



**CITY OF CLAREMONT  
CITY COUNCIL MEETING  
Regular Meeting  
April 4, 2016  
7:00 PM  
Claremont City Hall**

**AGENDA**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. INVOCATION-** Dennis Richards, First Baptist Church
- 4. PLEDGE OF ALLEGIANCE**
- 5. MAYOR'S REPORT**
- 6. CONSENT AGENDA**
  - A. Regular Meeting Minutes –March 7, 2016
- 7. CITIZEN'S CONCERNS AND COMMENTS**
- 8. OLD BUSINESS**
  - A. Budget Transfers
- 9. PUBLIC HEARINGS**
  - A. To Amend City Zoning Ordinance
  - B. Voluntary Annexation 2985 Oxford Way
- 10. NEW BUSINESS**
  - A. Child Abuse Prevention Proclamation
  - B. Ordinance 11-15 Extend the Corporate City Limits at 2985 Oxford Way
  - C. Resolution 23-15 Call for Public Hearing for Voluntary Annexation 3000 Frazier Drive
  - D. Ordinance 13-15 Establish a Capital Project Fund for Industrial Development Fund Grant
  - E. Ordinance 14-15 Budget Amendment
  - F. Approve Contract for WPCOG Administration of IDF Grant
  - G. Approve Contract with The Wooten Company for Engineering Related to IDF Grant
  - H. Resolution 24-15 Authorize Grant Application for NC DEQ Merger/Regionalization Grant
  - I. Resolution 25-15 Authorize Grant Application for NC DEQ Asset Inventory Assistance Grant
  - J. CMAQ Sidewalk Project Update
  - K. Ordinance 12-15 Zoning Text Amendment
  - L. 2016 Action Plan- Draft
- 11. DEPARTMENT & COMMITTEE REPORTS**
  - A. Department Dashboard Report
- 12. CITY MANAGER'S REPORT**
- 13. ADJOURN**

**REQUEST FOR COUNCIL ACTION**

Date of Meeting:

**To:** Mayor and the City Council

**From:** Wendy Helms, City Clerk

**Action Requested: Consent Agenda**

1. Regular Session Minutes – March 7, 2016

**Recommendation:** Approve as Presented



## **City of Claremont Regular Meeting Minutes Monday, March 7, 2016**

The regular City Council meeting of the City of Claremont was held in the Council Chambers located at Claremont City Hall at 7:00 p.m. on Monday, March 7, 2016.

The following members of the Claremont City Council were present: Mayor Shawn Brown, Councilmember Timothy Lowrance, Councilmember Dale Sherrill, Councilmember Lee Miller and Councilmember David Morrow. Councilmember Dayne Miller was excused from the meeting.

The following personnel of the City of Claremont were present: City Manager Catherine Renbarger, City Clerk Wendy Helms, Police Chief Gary Bost, Fire Chief Bart Travis, Public Services Director Tom Winkler, Public Services Supervisor Bo Prince, Captain Allen Long, Recreation Coordinator Michael Orders, Finance Officer Stephanie Corn, City Planner Elinor Hiltz and City Attorney Bob Grant.

Others in attendance were: Robert Smith, Rev. Dennis Marshall, Robert Winrow, Jimmy Freeman, Lori Freeman, Gere Helton, Henry Helton, Jeanette Davis, Margery Adams, Richard Haunton, Glenn Morrison, David Clark, Bryan Martin, Suzanne White and Michael Kirby.

### ***1. CALL TO ORDER***

Mayor Shawn R. Brown called the Claremont City Council meeting to order at 7:00 p.m.

### ***2. APPROVAL OF AGENDA***

The agenda was then approved as presented.

### ***3. INVOCATION & PLEDGE OF ALLEGIANCE***

The invocation was given by Reverend Dennis Marshall from Bethlehem United Methodist Church. Councilmember Dale Sherrill led the Pledge of Allegiance.

### ***5. MAYOR'S REPORT***

Mayor Brown thanked the City Manager and Department Heads for their work on the budget. He also recognized City Clerk Wendy Helms for being awarded IIMC Certified Municipal Clerk.

## **6. CONSENT AGENDA**

**A. February 1, 2016, Regular Meeting Minutes** – Councilmember Timothy Lowrance made a motion to accept February 1, 2016 regular meeting minutes as presented. Councilmember David Morrow seconded the motion. The motion passed unanimously.

**B. February 1, 2016, Closed Session Minutes** – Councilmember Timothy Lowrance made a motion to accept the closed session minutes from February 1, 2016 as presented. Councilmember David Morrow seconded the motion. The motion passed unanimously.

## **7. CITIZEN'S CONCERNS & COMMENTS-** none

## **8. OLD BUSINESS-**

**A. Budget Transfer-** Transfer of funds was made to align line items to expenditures. Informational only.

**9. PUBLIC HEARING-** Motion was made by Councilmember Timothy Lowrance to go into a Public Hearing at 7:04 p.m. to discuss a rezoning request at 2883 North Oxford Street. Second was made by Councilmember David Morrow. Motion passed unanimously.

City Planner Elinor Hiltz spoke briefly about the need for rezoning and permitted uses for the property. She recommended the rezoning be approved because the amendment would be consistent with the Land Development Plan.

Motion was made by Councilmember Timothy Lowrance to close the Public hearing at 7:08 p.m. Second was made by Councilmember David Morrow. Motion passed unanimously.

## **10. PRESENTATIONS-**

**A. Suzanne White- Catawba County Library-** Ms. White gave an overview of the services that the Claremont Library offers.

**B. Gary Bost Police Department Awards-** Chief Bost presented Allen Long with the Officer of the Year Award. Captain Long in turn presented Chief Bost and Michael Kirby with the Top Shot Award.

## **11. NEW BUSINESS-**

**A. Resolution 18-15 Appointing Members to the Planning Board-** The Planning Board has two member seats open. Rupert Little and Jeff Barkley have agreed to serve again. Motion was made by Councilmember Dale Sherrill to approve Resolution 18-15, reappointing Rupert Little and Jeff Barkley to the Planning Board. Second was made by Councilmember Lee Miller. Motion passed unanimously.

**B. Resolution 19-15 Directing the Clerk to investigate a petition for voluntary annexation at 2985 Oxford Way-** The City received a voluntary annexation petition from the owners of 2985 Oxford Way. Motion was made by Councilmember Timothy Lowrance directing the City Clerk to investigate the sufficiency of the voluntary annexation and report back to Council. Second was made by Councilmember David Morrow. Motion passed unanimously.

**C. Resolution 20-15 Call for a Public Hearing, Voluntary Annexation at 2985 Oxford Way-** City Clerk Wendy Helms certified that she had investigated the petition and found as a fact that said petition was signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31. Motion was made by Councilmember Dale Sherrill to approve Resolution 20-15 calling for a public hearing on Monday, April 4, 2016 for citizen input on the voluntary annexation of 2985 Oxford Way. Second was made by Councilmember Lee Miller. Motion passed unanimously.

**D. Resolution 21-15 Directing the Clerk to Investigate a Petition for Voluntary Annexation at 3000 Frazier Drive-** The City received a voluntary annexation petition from the owners of 3000 Frazier Drive. Motion was made by Councilmember Timothy Lowrance directing the City Clerk to investigate the sufficiency of the voluntary annexation and report back to Council. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

**E. Ordinance 10-15 Amending the Official Zoning Map 2883 North Oxford Street-** Ordinance 10-15 will update the City of Claremont Zoning Map. This change is in conformance with the Future Land Use Map of the 2003 Land Development Plan, and the proposed development is infill development, which the Land Development Plan promotes. This Board believes this change to be for the common good. This zoning change is subject to the following properties:

Catawba County	PIN Owner	Address
3762-1701-9886	Fred Freeman Properties LLC	2883 N Oxford St
3762-1701-8871	Fred Freeman Properties LLC	2883 N Oxford St

Mayor Brown read a statement of public interest, rezoning this tract to Highway Business is beneficial to the public because of commercial use in a high traffic area. Councilmember David Morrow moved to adopt the statement of public interest and approve this rezoning because it is consistent with the Land Development Plan's Future Land Use Map. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

**F. Call for Public Hearing Protest Petition Text Amendment-** A public hearing is needed for an amendment to the zoning ordinance about protest petitions. A protest petition is a petition that opposition to a rezoning may submit. If the petition is valid, City Council must approve a rezoning by a  $\frac{3}{4}$  vote for it to pass. Recently the state legislature changed the statutes regarding what constitutes a valid protest petition. They lowered the standard from 20 percent to 5 percent of affected property owners, and they described the affected area as a buffer to account for oddly shaped parcels. The City of Claremont must adjust its ordinance to become consistent with the new state law. On January 25, 2016 the Planning Board recommended approval of this text amendment. Motion was made by Councilmember Dale Sherrill to call for a public hearing on April 4, 2016. Second was made by Councilmember David Morrow. Motion passed unanimously.

**G. Call for Public Hearing Residential Architectural Standards Text Amendment-** A public hearing is needed for an amendment removing residential architectural standards from Claremont's zoning ordinances. The state legislature passed a new statute making it illegal for cities to regulate architecture in single-family houses and duplexes. Claremont must remove some sections of their ordinance to comply with the new law. Motion was made by Councilmember David Morrow to call for a public hearing on April 4, 2016. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

**H. Resolution 22-15 Adopt Changes to Personnel Policy-** Several members of Council requested that City Administration examine the City's Personnel Policy and conditions of employment regarding political activity. Three versions of an amendment to the Personnel Policy were given for Council's consideration. All options will require an officer, volunteer or otherwise, of any City Department to

resign his or her role as officer if elected to the office of Mayor or City Council. After lengthy discussion the following changes were made to option 2. Councilmember David Morrow made a motion to accept option 2 with these changes:

Under Option 2, the following section would be added to the Policy: If an officer of any department of the city files as a candidate for the office of Mayor or Council of the City of Claremont, the candidate must take an unpaid leave of absence from his or her position as an officer within the department in which he or she serves until the outcome of the election for the office sought. If elected the officer must resign his or her role as an officer of the department in which he or she served. If the candidate is not elected, his or her unpaid leave of absence is terminated and he or she is fully restored to his or her former position.

Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

## ***12. DEPARTMENT & COMMITTEE REPORTS***

***A. Monthly Department Dashboard Report-*** The dashboard report was accepted as presented.

***13. CITY MANAGER REPORT*** – City Manager Renbarger reminded everyone of the Annual WPCOG meeting on April 28, 2016. A draft Action Plan will be distributed to Council in April. She also polled Council about dates for a spring local business meeting. Finally everyone was asked to save the date of October 15, 2016; this will be the date for the PJ Stanley Memorial 5K.

## ***14. ADJOURN***

With no further business of the board motion was made by Councilmember Dale Sherrill to adjourn the meeting at 8:08 p.m. Second was made by Councilmember David Morrow. Motion passed unanimously.

Respectfully submitted,  
Wendy L. Helms, City Clerk

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Shawn R. Brown, Mayor

Attested:

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Wendy L. Helms, City Clerk

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **April 4, 2016**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Citizen Concerns**

Open the floor for comments or questions from the audience.

**Recommendation:** No action needed

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **April 4, 2016**

**To:** Mayor and the City Council

**From:** Stephanie Corn, Finance Officer

**Action Requested: Budget Transfers**

Cleaning up line items before year end.

**Recommendation:** Informational, no action needed.



## CITY OF CLAREMONT

Shawn R. Brown  
Mayor

3/11/2016

Catherine Renbarger  
City Manager

I, Stephanie Corn, authorize the following line transfers in the 15/16 budget.

<u>Line</u>	<u>Increase</u>	<u>Decrease</u>
10-4200-0500	\$ 100.00	
<u>Fica</u>		
10-4200-1100		\$ 100.00
<u>Postage</u>		
10-5100-0500	\$ 2,800.00	
<u>Fica</u>		
10-5100-3100		\$ 2,800.00
<u>Gas, Oil, Grease</u>		
10-5450-0900	\$ 300.00	
<u>Physicals</u>		
10-5450-1500		\$ 300.00
<u>Build. / Grounds</u>		
10-5300-4500	\$ 4,136.00	
<u>Contracted Services</u>		
10-5300-1600		\$ 1,750.00
<u>Maint. Equip</u>		
10-5300-1500		\$ 1,550.00
<u>Build. / Grounds</u>		
10-5300-1400		\$ 750.00
<u>Travel / Training</u>		
10-5300-3200		\$ 86.00
<u>Office Supplies</u>		

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **April 4, 2016**

**To:** Mayor and the City Council

**From:** Elinor Hiltz, City Planner

**Action Requested: Open public hearing**

North Carolina General Statutes require that the City Council hold a Public Hearing prior to any changes in City Ordinance. This public hearing is to solicit public comment about a residential architectural standards zoning text amendment.

The amendment would delete residential architectural standards from attached and detached houses and residential garages and would clarify that houses must face the sidewalk. Removing residential architectural standards is required by recently passed state legislation.

**Recommendation: Make a motion to enter into a Public Hearing**

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **April 4, 2016**

**To:** Mayor and the City Council

**From:** Wendy Helms, City Clerk

**Action Requested: Child Abuse Prevention Proclamation**

The Children's Advocacy and Protection Center of Catawba County have asked that the City support Child Abuse Prevention month.

