OF OCTOBER, 2020.

Hank Guess, Mayor

Warren Wood, City Manager

Approved As To Form:

Arnita M. Dula, Deputy City Attorney

CERTIFICATION OF ANNEXATION ORDINANCE

NORTH CAROLINA
CATAWBA COUNTY
CITY OF HICKORY

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the Annexation Ordinance of Gerald McCray and wife Donna McCray was adopted at a regular meeting of the Hickory City Council held on October 6, 2020, and that said Ordinance is in full force and effective on October 31, 2020.

_____
City Clerk

NORTH CAROLINA
CATAWBA COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Debbie D. Miller, City Clerk for the City of Hickory, personally appeared before me this date and acknowledged the due execution of the foregoing certificate for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2020.

_____
Notary Public

My Commission Expires: _____