**Recommendation:** Read Proclamation.

## PROCLAMATION

- Whereas,** child abuse prevention is a community effort and finding solutions depends on the involvement of people throughout the community; and
- Whereas,** child abuse and neglect is an ongoing tragedy and
- Whereas,** the effects of child abuse are felt by whole communities and need to be addressed by the entire community; and
- Whereas,** effective child abuse prevention programs succeed because of partnerships created between the courts, social service agencies, schools, religious organizations, law enforcement agencies, and the business community; and
- Whereas,** all citizens should become more aware of child abuse and its prevention within the community, and become involved in supporting parents to raise their children in a safe, nurturing environment;

NOW, THEREFORE, I, SHAWN R. BROWN, MAYOR OF THE CITY OF CLAREMONT, NORTH CAROLINA, DO HEREBY PROCLAIM THE MONTH OF APRIL, 2016 AS

### CHILD ABUSE PREVENTION MONTH

In the City of Claremont and call upon all citizens to increase their participation in efforts to prevent child abuse, thereby strengthening the community in which we live.

Dated this \_\_\_ Day of April, 2016



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Shawn R. Brown  
Mayor  
City of Claremont, NC

**REQUEST FOR COUNCIL ACTION**

Date of Meeting:

**To:** Mayor and the City Council

**From:** Wendy Helms, City Clerk

**Action Requested: Ordinance 11-15 Extend the Corporate City Limits at 2985 Oxford Way**

A voluntary annexation petition was received February 17, 2016. Investigation of sufficiency was completed and found to be sufficient. Advertisement was published in the Observer News Enterprise on March 24, 2016, to call for a public hearing. Said public hearing was held on Monday, April 4, 2016. Staff recommends approving Ordinance 11-15 to extend the corporate city limits to include 2985 Oxford Way. Voluntary annexation was a condition of the Conditional Use Permit the City issued.

**Recommendation:** Approve Ordinance 11-15 to Extend the Corporate City Limits to include 2985 Oxford Way.



**CITY OF CLAREMONT  
NORTH CAROLINA**

**ORDINANCE # 11-15**

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**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
CLAREMONT, NORTH CAROLINA**

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WHEREAS, the Claremont City Council has been petitioned under G.S. 160A-31 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Claremont City Hall at 7 p.m. on April 4, 2016, after due notice of publication on March 24, 2016; and

NOW, THEREFORE, BE IT ORDAINED by the Claremont City Council of the City of Claremont, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Claremont as of April 4, 2016:

BEGINNING at an existing iron pipe in the western margin of North Oxford Street, a variable public right-of-way, said point being in the southern line of Jackie Devlin, either now or formerly, as described in instrument recorded in Deed Book 1277, Page 056, in the Catawba County Registry ( the "Devlin Property"), said beginning point also being North 52 deg. 22 min. 55 sec. West 2175.84 feet from a published NCGS monument, "Claremont" and having NAD 83\2011 coordinates of, Northing = 722,276.987 and Easting = 1,361,929.287; and running thence from the Point of Beginning in a southerly direction along the western margin of North Oxford Street, South 25 deg. 41 min. 29 sec. East 423.86 feet to an existing iron pipe in the northern line of Max G. Fulbright, either now or formerly, as described in instrument recorded in Deed Book 310, Page 391, in the Catawba County Registry ( the "Fulbright Property"); thence leaving the western margin of North Oxford Street and in a westerly direction with the northern line of the Fulbright Property the following two (2) courses and distances: (i) South 65 deg. 34 min. 01 sec. West 80.73 feet to an existing iron pipe; (ii) South 48 deg. 11 min. 22 sec. West 1030.71 feet to an existing iron rod, the northwest corner of the Fulbright Property and in the eastern margin of Peachtree Street, a 50' public right-of-way; thence with the eastern margin of Peachtree Street, North 44 deg. 37 min. 36 sec. West 55.50 feet to an existing monument, the southeast corner of William C. Noble and Cynthia C. Noble, either now or formerly, as described in instrument recorded in Deed Book 1877, Page 579, in the Catawba County Registry ( the "Noble Property"), said point also being the junction of Peachtree Street and Walter Drive, a 50' public right-of-way; thence in a northerly direction with the Noble Property North 44 deg. 30 min. 28 sec. West 375.25 feet to an existing iron pipe, the southeast corner of William E. Gilbert and Loretta H. Henry, either now or formerly, as described in instrument recorded in Deed Book 1344, Page 434, in the Catawba County Registry ( the "Gilbert Property"); thence continuing in a northerly direction with the Gilbert Property North 44 deg. 30 min. 28 sec. West 101.30 feet to an existing iron pipe, the southwest corner of William E. Gilbert and Loretta H. Henry, either now or formerly,

as described in instrument recorded in Deed Book 1331, Page 367, in the Catawba County Registry ( the “Gilbert Property”); thence in a easterly direction with the southern line of the Gilbert Property North 49 deg. 11 min. 05 sec. East 250.00 feet to a point, the southwest corner of Claremont Plaza, LLC, either now or formerly, as described in instrument recorded in Deed Book 2194, Page 1141, in the Catawba County Registry ( the “Claremont Plaza Property”); thence continuing in a easterly direction with the southern line of the Claremont Plaza Property North 49 deg. 13 min. 02 sec. East 856.05 feet (crossing an existing iron pipe at 20.00 feet) to an existing iron pipe in the western line of the Devlin Property; thence with the Devlin Property the following two (2) courses and distances: (i) South 36 deg. 26 min. 12 sec. East 80.86 feet to an existing iron pipe; (ii) North 65 deg. 44 min. 28 sec. East 159.71 feet to the Point and Place of Beginning and containing 13.969 acres more or less.

Survey ROW Description – Oxford Crossing Apartments, Claremont, NC

ALL that certain piece, parcel or tract of land lying and being in the Town of Claremont, Clines Township, Catawba County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pipe in the western margin of North Oxford Street, a variable public right-of way, said point being in the southern line of Jackie Devlin, either now or formerly, as described in instrument recorded in Deed Book 1277, Page 056, in the Catawba County Registry ( the “Devlin Property”), said beginning point also being North 52 deg. 22 min. 55 sec. West 2175.84 feet from a published NCGS monument, “Claremont” and having NAD 83\2011 coordinates of, Northing = 722,276.987 and Easting = 1,361,929.287; and running thence from the Point of Beginning in a easterly direction North 65 deg. 44 min. 28 sec. East 28.00 feet to the approximate centerline of North Oxford Street; thence in a southerly direction with the approximate centerline of North Oxford Street South 25 deg. 41 min. 30 sec. East 423.78 feet to a point; thence in a westerly direction South 65 deg. 34 min. 01 sec. West 28.00 feet to an existing iron pipe in the northern line of Max G. Fulbright, either now or formerly, as described in instrument recorded in Deed Book 310, Page 391, in the Catawba County Registry ( the “Fulbright Property”); thence in a northerly direction with the western margin of North Oxford Street North 25 deg. 41 min. 29 sec. West 423.86 feet to the Point and Place of Beginning and containing 0.272 acre more or less.

Section 2. Upon and after April 4, 2016, 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 Claremont and shall be entitled to the same privileges and benefits as other parts of the City of Claremont. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Claremont 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 above, together with a 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 4th day of April, 2016.

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Shawn R. Brown, Mayor

Attest:

Approved as to form:

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Wendy L. Helms, City Clerk

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Robert Grant, City Attorney



North Carolina, Catawba County

I, \_\_\_\_\_ a Notary Public of the county and state aforesaid, certify that Mayor Shawn R. Brown and City Clerk Wendy L. Helms personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

My Commission expires: \_\_\_\_\_

(Seal)

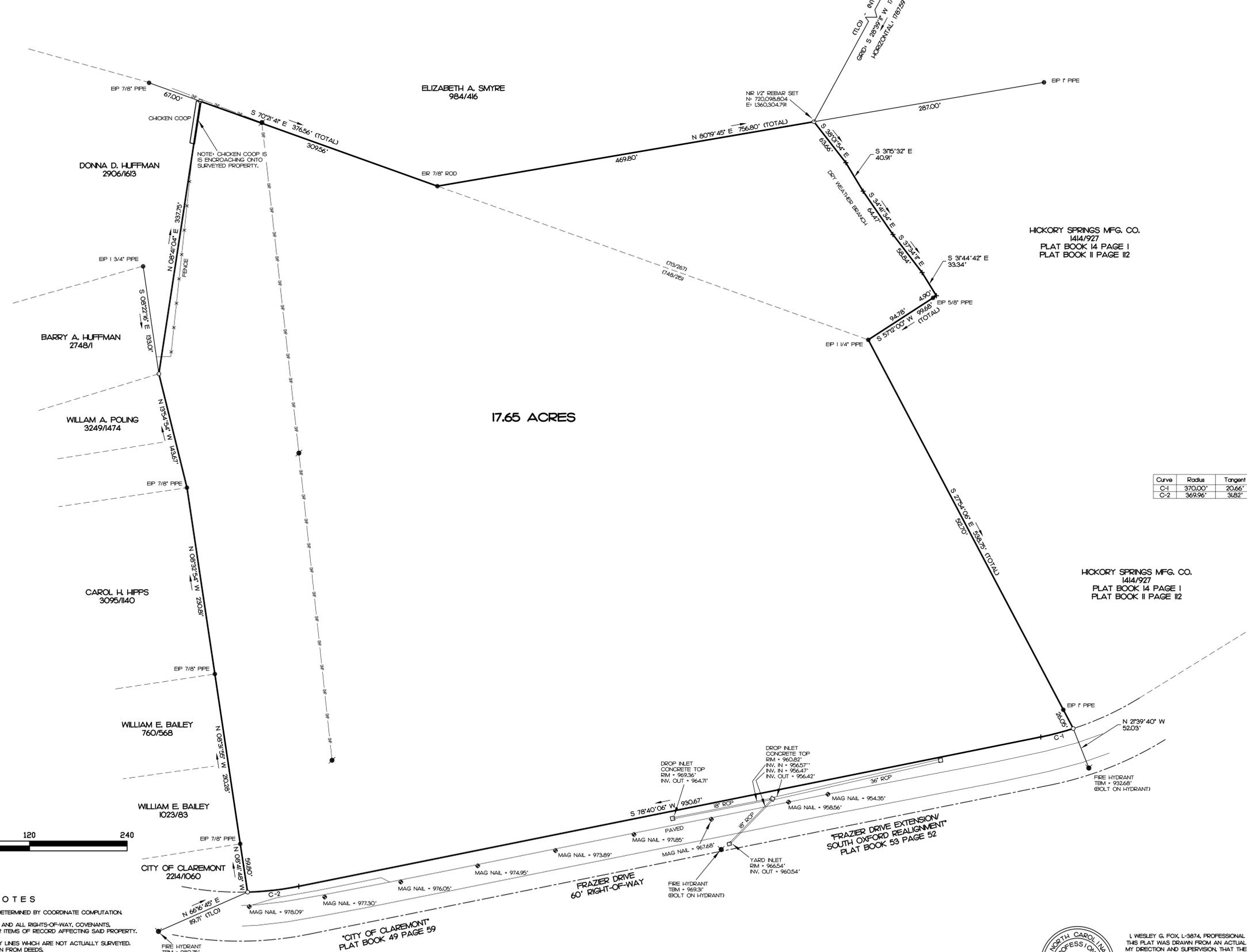
# FOX SURVEYING COMPANY, P.C.

770 N.C. HIGHWAY 16 SOUTH  
 P.O. BOX 637  
 TAYLORSVILLE, N.C. 28681  
 OFFICE: 828-635-1902 FAX: 828-635-1912  
 E-MAIL: wfox@foxsurveying.com  
 BUSINESS LICENSE #C-1902

**NC GRID NORTH**  
 BASED ON THE NC GRID SYSTEM  
 NAD 83 (2011)

BOUNDARY AND TOPOGRAPHICAL SURVEY FOR:							
<b>"SUBSTANCE, INC."</b>							
TOWNSHIP	COUNTY	STATE	DATE	FIELD BOOK	PAGE	SCALE	
NEWTON	CATAWBA	N.C.	08/04/15	67	39	1"=60'	
TAX MAP CODE#	REFERENCE DEEDS#						
PIN #3751-0899-9754	748/215 and 713/267						
REFERENCE PLAT:	REVISED:	DRAWING #					
11/12		542-D					
DRAWN BY:	JOB #	FILE NAME(S)					
WES	190-15	"SUB19015" & "SU19015A"					

WATERSHED - WS IV (PA)  
 ZONED - CLAREMONT (M-H)



Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C-1	370.00'	20.66'	41.27'	6°23'29"	5°29'07"	41.25'	S 75°28'22" W
C-2	369.96'	31.82'	63.48'	9°49'58"	5°29'15"	63.40'	S 83°35'02" W



### SPECIAL NOTES

NOTE: ALL AREAS SHOWN HEREON WERE DETERMINED BY COORDINATE COMPUTATION.  
 NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, COVENANTS, EASEMENTS, RESTRICTIONS, AND ALL OTHER ITEMS OF RECORD AFFECTING SAID PROPERTY.  
 NOTE: DASHED LINES REPRESENT PROPERTY LINES WHICH ARE NOT ACTUALLY SURVEYED. THE POSITION OF DASHED LINES ARE TAKEN FROM DEEDS.  
 NOTE: THE CALCULATED RATIO OF PRECISION IS 1/10,000.  
 NOTE: THIS PROPERTY IS TIED TO THE NC GRID SYSTEM BY MONUMENTATION AS SHOWN USING NAD 83 PUBLISHED DATA AND A COMBINED FACTOR OF 0.99986299. THE LINES ARE SHOWN WITH HORIZONTAL AND NC GRID DISTANCES AND GRID BEARINGS; HOWEVER, ALL DISTANCES ALONG PROPERTY LINE DESCRIPTIONS ARE HORIZONTAL MEASUREMENTS.

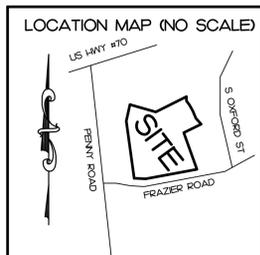
### LEGEND

- EX - EXISTING
- EXISTING IRON ROD - ●
- EXISTING IRON PIPE - ○
- NEW IRON REBAR - ○
- CONCRETE MONUMENT - □
- CALCULATED POINT - +
- RR SPIKE - ⊙
- PK NAIL - ⊖
- NCGS HORIZONTAL MONUMENT - ■
- STONE - ▲
- NAIL & CAP - ⊞
- NAIL - ⊞
- MAG NAIL - ⊕
- (TLO) - THE LINE ONLY
- RIW - RIGHT-OF-WAY
- OVER-HEAD SERVICE LINES - —P—P—
- CAMP - CORRUGATED METAL PIPE
- R.C.P. - REINFORCED CONCRETE PIPE
- C/L - CENTERLINE
- POWER POLE - ⊕
- FENCE LINE - —+—+—+—
- BRANCH - —B—B—B—
- INTS) - NOT TO SCALE
- NOTE: ALL NEW CORNERS SET ARE 1/2" REBAR UNLESS OTHERWISE NOTED.



L. WESLEY G. FOX, L-3874, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1/10,000, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 6th DAY OF AUGUST, 2015.

PROFESSIONAL LAND SURVEYOR



**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **April 4, 2016**

**To:** Mayor and the City Council

**From:** Wendy Helms, City Clerk

**Action Requested: Resolution 23-15 Call for Public Hearing**

City Council will call for a Public hearing on Monday May, 2, 2016 to get citizen input on the voluntary annexation of 3000 Frazier Drive.

**Recommendation:** Approve Resolution 23-15



**CITY OF CLAREMONT  
NORTH CAROLINA**

**RESOLUTION 23-15**

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**RESOLUTION CALLING FOR A PUBLIC HEARING ON QUESTION OF  
ANNEXATION PURSUANT TO G.S. 160A-31**

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

**WHEREAS**, the Claremont City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

**WHEREAS**, certification by the City Clerk as to the sufficiency of the petition has been made;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Claremont, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein at Claremont City Hall at 7 p.m. on May 2, 2016.

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

Beginning at a point in the 60' Right of Way of Frazier Drive and running from said beginning point North 08 degrees 41 minutes 48 seconds West 59.80 feet to an existing 7/8" pipe being the north eastern corner of the City of Claremont (Deed Book 2214, Page 1060); thence North 08 degrees 31 minutes 55 seconds West 210.28 feet to an existing 7/8" pipe being a corner of William E. Bailey (Deed Book 760, Page 568); thence with the line of Carol H. Hipps (Deed Book 3095, Page 1140), North 08 degrees 32 minutes 54 seconds West 230.81 feet to an existing 7/8" pipe the same being a corner of Carol H. Hipps; thence with the line of William A. Poling (Deed Book 3249, Page 1474) North 13 degrees 54 minutes 54 seconds West 143.67 feet to a point; thence along the line of Donna D. Huffman (Deed Book 2906, Page 1613) North 08 degrees 41 minutes 04 seconds East 337.75 feet to a point in the line of Elizabeth A. Smyre (Deed Book 984, Page 416); thence with the line of Elizabeth A. Smyre, South 70 degrees 21 minutes 41 seconds East 309.56 feet to an existing 7/8" iron rod; thence continuing along the line of Elizabeth A. Smyre, North 80 degrees 19 minutes 45 seconds East 469.80 feet to 1/2" rebar set; thence with the line of Hickory Springs MFG Co. (Deed Book 1414, Page 927) the following 7 calls: (1) South 38 degrees 01 minutes 54 seconds East 63.66 feet to a calculated point; (2) South 31 degrees 15 minutes 32 seconds East 40.91 feet to a calculated point; (3) South 34 degrees 41 minutes 34 seconds East 64.47 feet to a calculated point; (4) South 37 degrees 34 minutes 11 seconds East 58.84 feet to a calculated point; (5) South 31 degrees 44 minutes 42 seconds East 33.34 feet to a calculated point; (6) South 57 degrees 12 minutes 00 seconds West 99.68 feet to an existing 1 1/4" iron pipe; (7) South 27 degrees 54 minutes 06 seconds East 538.75 feet to a point in Frazier Drive; thence with Frazier Drive a curve with a radius of 370.00 feet and Arc of 41.27 feet a chord of South 75 degrees 28 minutes 22 seconds West 41.25 feet; thence with Frazier Drive, South 78 degrees 40 minutes 06 seconds West 930.67 feet to a point; thence a curve to the right with a radius of 369.96 feet an Arc of 63.48 feet and a chord of South 83 degrees 35 minutes 02 seconds West 63.40 feet to the point and place of beginning and containing 17.65 acres, more

or less, according to survey entitled "Boundary and Topographical Survey For Substance, Inc." dated August 4, 2015 by Fox Surveying Company P. C. and bearing reference to Drawing # 542-D.

Section 3. Notice of the public hearing shall be published in Observer News Enterprise, a newspaper having general circulation in the City of Claremont, at least ten (10) days prior to the date of the public hearing.

---

Shawn R. Brown, Mayor

Attest:

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Wendy L. Helms, City Clerk



**CITY OF CLAREMONT  
NORTH CAROLINA**

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**CERTIFICATION OF SUFFICIENCY**

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To the Claremont City Council of the City of Claremont, North Carolina:

I, Wendy L. Helms, 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.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Claremont, this 4th day of April, 2016.

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Wendy L. Helms, City Clerk

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: April 4, 2016

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Adopt Capital Project Ordinance 13-15 Creating a Capital Project Fund for Industrial Development Grant Fund**

On February 1, 2016 the Council passed a resolution authorizing an Industrial Development Grant Fund application and the required local match to provide sanitary sewer service to Substance Inc. at their new facility in the International Business Park.

Claremont was subsequently awarded a \$120,975 Industrial Development Fund Utility Account (IDF) Grant. This ordinance creates a capital project fund for this project.

The following revenues are available for the project:

NC Commerce – Industrial Development Fund Grant	\$120,975
Transfer from Water & Sewer Fund (local gov. match)	<u>\$ 40,325</u>
Total Revenues	\$161,300

The project costs are outlined below, as they were included in the grant application.

Sewer Construction	\$128,800
Engineering/Easements/Survey	\$ 29,000
Administration (WPCOG)	<u>\$ 3,500</u>
Total Project Costs:	\$161,300

**Recommendation:** Motion to Adopt Ordinance 13-15 Creating a Capital Project Fund for the Industrial Development Grant.

**CITY OF CLAREMONT**  
**ORDINANCE 13-15**

CAPITAL PROJECT FUND ORDINANCE  
SUBSTANCE INC– ECONOMIC DEVELOPMENT

**BE IT ORDAINED** by City Council of Claremont, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Fund Ordinance is hereby adopted.

Section 1. That this ordinance provides for the receipt of a NC Commerce Industrial Development Revenue Fund (IDF) in the amount of \$120,975 to be used for public sewer construction to the Substance Incorporated new facility. This is a 0% forgivable loan provided all conditions of the grant are met. This grant requires a local match of \$40,325 which will be used to pay for grant administration and professional services.

Section 2. This ordinance shall remain in effect for the duration of the project; subject to periodic review by the City Council.

Section 3. The City Manager is hereby directed to act on behalf of the City Council in all matters associated with the project within the terms of all contracts, agreements and legal requirements binding on the project and within limits of the funds appropriated herein.

Section 4. The following revenues are available for this project:

NC Commerce –Industrial Development Fund Grant	\$120,975.00
Transfer from Water & Sewer Fund	<u>\$40,325.00</u>
Total Revenues	\$161,300.00

Section 5. The following amounts are appropriated for the project:

Sewer Construction	\$128,800.00
Engineering/Easements/Survey	\$29,000.00
Administration (WPCOG)	<u>\$3,500.00</u>
Total Appropriations	\$161,300.00

Section 6. The City Manager is directed to report annually on the financial status of this project and keep the City Council informed of any unusual occurrences associated with the project.

Adopted this the 4<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Shawn R. Brown, Mayor

Attested:

\_\_\_\_\_  
Wendy L. Helms, City Clerk

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **April 4, 2016**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve Ordinance 14-15 Amending FY2015-2016 Budget**

The Water & Sewer amendment is to account for the transfer of \$40,325 from the Water & Sewer Fund to the Substance Inc. Capital Project Fund. This amount is the local government match for the Industrial Development Fund Grant.

Other amendments are to align budget line items to finish the 2015/2016 budget year.

**Recommendation:** Motion to Approve Ordinance 14-15



Council of the City of Claremont

Catawba County, North Carolina

Ordinance 14-15

AN ORDINANCE OF THE CITY OF CLAREMONT AMENDING THE CLAREMONT  
MUNICIPAL BUDGET FOR FISCAL YEAR 2016

THE CITY COUNCIL OF THE CITY OF CLAREMONT DOES HEREBY ORDAIN AS FOLLOWS:

**General Fund**

	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
FICA		
10-4200-0500	\$ 730.00	
Retirement		
10-4200-0700	\$ 797.34	
Salaries		
10-4200-0200	\$ 3,072.66	
Insurance & Bonds		
10-4200-5400		\$ 2,000.00
Employee Relations		
10-4200-0800		\$ 2,600.00
Advertising		
10-4400-2600	\$ 200.00	
Department Supplies		
10-4400-3300		\$ 200.00
FICA		
10-5450-0500	\$ 500.00	
Group Insurance		
10-5450-0600		\$ 500.00
Electricity		
10-6200-1310	\$ 200.00	

Maint. Building & Grounds		
10-6200-1500		\$ 200.00
Electricity		
10-5100-1310	\$ 1,000.00	
Insurance & Bonds		
10-5100-5400		\$ 1,000.00
Salaries		
10-5300-0200	\$ 2,500.00	
Insurance & Bonds		
10-5300-5400		\$ 2,500.00
FICA		
10-5100-0500	\$ 300.00	
Gas, Oil & Grease		
10-5100-3100		\$ 300.00
Salaries		
10-6200-0200	\$ 300.00	
FICA		
10-6200-0500	\$ 50.00	
Retirement		
10-6200-0700	\$ 50.00	
Group Insurance		
10-6200-0600		\$ 400.00
	<hr/>	<hr/>
	\$ 9,700.00	\$ 9,700.00

**Water & Sewer**

Expenditures

Wastewater Capital		
30-8250-7400		\$ 40,325.00
Transfer to Substance Project Fund		
30-8250-9600	\$ 40,325.00	
	<hr/>	<hr/>
	\$ 40,325.00	\$ 40,325.00

INTRODUCED at the regular meeting of the City Council of the City of Claremont on April 4, 2016.

ADOPTED at the regular meeting of the City Council of the City of Claremont on April 4, 2016.

Attested:

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Shawn. R Brown, Mayor

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Wendy Helms, City Clerk

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **April 4, 2016**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Authorize Western Piedmont Council of Governments to Administer the Industrial Development Fund Grant**

Attached for your review and approval is an administrative services contract for administration of the City's Industrial Development Fund Grant. The cost for these services is \$3,500 which was included in the proposed grant funding application and is considered a part of the required local government match.

**Recommendation:** Motion to Approve Contract with Western Piedmont Council of Governments to Administer the Industrial Development Fund Grant

AGREEMENT BETWEEN THE  
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND  
THE CITY OF CLAREMONT  
FOR THE PROVISION OF  
ADMINISTRATIVE ASSISTANCE  
NORTH CAROLINA DEPARTMENT OF COMMERCE  
INDUSTRIAL DEVELOPMENT FUND UTILITY ACCOUNT (IDF)  
SUBSTANCE, INC. SEWER PROJECT  
APRIL 4, 2016-JANUARY 18, 2018

This AGREEMENT, entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Claremont, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.  
The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.
3. **Compensation.** The Local Government will pay the Planning Agency an amount

of \$3,500 (three thousand five hundred dollars) for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. It is expressly understood and agreed that total compensation shall not exceed the sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein should be completed and all required reports, maps, and documents submitted during the period beginning April 4, 2016 and ending January 18, 2018.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
10. **Access to Records and Record Retainage.** All official project records and

documents must be maintained during the operation of this project and for a period of three years following closeout.

- 11. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$100 per week for any subsequent weeks until completion.
  
- 12. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
  
- 13. **Grantee Assurances.** In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause and Lobbying Clause (Attachments B,C and D).

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:  
CITY OF CLAREMONT

PLANNING AGENCY:  
WESTERN PIEDMONT  
COUNCIL OF GOV'TS.

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Manager Executive Director

LOCAL GOVERNMENT:

PLANNING AGENCY:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor Chairman

Preaudit statement:

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

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

Local Government Finance Officer

ATTACHMENT A  
SCOPE OF SERVICES

CITY OF CLAREMONT  
NORTH CAROLINA DEPARTMENT OF COMMERCE  
SUBSTANC, INC. INDUSTRIAL DEVELOPMENT FUND (IDF)  
WORK PROGRAM/BUDGET  
APRIL 4, 2016 – JANUARY 18, 2018

Introduction

The Western Piedmont Council of Governments (WPCOG) has worked with City of Claremont on the grant award of NC Department of Commerce Industrial Development Fund Utility Account (IDF) funds for the Substance, Inc. Sewer Project. Claremont received a \$120,975 Industrial Development Fund Utility Account (IDF) Grant to assist Substance Inc. to provide sewer to their new facility.

The Scope of Services proposal is intended to describe the various administrative activities the WPCOG will provide as related to the NC Department of Commerce Industrial Development Fund Utility Account (IDF) Grant funds.

WPCOG Services

Leah Martin will serve as Project Administrator and will provide the following specific activities:

- Assistance with development of the City of Claremont's Award Package.
- Development and management of the overall project filing system.
- Preparation of all pay request recommendations for the City.
- Requisition of the grant funds.
- Preparation of all required reports during the project construction.
- Update Manager on status of project.

The City will be responsible for the following:

- Adequate office space including utilities.
- Direct payment of legal and audit services and general administrative costs.
- All administrative costs not specifically identified as WPCOG responsibilities.

### Administrative Fee

The WPCOG proposes to provide the above-described services for a fee not to exceed contract of \$3,500.

### Amendments and Termination

The City of Claremont can terminate this contract by giving a one-month written notice. Should there be the need to amend this proposal during the term of the project either party may do so with the approval of the other.

### Assurances

Assurances are attached as a part of the Agreement

## ASSURANCES OF COMPLIANCE

### ATTACHMENT B

#### Executive Order 11246

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## ATTACHMENT C

### Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## ATTACHMENT C

### Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: April 4, 2016

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Authorize Contract with Wooten for Sanitary Sewer Extension to Serve the Substance Industrial Site**

Attached for your review and approval is an agreement between Wooten and the City for engineering design, contract administration and construction observation of the extension of the City's sanitary sewer system to serve the Substance Industrial Site on Frazier Drive. This extension consists of 1,150 linear feet of 8-inch gravity sewer. Also included in the agreement is the field survey and plat needed for an easement across the lot located at the SW corner of Frazier Drive and South Oxford Street.

The total costs to provide these services is \$18,850 which was included in the proposed funding application and is considered a part of the required local government match.

**Recommendation:** Motion to Approve Agreement with The Wooten Company for Sanitary Sewer Extension to Serve the Substance Inc. Site

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

City of Claremont (“Owner”)

and

L. E. Wooten and Company dba The Wooten Company (“Engineer”)

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Sanitary Sewer Extension to Serve the Substance Industrial Site (“Project”).

Engineer’s Services under this Agreement are generally identified as follows: **Engineering Design, Contract Administration and Construction Observation of the extension of the City’s sanitary sewer system to serve the Substance Industrial Site on Frazier Drive consisting of approximately 1,150 linear feet of 8-inch gravity sewer. Also included is the field survey and plat needed for an easement across the lot located at the SW corner of Frazier Drive and S. Oxford Street.**

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: **Begin Project: March 2016; End Project: August 2016.**
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding **One (1)** month. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer may be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- ~~H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.~~
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to

identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer for services provided under Appendix 2, Paragraphs 1.A, 1.B and 1.C, as follows:
  - 1. A Lump Sum amount of **\$ 17,350 for Design/Permitting and Construction Contract Administration.**
  - 2. A Lump Sum amount of **\$ 1,500 for Easement Surveying and Mapping preparation of a single easement plat.**
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- C. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer for services provided under Appendix 2, Paragraph 1.D, as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees' times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
  - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
  - 3. The total compensation for hourly rate services and reimbursable expenses is estimated to be **\$ 7,000 for Construction Observation.**

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees' times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments:

Appendix 1 - Engineer's Standard Hourly Rates

Appendix 2 – Design and Permitting Services, Construction Contract Administration, Easement Surveying and Mapping, Construction Observation, Additional Services and Services Provided by the Owner

Appendix 3 – Client's E-Verify Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

**OWNER:**

**ENGINEER:**

**L.E. Wooten and Company dba  
The Wooten Company**

Typed Name: **Catherine Renbarger**

Typed Name: **W. Brian Johnson, PE**

By  
(Signature): \_\_\_\_\_

By  
(Signature): \_\_\_\_\_

Title: **City Manager**

Title: **Director, Civil/Env. Engineering**

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

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

Engineer License or Firm's Certificate Number: **F-0115**

State of: **North Carolina**

Address for giving notices:

Address for giving notices:

**City of Claremont**

**The Wooten Company**

**3288 East Main Street (POB 446)**

**1430B Old Lenoir Road**

**Claremont, NC 28610**

**Hickory, NC 28601**

**Attn: Catherine Renbarger, City Manager**

**Attn: Clarence M. Lockamy, Branch Manager**

**PRE-AUDITED STATEMENT**

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

**Finance Officer:** \_\_\_\_\_

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

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_.

**Engineer's Standard Hourly Rates**

APPENDIX 1  
 SCHEDULE OF FEES  
 ENGINEERING COST BREAKDOWN  
 HOURLY RATES FOR WAGE CATEGORIES

Wage Category	Hourly Billing Rate
Engineer IV	\$ 172
Engineer III	\$ 125
Engineer II	\$ 95
Engineer I	\$ 84
Designer IV	\$ 121
Designer III	\$ 97
Designer II	\$ 75
Designer I	\$ 63
Inspector III	\$ 85
Inspector II	\$ 75
Inspector I	\$ 67
Surveyor Project Manager	\$ 135
Project Surveyor	\$ 93
Survey Field Supervisor	\$ 72
Survey Technician	\$ 52
GIS Analyst III	\$ 97
GIS Analyst II	\$ 70
Construction Admin III	\$ 172
Construction Admin II	\$ 125
Architect II	\$ 121
Planner IV	\$ 174
Planner III	\$ 147
Planner II	\$ 125
Planner I	\$ 93
Community Development Planner I	\$ 114
Project Coordinator	\$ 93
Planning / Community Development Specialist II	\$ 81
Planning / Community Development Specialist I	\$ 70
Project Assistant	\$ 65
Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.	

The Wooten Company makes annual adjustments on July 1st. The above hourly rates reflect current rates for the period through June 30, 2016. Hourly billing rates (per diem rates) will change effective July 1, 2016 to reflect Direct Payroll Costs (salaries) being paid at that time.

**APPENDIX 2**  
**TO THE**  
**ENGINEERING SERVICES CONTRACT**  
**BETWEEN THE**  
**CITY OF CLAREMONT**  
**AND**  
**L.E. WOOTEN AND COMPANY DBA THE WOOTEN COMPANY**  
**FOR**  
**Sanitary Sewer Extension to Serve the Substance Industrial Site**

The following Attachment shall become a part of the Contract Agreement.

**1.A. DESIGN and PERMITTING SERVICES**

- (1) Make such surveys, site investigations, and studies as required to design the Project.
- (2) Provide preliminary research of existing easements and right-of-way in the project area. Advise Owner of easements and right-of-way needed.
- (3) Hold such conferences with representatives of the Owner and others as may be necessary to obtain data for developing the design project and make such reports to the Owner as may be reasonably requested by the Owner during the study and survey stage.
- (4) Prepare and furnish contract plans and specifications as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner construction contract documents, provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing of said contract plans, specifications, and documents.
- (5) Secure the approval of the plans and specifications from the North Carolina Department of Environmental Quality.

**1.B. CONSTRUCTION CONTRACT ADMINISTRATION**

- (1) Assist the Owner in the advertising for bids.
- (2) Furnish copies of the Bidding Documents as requested by the Contractors, material suppliers, and other interested parties for bidding.
- (3) Prepare, as may be required, written Addenda amending the Bidding Documents.
- (4) Assist the Owner in the receiving of informal bids, tabulate same for ready comparison, and advise the Owner to the best of our ability as to proper and judicious award of contracts.
- (5) After award of contract(s), the Engineer will prepare the Contract Documents for execution by the Contractor(s) and the Owner.

- (6) Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a Pre-Construction Conference if required.
- (7) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.
- (8) Interpret the intent of the drawings and specifications to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guarantee the performance by any contractor.
- (9) Establish baselines for locating the main components to be constructed. However, the Contractor will be responsible for providing any day-to-day construction staking that may be required.
- (10) Provide general engineering review of the work of the contractors as construction progresses and hold progress conferences to ascertain that the Contractor is conforming with the design concept and construction schedule.
- (11) Cooperate and work closely with the Owner during construction.
- (12) Review the Contractor's application for progress and final payment, and when approved, submit same to the Owner for payment.
- (13) As necessary, prepare Change Orders and make revisions to the Contract Documents for approval by the Owner and others on a timely basis.
- (14) The Wooten Company will provide the Owner with three (3) sets of prints and a CD containing the PDF copy of the drawings. Such drawings will be based upon construction records provided by the Contractor during construction and reviewed by the resident observer.

**1.C. EASEMENT SURVEYING AND MAPPING**

- (1) Conduct necessary field survey and prepare plat for a sanitary sewer easement across the lot located at the southwest corner of S. Oxford Street and Frazier Drive.

**1.D. CONSTRUCTION OBSERVATION**

- (1) After award of the contract, the Engineer will provide periodic observation of the construction on the project during periods of significant construction. The Project Engineer will make visits to the job site to observe the progress of the work and consult with the Owner and the Observer.
- (2) Construction Observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment

to contractors, make reports to the Project Engineer, and provide liaison between the Engineer and the Owner.

- (3) Observation reports will be submitted to the Owner at the conclusion of the project.

#### **1.E. ADDITIONAL SERVICES**

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

- (1) Downstream Sewer Analysis required by Division of Water Quality to support permit application to construct.
- (2) Redesigns ordered by the Owner after final plans have been accepted by the Owner.
- (3) Appearances before courts or boards on matters of litigation or hearings related to the project.
- (4) The design of other additional utilities improvements not included in the original scope of services.
- (5) Additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.

#### **2.A. SERVICES PROVIDED BY THE OWNER**

- (1) Designate a person to act as the Owner's representative with respect to the work to be performed under the Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (2) Provide such legal accounting and insurance counseling services as may be required for the Project and such auditing services as the Owner may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- (3) Pay all permit and application fees required for the project approval and construction.
- (4) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (5) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
- (6) Provide assistance to the Engineer while conducting the field survey necessary for design of the project. Assistance includes, but is not necessarily limited to, field locating existing underground utilities, assisting with the removal and replacement of manhole covers and catch basin grates and traffic control, if needed.
- (7) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.

- (8) Provide primary construction observation services with assistance from the Engineer.
- (9) Provide frequent observation of the project in order to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.
- (10) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (11) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to The Wooten Company.
- (12) Bear all cost of incidentals for the compliance with the requirements of this Article and the foregoing Article entitled "Additional Services".

*~ End of Document ~*

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: April 4, 2016

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Authorize Grant Application for North Carolina Department of Environmental Quality Merger/Regionalization Feasibility Study**

The NC Department of Environmental Quality is now accepting grant applications for up to \$50,000 for studies related to the merger or regionalization of water or sewer systems. These grants provide the opportunity to evaluate the potential consolidation of two or more systems into one system or the potential physical interconnection with another system for regional wastewater treatment or regional water supply.

The grants are limited to \$50,000 with no match required. Applications are due at the end of the month. A Resolution Authorizing the Grant Application is required. Letters of support from potential partners are also required. The City should know by July if the State plans to award Claremont the grant. If awarded, a contract for the study of future wastewater treatment would be executed as soon as possible.

According to the State, the Division has structured the rating system to prioritize applications that in general have fewer connections, more compliance issues, smaller staffs, and greater financial barriers.

**Recommendation:** Approve Resolution 24-15



**CITY OF CLAREMONT  
NORTH CAROLINA**

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**AUTHORIZING RESOLUTION FOR  
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY  
MERGER/REGIONALIZATION FEASIBILITY GRANT FUNDING**

**Resolution 24-15**

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**WHEREAS**, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works restoration, and

**WHEREAS**, The City of Claremont has need for a Wastewater Merger/Regionalization Feasibility Grant Project, and

**WHEREAS**, The City of Claremont intends to request state grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED BY THE CLAREMONT CITY COUNCIL:**

1. That Claremont, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State grant award. No match required however grant funds are limited to \$50,000 per application.
2. That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.
3. That the Applicant will provide for efficient operation and maintenance of the project on completion thereof.
4. That Catherine Renbarger, City Manager and Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a grant to aid in the project described above.
5. That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the Appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
6. That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 4<sup>th</sup> day of April, 2016 at Claremont, North Carolina.

---

Shawn R. Brown, Mayor

Attested:

---

Wendy L. Helms, City Clerk



**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Town Clark of the City of Claremont does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Claremont City Council duly held on the 4<sup>th</sup> day of April, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of April, 2016.

---

Wendy L. Helms, City Clerk

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **April 4, 2016**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Authorize Grant Application for North Carolina Department of Environmental Quality Asset Inventory And Assessment Grant Funding**

The NC Department of Environmental Quality is now accepting grant applications for up to \$150,000 to inventory existing water and/or sewer systems and document the condition of the inventoried infrastructure. Other components could include performing a risk analysis to establish which components are most critical and establishing future costs for replacement/repairs/upgrades. This grant does require a local government match based on Affordability Criteria. For Claremont, the local government match would most likely be 20 percent.

The grant applications is due at the end of April with local governments learning of awarding of funds in August.

**Recommendation:** Approve Resolution 25-15



# CITY OF CLAREMONT NORTH CAROLINA

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**CITY OF CLAREMONT  
AUTHORIZING RESOLUTION FOR  
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY  
ASSET INVENTORY AND ASSESSMENT FUNDING**

**Resolution 25-15**

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**WHEREAS**, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection system and

**WHEREAS**, The City of Claremont has need for a Wastewater Asset Inventory and Assessment Project, and

**WHEREAS**, The City of Claremont intends to request state grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY CLAREMONT CITY COUNCIL AS FOLLOWS:**

1. That Claremont, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State grant award with a required minimum 20% match of the project, if approved for a State grant award.
2. That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.
3. That the Applicant will provide for efficient operation and maintenance of the project on completion thereof.
4. That Catherine Renbarger, City Manager and Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a grant to aid in the project described above.
5. That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
6. That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 4<sup>th</sup> day of April, 2016 at Claremont, North Carolina.

\_\_\_\_\_  
Shawn R. Brown, Mayor

Attested:

\_\_\_\_\_  
Wendy L. Helms, City Clerk



### **CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Town Clark of the City of Claremont does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Claremont City Council duly held on the 4<sup>th</sup> day of April, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of April, 2016.

---

Wendy L. Helms, City Clerk

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **April 4, 2016**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Informational only; no action requested**

In 2013, the City was awarded Congestion Mitigation and Air Quality (CMAQ) funds to construct 8,030 linear feet of sidewalk throughout the City. Total project costs were estimated to be \$650,000 with federal funds of \$520,000 and a local match of \$130,000.

The following sections of sidewalk were planned:

- Centennial Boulevard – from existing sidewalk to Lookout
- Calvin Street – between Depot and Lookout
- Calvin Street – between Lookout and School Drive
- South Depot Street – from end of sidewalk to Frazier
- Yount Street – from Depot to Bethlehem
- Bethlehem Drive – from Yount to Catawba Street
- School Drive – from Calvin to Main Street

The original costs estimates for installing the sidewalk were completed in 2009 and did not fully incorporate all costs nor did the estimates have the benefit of design drawings. Recently revised cost estimates are much higher than originally anticipated. See the attached budget information for more detail.

Staff recommends requesting that DOT allow the City to modify the scope of work of the project to delay the Centennial Boulevard section of sidewalk to allow the project to be financially feasible and to continue moving forward. If the scope of the work were to be modified, the City could apply for additional funding to complete the remaining segment as early as May, and be awarded funding as early as October of 2016.

At the meeting, representatives from Wooten will be present to answer any questions regarding the most recent costs estimates. Staff will also present a revised schedule for the project.

**Recommendation: Informational only; no action requested**

**CMAQ Project Fund Budget**

	<b>Actual</b>	<b>Budget</b>
<b>Revenues</b>		
NC DOT Contributions	\$23,676	\$520,000
Transfer from General Fund	\$75,000	\$130,000
<b>Total</b>	<b>\$98,676</b>	<b>\$650,000</b>
<b>Expenditures</b>		
Engineering	\$40,201	\$90,000
Contracted Services	\$12,650	\$560,000
<b>Total</b>	<b>\$52,851</b>	<b>\$650,000</b>

**March of 2016 Revised Expenditure Budget with No Changes to Sidewalk Segments**

Construction	\$701,040
Contingency (10%)	\$70,104
Easement Acquisition	\$36,395
Attorney Fees	\$11,000
Easement Title Work	\$2,000
Easement Survey and Plats	\$13,000
Engineering & Design	\$43,697
Construction Administration	\$30,000
Construction Observation	\$84,000
Grant Administration	\$16,000
<b>Total</b>	<b>\$1,007,236</b>

**Revised Expenditure Estimates with Delay of Centennial Blvd. Section**

Construction	\$299,325
Contingency (10%)	\$29,932
Easement Acquisition	\$14,489
Attorney Fees	\$11,000
Easement Title Work	\$2,000
Easement Survey & Plats	\$13,000
Engineering & Design	\$43,697
Construction Administration	\$30,000
Construction Observation	\$84,000
Grant Administration	\$16,000
<b>Total</b>	<b>\$543,443</b>

**Total Costs of Centennial Boulevard Section**

	<b>Original Budget</b>	<b>Revised Budget</b>
Construction	\$252,121	\$401,715
Contingency	\$25,212	\$40,172
Easement Acquisition	-	\$21,906
<b>Total</b>	<b>\$277,333</b>	<b>\$463,793</b>

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: Apr 4, 2016

**To:** Mayor and the City Council

**From:** Elinor Hiltz, City Planner

**Action Requested: Adopt zoning text amendment**

Adopt a zoning text amendment to delete residential architectural standards from attached and detached houses and residential garages and to clarify that houses must face the sidewalk.

Staff report is enclosed. The Planning Board recommended approval on February 22, 2016.

**Recommendation: Approve**

**Adopt a statement of public interest:** *“This text amendment is in the public interest because it preserves the public’s ability to place carports and garages in the sideyard, near the driveway, and it improves community appearances by regulating the way houses face the street. The removal of some content from our current ordinance is required by state law.”*

**Make a motion:** *“I move to approve this amendment because it is not inconsistent with the Land Development Plan.”*

CITY OF CLAREMONT  
NORTH CAROLINA

ORDINANCE #12-15

AN ORDINANCE TO AMEND TO THE CODE OF ORDINANCES

OF THE CITY OF CLAREMONT

TITLE 9

PLANNING AND COMMUNITY DEVELOPMENT

WHEREAS, the City of Claremont's zoning ordinance contains residential architectural standards that are no longer permitted by state law [S.L. 2015-86 (S.25)];

WHEREAS, the City must amend its ordinance to comply with state law;

WHEREAS, the amendments put forth by the Planning Board and City Council are in the public interest;

WHEREAS, the proposed amendments would not be inconsistent with the Comprehensive Plan;

WHEREAS, the Planning Board of the City of Claremont has recommended said amendments for approval by the City Council; and

WHEREAS, City Council has conducted a public hearing to consider comments relative to the proposed amendment; and

WHEREAS, notification of the public hearing was duly published,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLAREMONT,

That Title Nine (9) Sections 9-3-27 and 9-3-70 through 9-3-73 are hereby amended by changing the following:

**Sec. 9-3-27 Standards for residential garages and parking in residential districts.**

~~1. On lots greater than sixty (60) feet in width, front loading garages may be built flush with, but may not project in front of, the primary plane of the front facade of the structure.~~

2. On lots sixty (60) feet or less in width, alley access is required if on-site parking is provided.

3. In no case shall on-site residential parking extend into the public right-of-way, or

into an easement for a public sidewalk on private property.

4. On-street parking at lot front, when specifically provided, may be counted toward all or part of the parking requirement of a dwelling unit.

5. Detached residential garages may only be placed in the established rear or side yard. ~~If the garage is located in the side yard it must be constructed of similar materials as the principal residence located on the lot and must meet the minimum setbacks required for a principal structure. At minimum it will have at least one (1) door that is large enough to allow entry of an automobile with two (2) axles. In addition, the outside walls shall not be clad with metal siding and the building shall be completely enclosed.~~

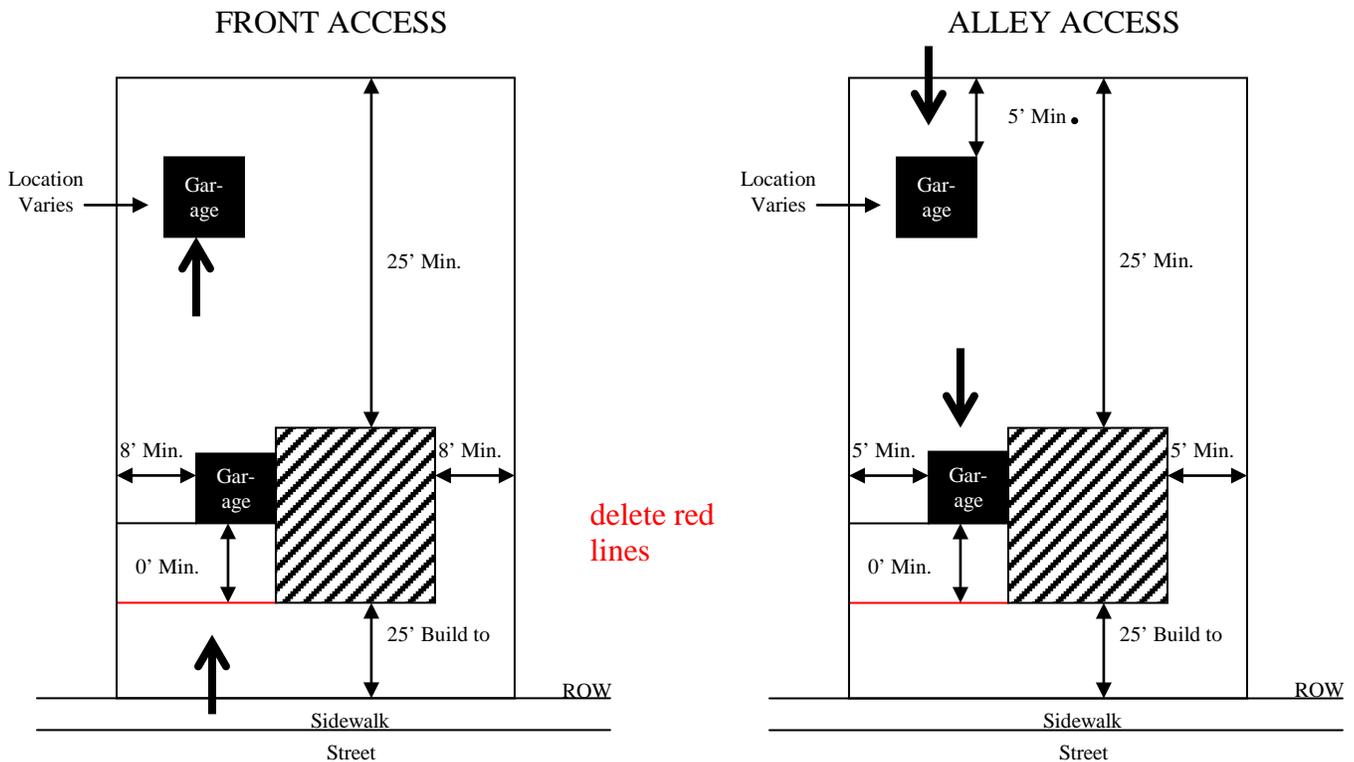
6. The gross floor area residential garages shall not exceed seventy-five percent (75%) of the gross floor area of the residence.

7. Vehicles used primarily for commercial purposes and with more than two (2) axles are prohibited from parking on streets, in driveways, or on private property in residential districts. This shall not be construed as preventing the temporary parking of delivery trucks, moving vans, and similar vehicles which deliver goods or services.

**Sec. 9-3-70 Lot type/detached house.**

1. *Building placement/parking/vehicular access:*

Type "A" Typical Condition – All Residential



- a. Buildings shall be placed on the lot within the zone represented by the hatched area. Along new streets, the build-to line is twenty-five (25) feet behind the street right-of-way. Special site conditions such as topography or lot widths permit a larger setback. Along existing streets, front build-to lines shall be equal to the average setbacks for

buildings on the same side of the street within three hundred (300) feet. Only in the most exceptional circumstances having to do with extreme topography or very special design composition may such placement be varied.

Side setbacks shown may be revised to twelve (12) feet on one side and four (4) feet on the other adjacent side to accommodate driveways as necessary in certain site conditions as determined by the Planning Board in new subdivision development only.

b. Garages may be detached (~~entered from front or rear~~), or attached to the main dwelling, with or without habitable rooms above. ~~Front loaded garages, if provided, shall meet the standards of Section 9-3-27.~~ Garages, carports, and parking shall meet the standards of Section 9-3-27.

c. A detached garage or carport may be located only in the rear or side yard.

d. Points of permitted front or rear access to parking indicated by arrows.

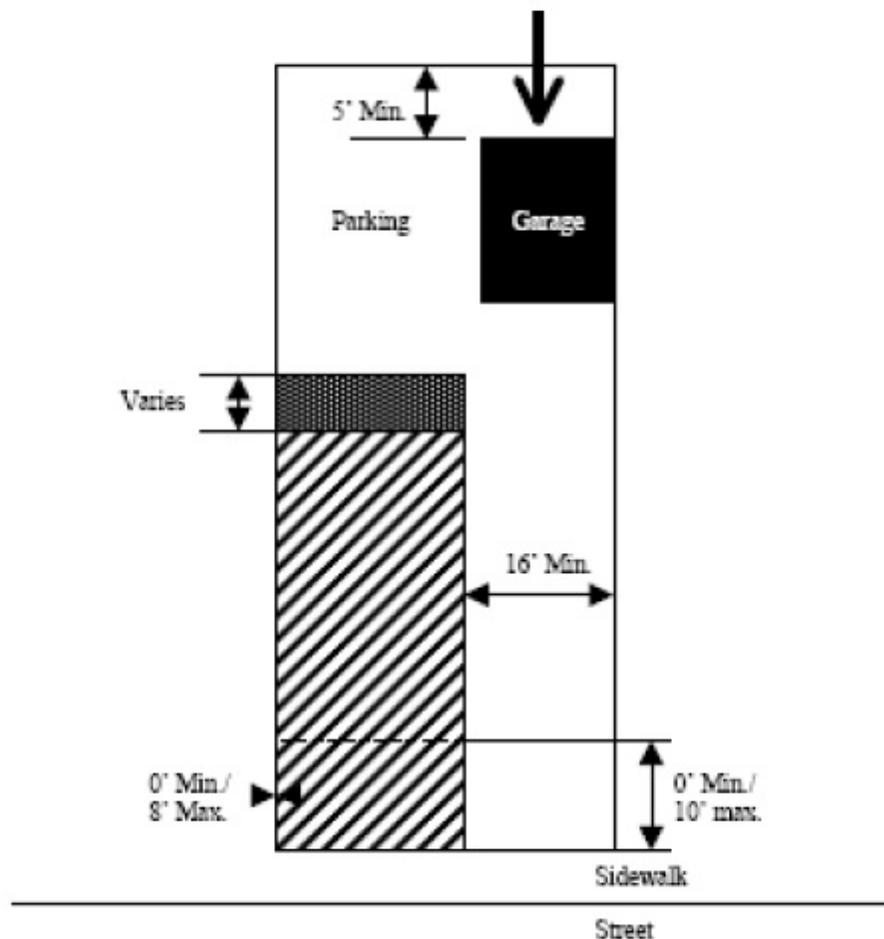
e. Main pedestrian access to the building is from the street. Secondary access may be from parking areas. If a sidewalk is present, the house's front façade must face the sidewalk.

f. For buildings set back from sidewalk, balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into the front setback area up to eight (8) feet.

g. Decks must be constructed only in rear yard area and are permitted to encroach into the rear setback up to twenty-five (25) feet.

2. *Building placement/parking/vehicular access:*

## Type "B" Sideyard Condition



- a. Generally, buildings shall be placed on the lot within the zone represented by the hatched area.
- b. The build-to-line will range from zero (0) feet to ten (10) feet behind street right-of-way. Special site conditions such as extreme topography may require a larger setback. Sideyard houses are not permitted on in-fill sites abutting existing all-yard houses.
- c. A garage may be located only in the side or rear yard (Section 9-3-27).
- d. Points of permitted rear access to parking indicated by arrow.
- e. Main pedestrian access to the building is from the street. Secondary access may be from parking areas.
- f. For buildings set back from sidewalk, balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into the front setback area up to eight (8) feet.
- g. Decks must be constructed only in rear yard area and are permitted to encroach into the rear setback up to fifty percent (50%) of required setback.
- h. The sideyard condition is only permitted as a part of a Planned Unit Development - Residential (Section 9-3-201)

i. The sideyard condition is only permitted where both municipal water and sewer serve the site.

3. *Description:*

The detached house may coexist with other, similarly scaled buildings along city streets. When other building types are integrated with the detached house, the scale of the detached house type and lot shall control. Civic buildings, however, may exceed the scale of the detached house.

4. *Special conditions:*

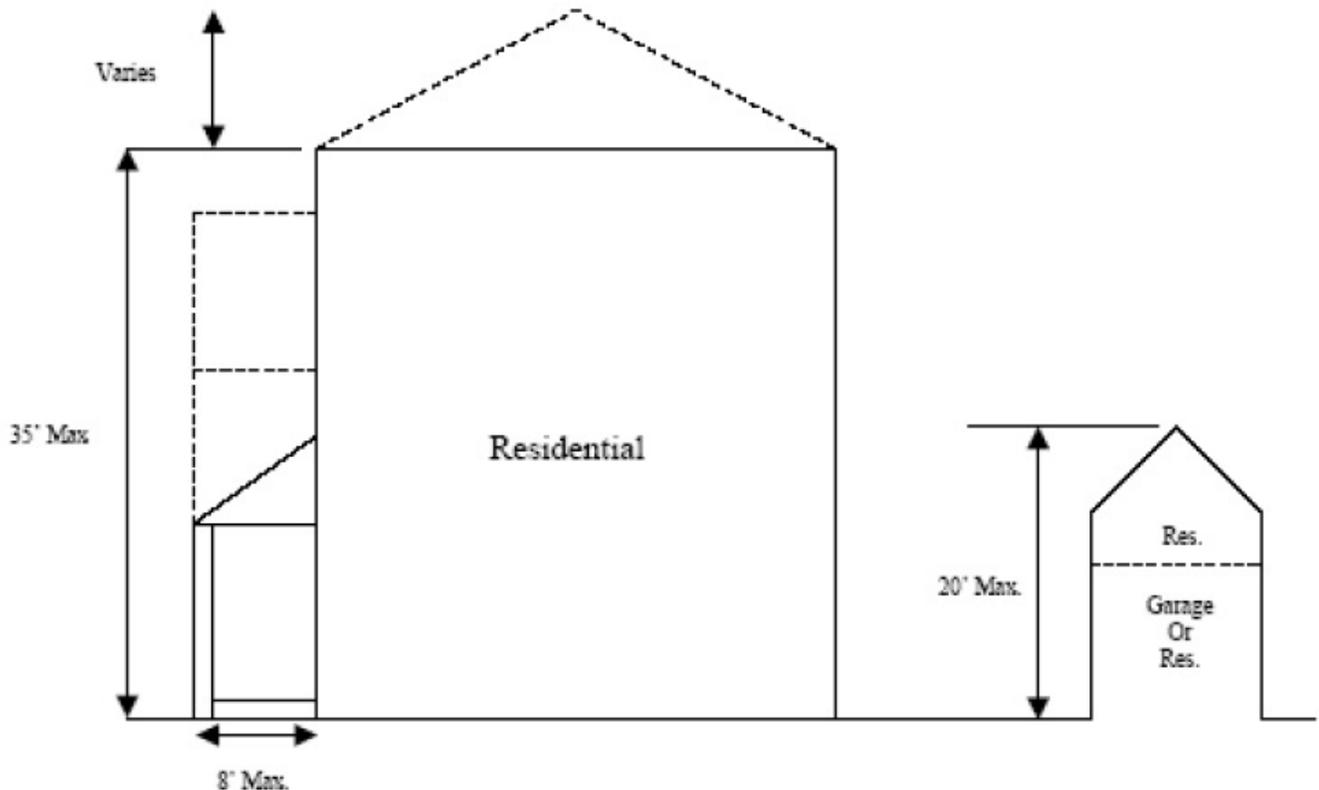
a. The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.

b. Corners: Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be fifty percent (50%) of the front dimension.

c. Within the limits described, these regulations apply to all houses built on public streets. For detached homes on large lots accessed by a private drive in rural neighborhoods, building placement and site planning will be dictated by landscape features and landscape preservation. (Ord. of 12-7-04, No. 37-02)

**Sec. 9-3-71 Building type/detached house.**

1. *Permitted height/uses/encroachments:*



a. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves.

b. Building height of main dwelling to ridge may vary depending on the roof pitch.

c. Permitted uses are indicated above.

- d. Maximum footprint for a building housing a detached accessory dwelling is six hundred fifty (650) square feet.
- e. Balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into setback area up to eight (8) feet.
- f. Decks, balconies, and porches are permitted to encroach into rear yard setback up to fifty percent (50%) of required setback.

~~—2. Architectural standards:~~

~~—a. Principles:~~

- ~~—(1) To perpetuate the unique building character of the city and its environs, and to establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external treatment.~~
- ~~—(2) Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not comprise a street fronting building face.~~
- ~~—(3) The front elevations facing the street and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.~~
- ~~—(4) Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.~~
- ~~—(5) Building silhouettes should be generally consistent. The scale and pitch of roof lines should thus be similar across groups of buildings.~~
- ~~—(6) Porches should form a predominant motif of house designs, and be located on the front or to the side of the dwelling. When attached to the front, they should extend over at least fifteen percent (15%) of the front facade. All porches should be constructed of materials in keeping with those of the main building.~~
- ~~—(7) Front loaded garages, if provided, shall meet the standards of Section 9-3-27.~~

~~—b. Configurations:~~

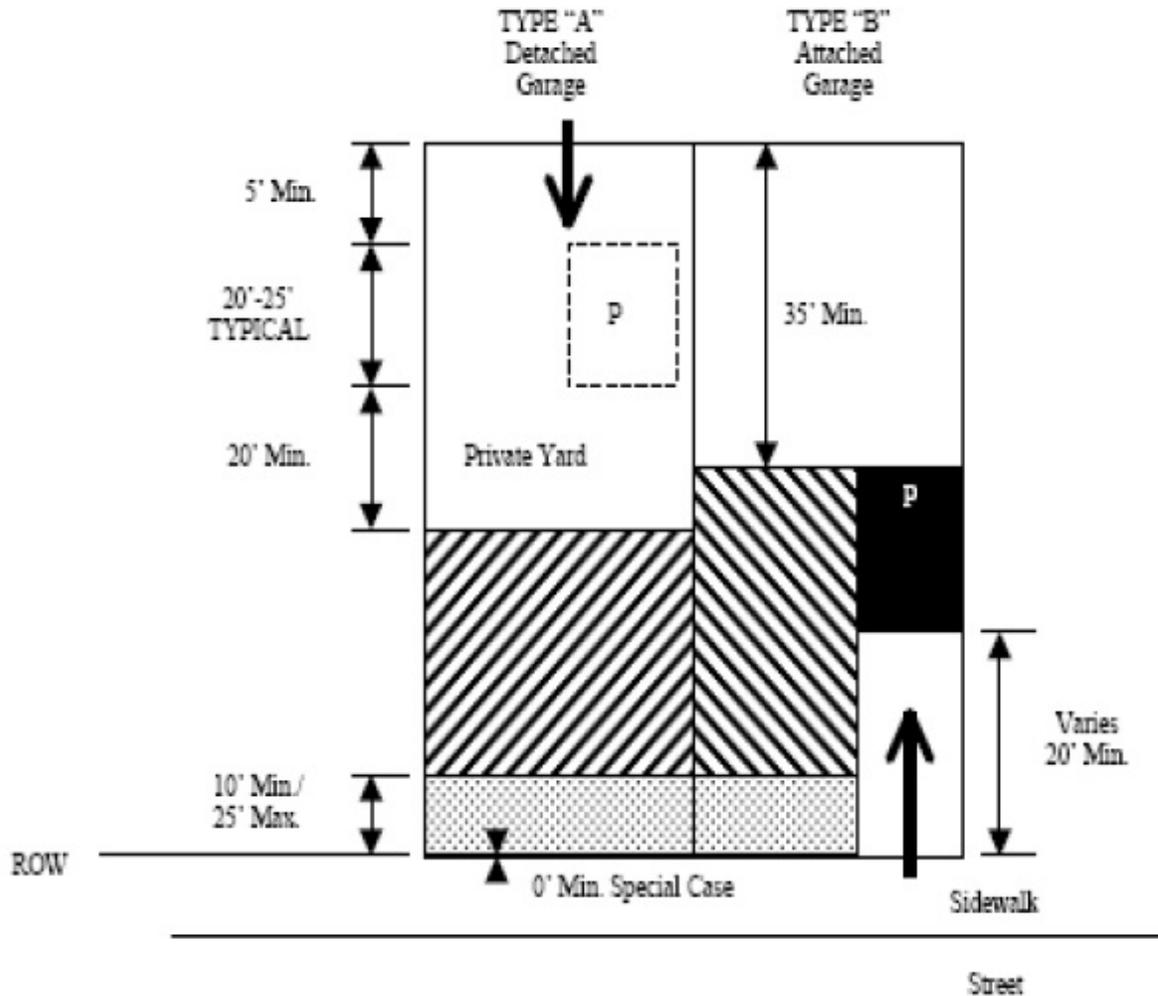
- ~~—(1) Main roofs on residential buildings shall be symmetrical gables or hips with a pitch of between 4:12 and 12:12. Monopitch (shed) roofs are allowed only if they are attached to the wall of the main building. No monopitch shall be less than 4:12. All accessory buildings shall have roof pitches that conform to those of the main building.~~
- ~~—(2) Balconies should generally be simply supported by posts and beams. The support of cantilevered balconies should be assisted by visible brackets.~~
- ~~—(3) Two (2) wall materials may be combined horizontally on one (1) facade. The “heavier” material should be below.~~
- ~~—(4) Exterior chimneys should be finished in brick or stucco or similar material to building.~~
- ~~—(5) Columns should be simple wooden posts, typically five (5) inches square; or if columns with classical details, the dimensions and moldings should be of correct proportions. Extended and distorted classical proportions are not acceptable.~~

~~—c. Techniques:~~

- ~~—(1) Overhanging eaves may expose rafters.~~
- ~~—(2) Flush eaves should be finished by profiled molding or gutters.~~

**Sec. 9-3-72 Lot type/attached house.**

1. *Building placement/parking/vehicular access:*



- a. Buildings shall be placed on the lot within zone represented by the hatched area.
- b. Along new streets, the build-to line will range from ten (10) feet to twenty-five (25) feet behind street right-of-way. Special site conditions such as topography or lot widths permit a larger setback.

Along existing streets, front build-to-lines shall typically be equal to the average setbacks for buildings on the same side of the street within three hundred (300) feet.

However, in more urban conditions, dwellings may be set up to the property line at the sidewalk.

- c. Building facades shall be generally parallel to front property lines. All buildings shall front onto a public street.

~~d. Front loaded garages, if provided, shall meet the standards of Section 9-3-27.~~  
**Garages, carports, and parking shall meet the standards of Section 9-3-27.**

- e. Points of permitted access to parking indicated by arrows. Front access to parking at rear of Type 'A' is permitted for duplexes only.

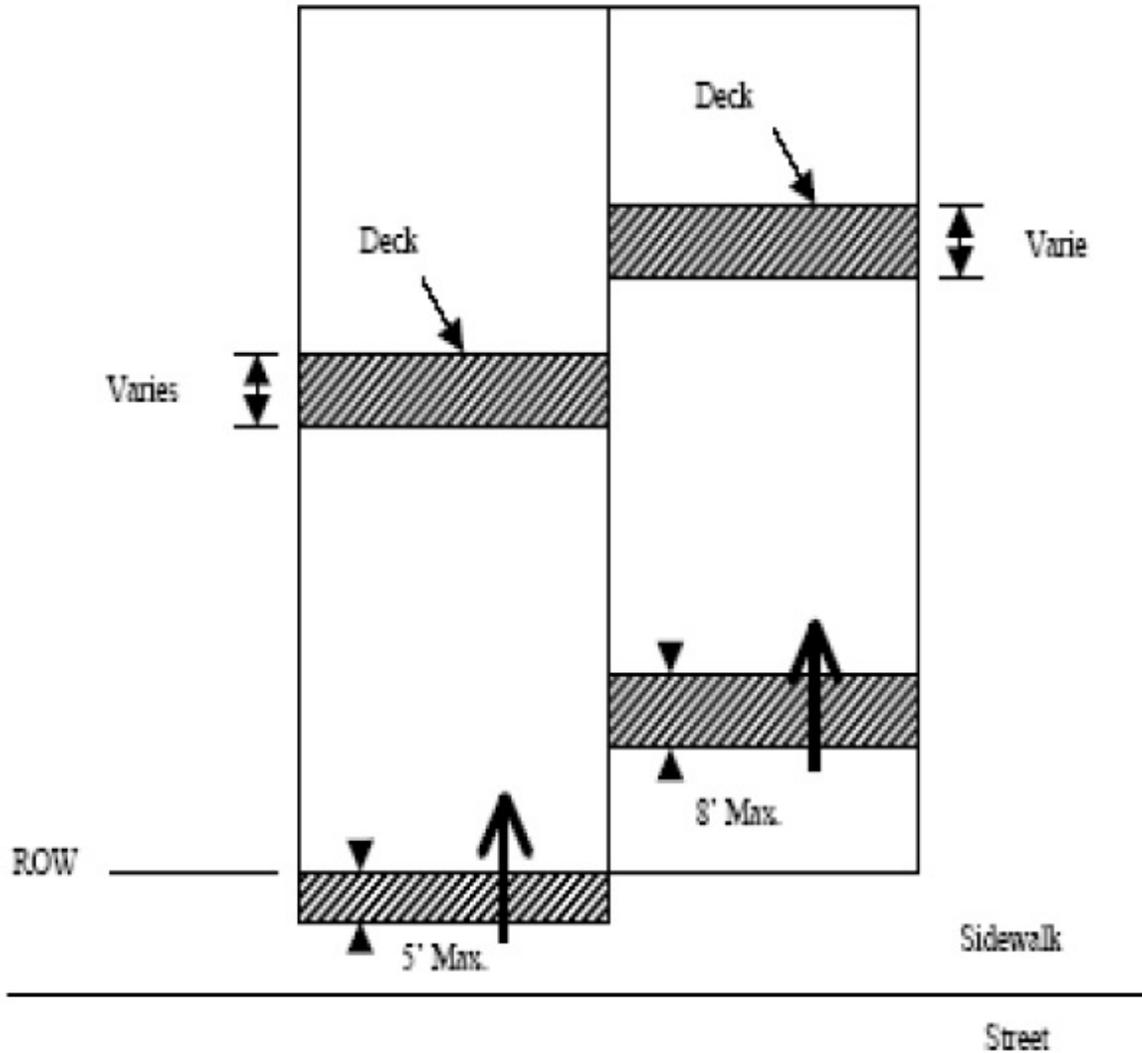
- f. Attached Houses are only permitted as a Planned Unit Development - Residential

(9-3-201) for three (3) or more dwelling units. **In other words, duplexes are permitted outside of Planned Unit Developments. For restrictions on duplexes on corner lots, refer to Section 9-3-92.**

g. Attached houses are only permitted where both municipal water and sewer serve the site.

h. The density shall not exceed twelve (12) dwelling units per acre for any development.

2. *Encroachment/pedestrian access:*



a. For buildings set up to the sidewalk, balconies and upper level bay windows may encroach over the sidewalk area up to five (5) feet.

b. For buildings set back from sidewalk, balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into the front setback area up to eight (8) feet.

**c. Main pedestrian access to the building is from the street (indicated by larger arrow). Secondary access may be from parking areas. If a sidewalk is present, the house's front**

façade must face the sidewalk.

d. Decks must be constructed only in rear yard area and are permitted to encroach into the rear setback up to fifty percent (50%) of required setback.

e. When required, concrete sidewalks, minimum five (5) feet wide, shall be built along all street frontages of the lot according to city specifications (four (4) inches thick except at non-residential driveways it shall be six (6) inches thick). The sidewalk shall be separated from the street by a minimum four (4) wide planting strip unless on-street parking is provided. The planting strip width may be reduced when there is insufficient right-of-way on existing streets.

3. *Description:*

The attached house is a rowhouse, a city house, or a duplex. Traditional southern homes in Savannah and Charleston provide the historic model. Dilworth Crescent in Charlotte provides a good contemporary example. Generally, building plans will have narrow frontages with the lot depth being greater than its width.

4. *Special conditions:*

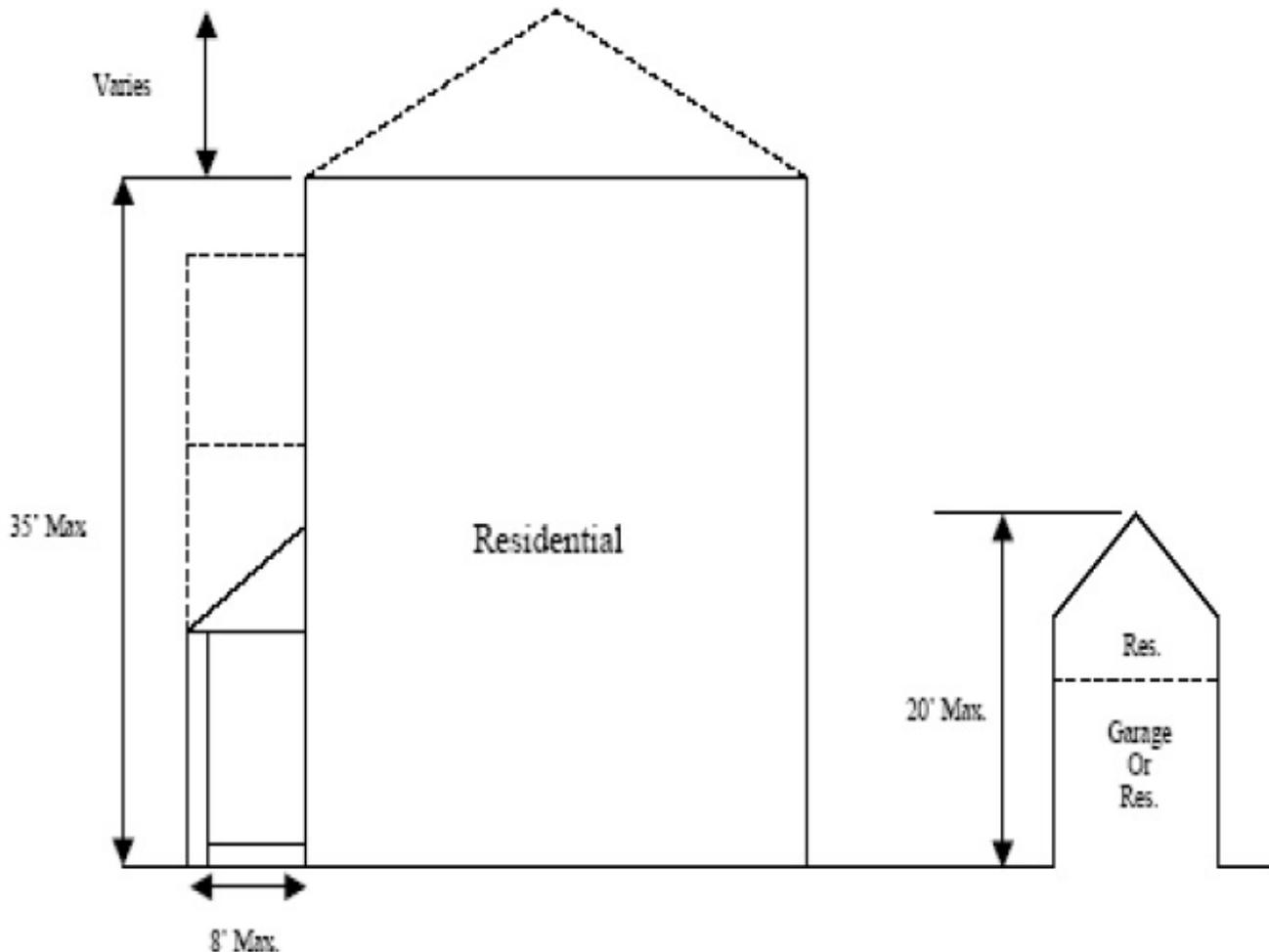
a. The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.

b. Corners: Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.

c. Front and side setbacks may vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. (Ord. of 12-7-04, No. 37-02)

**Sec. 9-3-73 Building type/attached house.**

1. *Permitted height and uses:*



- a. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves.
- b. Building height to ridge will vary depending upon the roof pitch.
- c. Permitted uses are indicated above.
- d. Maximum footprint for a building housing a detached accessory dwelling is six hundred fifty (650) square feet.

~~2. Architectural standards:~~

~~a. Principles:~~

- ~~(1) To perpetuate the unique building character of the city and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external treatment. Manufactured homes will not be permitted as part of any multi-unit residential development under this division.~~
- ~~(2) Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not~~

~~comprise a street fronting building face.~~

~~—(3) The front elevations facing the street and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.~~

~~—(4) Each building should be designed to form part of a larger composition of the area in which it is situated.~~

~~—(5) Building silhouettes should be generally consistent. The scale and pitch of roof lines should thus be similar across groups of buildings.~~

~~—(6) Porches should form a predominant motif of house designs, and be located on the front or to the side of the dwelling. When attached to the front, they should extend over at least fifteen percent (15%) of the front facade. All porches should be constructed of materials in keeping with those of the main building.~~

~~—(7) Front loaded garages, if provided, shall meet the standards of Section 9-3-27.~~

~~—b. Configurations:~~

~~—(1) Main roofs on residential buildings shall be symmetrical gables or hips with a pitch of between 4:12 and 12:12. Monopitch (shed) roofs are allowed only if they are attached to the wall of the main building. No monopitch shall be less than 4:12. All accessory buildings shall have roof pitches that conform to those of the main buildings.~~

~~—(2) Balconies should generally be simply supported by posts and beams. The support of cantilevered balconies should be assisted by visible brackets.~~

~~—(3) Two (2) wall materials may be combined horizontally on one (1) facade. The “heavier” material should be below.~~

~~—(4) Exterior chimneys should be finished in brick or stucco.~~

~~—(5) Columns should be simple wooden posts, typically five (5) inch square, or if columns with classical details, the dimensions and moldings should be of correct proportions. Extended and distorted classical proportions are not acceptable.~~

~~—c. Techniques:~~

~~—(1) Overhanging eaves may expose rafters.~~

~~—(2) Flush eaves should be finished by profiled molding or gutters.~~

Adopted this the 4<sup>th</sup> day of April, 2016.

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Shawn Brown, Mayor

ATTEST:

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Wendy Helms, City Clerk



**Residential Architectural Standards**  
Text Amendment Staff Report  
Claremont City Council  
April 4, 2016 7:00

**Background:**

Recently the state legislature passed a law making it illegal for local governments to impose architectural standards on single family houses and duplexes. Claremont's zoning ordinance has a few such regulations that should be deleted to comply with the new law. The Planning Board recommended these changes on February 22, 2016. In the attached ordinance, Claremont's current code is written in black, the proposed amendments are written in red.

**Consistency with Comprehensive Plan; Neighborhood Impact; and Promotion of Health, Safety and General Welfare:**

The Planning Board deleted noncompliant text and considered two related issues: They added a regulation that if sidewalk is present, the house should face the sidewalk. The Board made this recommendation in the public interest, to improve community appearances.

The Planning Board clarified that detached garages and carports could be allowed in the sideyard as well as the rear yard, furthering the public interest because for many citizens it is more practical and affordable to park in the sideyard near the driveway.

Claremont's Land Development Plan instructs town leaders to "explore design-related guidelines and/or regulations, a design review board...to ensure the aesthetic quality of new development" and "promote lively development in and around downtown through higher densities, mixed uses, safe sidewalks, quality design and other means".

**Action Needed:**

Read this or a similar statement about how the amendment is in the public interest: **"This text amendment is in the public interest because it preserves the public's ability to place carports and garages in the sideyard, near the driveway, and it improves community appearances by regulating the way houses face the street. The removal of some content from our current ordinance is required by state law."**

Make a motion: **"I move to RECOMMEND APPROVAL because the amendment is not inconsistent with the Land Development Plan."**

# Claremont March 2016 Dashboard Report

Police Dept.			Fire Dept.			Financials		
	Month	YTD		Month	YTD		% In	% Out
Calls Answered	609	1655	Calls for Service	31	84	General Fund	91%	72%
Citations Served	129	381	Working Fires	3	6	Water/Sewer Fund	83%	51%
Warnings	59	185	Training Hours	332	827			
Number of Arrests	10	31	Prevention Programs	6	46	<b>Rescue Squad</b>		
Accidents	5	17	Structural Responses	8	20		Month	YTD
Warrants	23	62	EMS Calls	9	22	Calls for Service	66	268
Open Cases	40	11				Training Hours	143	198
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Ofc. Bumgarner completed Intox Training. All FT Officers completed CPR and AED Training. Cpl. Martin made an arrest for DWI under 21. Ofc. Bumgarner served 5 felony warrants and made 2 arrest for drug possession.			Structure Response 5 with 11.4 personnel, G Minzt Completed CFD Project			Our new ambulance will be here this month. We also have replaced the car that was totalled during the hardware store fire with a Crown Vic, it will be ready this month. We are having our 16th Annual Pig Picking and Poker Run on April 16th, 2016. Everyone is invited. We have also started out 20 Guns for 20 Bucks raffle. Tickets are available now.		
Public Works			Utility Dept.			Planning & Zoning Dept.		
	Month	YTD		Month	YTD		Month	YTD
Vehicles Serviced	16	44	Water Turned Off	5	28	Total Zoning Permits	3	5
Recycling Tons- Feb 2016	8.23	16.99	Water Taps	0	1	Commercial Projects	0	0
Solid Waste Tonnage	27.8	112.1	Water Purchased	8,409,890	16,102,720	New Dwelling Units	1	1
Street Lights Replaced	9	27	Water Sold	7,371,257	13,896,428	Customers w/ Inquiries	9	30
Work Orders	28	71	McLin WWTP Avg.		198,900	New Plats Reviewed	0	1
Sewer Line Jetted	3295+16	6,095	North WWTP Avg.		19,400	Plng Brd Agenda Items	3	10
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Starting street edge clean off program. Three of the city entrance signs have been painted and reinstalled.			Working on inflow and infiltration on the sewer outfall lines with good results.					

Code Enforcement Report  
April, 2016

<u>Property Owner</u>	<u>Property Address</u>	<u>Issue</u>	<u>Status</u>
Jonathan Miller	3060 Oak St	unfinished house	Apr 22 deadline to get the first building inspection
Gregory Baer	2983 Montclair Dr	junk vehicles	Sent owner letter asking him to move grey car to driveway. Apr 15 deadline
Stanford Furniture	2860 N Oxford St	van without tags	Emailed owner to ask him to move the van or cover it



**PLANNING BOARD  
MINUTES  
March 21, 2016**

*Members Present*

Robert Smith  
Gene Monday  
Larry Pannell  
Todd Setzer  
Crystal Clark  
Rupert Little

*Members Absent*

Nick Colson  
Jeff Barkley

*Staff Present*

Elinor Hiltz, Planner  
Catherine Renbarger, City Manager

*Others Present*

Scott Millar, Executive Director,  
Catawba Economic Development  
Corporation

***Call to Order***

Chairman Robert Smith called the meeting to order at 7:00 pm.

***Approval of February 22, 2016 Planning Board Minutes***

Gene Monday moved and Crystal Clark seconded the motion to approve the minutes from February. The minutes were unanimously adopted.

**COMPREHENSIVE PLAN ACTIVITIES**

***Claremont Economic Development Presentation: Scott Millar, Catawba Economic Development Corporation (EDC)***

The Catawba EDC helps communities grow tax bases by recruiting industries and large employers. Over the years the EDC has had a hand in drawing many former and current businesses to Claremont: Alcatel, Heart Manufacturing, Gulf States/Rock Tenn/West Rock, Substance Inc, Poppelmann, Prysman, Commscope, USConnect, Bed Bath & Beyond, Progressive Furniture, Carolina Foam, JC Penney, Shatterproof Glass, Mirandex, and many more. In Mr. Millar's opinion a community can never have enough industrial land and industrial buildings available.

Some prospective industry will be drawn to the excellent rail site at Phase II of the business park. Mr. Millar recommends reserving the rail site for a rail user. The Planning Board and Mr. Millar agree that the type of heavy manufacturing that requires rail usually also uses large amounts of water and wastewater-for fire suppression among other reasons. The Planning Board directed the Planner to investigate water capacity at the next meeting.

## ZONING ACTIVITIES

### *Landscaping Discussion*

The Planning Board instructed Planner Elinor Hiltz to deliver a landscaping text amendment proposal at next month's meeting. The Board wants to make sure that the City's landscaping code does not cause bushes and trees to obstruct buildings and signs.

*Next Meeting Date: April 18, 2016 at 7:00*

*Adjourn*

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Robert Smith, Chairman

---

Elinor Hiltz, Planner

**2016 ACTION PLAN**  
**CLAREMONT, NORTH CAROLINA**





## MAYOR & CITY COUNCIL

This Action Plan serves as a guide for the current City Council for the decisions they will make over the next two-to-five years. The near term goals detailed within this document may be accomplished during the current City Council's term if they so desire, but at the same time the vision may change, and some action items may be delayed or cancelled. The Action Plan is not binding but it is a useful starting place for discourse before making decisions.

### **Mayor**

Shawn Brown

### **Council**

Dale Sherrill

Dayne Miller

Tim Lowrance

Lee Miller

David Morrow

### **Manager**

Catherine Renbarger

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## INTRODUCTION

On January 12, 2016 Claremont City Council participated in a two-hour visioning session with the intent to craft an Action Plan. With two newly elected council members, the beginning of a new calendar year and the beginning of the budget process, it was time to plan. During the course of the evening, a consensual vision of the future that could form a one-to-two-year work plan started to emerge.

Council and City Administration will be able to refer to this Action Plan in making budget decisions and carrying out City functions over the next two years. At the same time, this Action Plan is not binding, and Council directives are subject to change as situations change. Through visioning and creating an Action Plan, Council, as one body, voices a long-term vision of the future that Administration and Council strive to meet.

## THE VISIONING PROCESS

During the visioning session, facilitator Anthony Starr of the Western Piedmont Council of Governments asked questions of Council. Council voted on responses to communicate priorities, and were asked the following questions:

- Key City accomplishments over the past year
- Issues and concerns for the City
- Trends and opportunities for the City
- What should the City's economic development policies look like in 5 years?
- The Jessup-Kline Building: what need of the City can be addressed?
- The City should start or do more of...
- The City should stop or do less of...

## MISSION STATEMENT

Before the discussion started Council reviewed the City's Mission Statement and Core Values and made no revisions, indicating that the Council still believes in Claremont's expressed mission.

**"A progressive city dedicated to preserving small town values while planning for the future."**

### **City Council Core Values:**

- Effective local, regional and state partnerships
- Excellent and cost-effective services including police, fire, rescue, and public works
- Long-term financial stability
- Planned growth and economic development
- Fiscal accountability
- Leisure and cultural activities
- Environmentally-sensible practices
- Citizen Involvement

## ACTION PLAN OUTLINE AND GOALS

This Action Plan narrows Council's feedback into goals that can be accomplished within approximately the next two years. At the beginning of the visioning session the Council established that *"If everything is a priority, then nothing is a priority."* This Plan identifies the highest priorities out of the many ideas suggested on the night of January 12<sup>th</sup>. The priorities are organized into five categories.

- Attracting New Developments
- Parks, Recreation and Leisure
- Transportation
- Water & Sewer Infrastructure
- Emergency Services

The Action Plan will discuss each category.

## ATTRACTING NEW DEVELOPMENT

Attracting new development is critical to ensure Claremont continues to grow and thrive as a community. During the visioning discussion, City Council listed several successes in attracting new development in the past two years, such as the Oxford Crossing Apartments, Substance Inc. and the spec building in the business park, and the Healthsmart Pharmacy. The City would like to build on these successes and attract new businesses near the interstate and downtown.

### GOALS

#### **Use public relations and marketing to attract new businesses**

Aggressively market and promote development along the I-40 Exit and Centennial Boulevard Corridor

Recruit new commercial development given the new housing developments that have occurred within the past year (Oxford Crossing, Chloe Court/Villas in the Oaks)

Oversee and support the Catawba County Economic Development Corporation's (EDC's) methods of recruiting world class companies to Claremont International Business Park

Network with local landowners to discuss potential of land for commercial development

### **Support community with young and diverse populations**

Support new housing and amenities

Participate in Catawba County's efforts to retain educated youth

Increase visibility with high school youth in hopes of retaining them in the community

Communicate with new residents, including those at Oxford Crossing

### **Attract industry**

Form an Economic Development Advisory Group to provide input and guidance on the needs of the business community

Develop principles regarding the use of economic incentives

### **Revitalize downtown**

Network with local landowners for redevelopment opportunities

## **PARKS, RECREATION, AND LEISURE**

The City has emphasized recreation events during the past few years, as evidenced by the hiring of a Parks and Recreation Specialist. In addition, the City continues to focus on park upgrades and general maintenance of the park, as well as exploring ways to expand recreational offerings.

### **GOALS**

#### **Expand recreation programs**

Further develop Claremont Daze by hosting more activities to appeal to people region-wide

Explore recreational programming for the elderly

Consider funding and building a new community center in the long term

Create Greenway Trail in Claremont by revisiting the Carolina Thread Trail Greenway Plan

### **Examine recreational options for the Jessup-Kline building and/or lot**

Conduct a feasibility study of the Jessup-Kline building

Solicit public input to discuss options for the Jessup-Kline building and/or land: community center, event space, library, museum, concert venue, farmers market, outdoor event space, or greenway.

## **TRANSPORTATION**

Claremont is proud to be constructing the beginning of Centennial Boulevard Extension through a public-private partnership and hopes the entire thoroughfare will be complete one day. The City's recognizes the importance of having a developed and well-connected transportation system.

### **GOALS**

#### **Improve sidewalks**

Repair and expand sidewalk system

Continue CMAQ sidewalk project

#### **Develop Centennial Boulevard Extension**

Plan for the Centennial Boulevard Extension to reach W Main St in the future

#### **Work with Partners to Improve Areas of Congestion**

Monitor traffic along key areas to identify areas of concern

Advocate to DOT regarding action needed in congestion areas

## **WATER AND SEWER INFRASTRUCTURE**

During the visioning discussion, the City Council recognized the need for sound water and sewer infrastructure. Within the past two years, the City has made investments, such as upgrading our distribution system water meters to Automatic Meter Readers (AMR) , creating a much more efficient and accurate process. Continued investment is needed to ensure the City is prepared for future growth.

## **GOALS**

### **Increase sewer capacity and plan for the future**

Increase capacity at our wastewater treatment plants to ensure adequate capacity for new projects

Expand sewer coverage to existing developments without sewer

Develop and being implementing a plan for the long-term treatment of wastewater

### **Conduct public relations campaign regarding water and sewer infrastructure**

Use a variety of tools to communicate the importance and need for water and sewer investment and the rationale for future rate increases

## **EMERGENCY SERVICES**

Understanding how vital public safety is to the City, the City Council has recently invested in fire, police, and rescue equipment. Examples of this investment include the purchase of a new fire truck, the hiring of a new Fire Chief, and the renovation of the Police Department building. The City plans to continue investing in this sector to enhance services.

## **GOAL**

### **Expand rescue medical coverage within the City of Claremont**

Maintain dialogue with Claremont Rescue Squad on how to best provide emergency services

Expand the City's response to medical calls within the City limits

## APPENDIX A: COUNCIL INPUT DURING VISIONING SESSION

### #1 - KEY ACCOMPLISHMENTS

Council members listed Claremont's accomplishments occurring since the last Action Plan in 2014. The unranked key accomplishments in the council's opinion were:

- ◇ expanding the business park
- ◇ hiring new City Manager
- ◇ providing roll-out trash and recycling
- ◇ getting a new housing development: Oxford Crossing
- ◇ hiring Parks and Recreation Director
- ◇ revamping salary and benefit package
- ◇ enabling downtown wifi
- ◇ helping retail businesses develop: Healthsmart Pharmacy is an example
- ◇ making progress with the DOT for Centennial Blvd Ext
- ◇ fostering school and community relationships
- ◇ experiencing a seamless hiring process for new City Manager
- ◇ progressing on sidewalk grants
- ◇ advertising and promotion of events
- ◇ using social media effectively
- ◇ recognizing the need for better infrastructure
- ◇ acquiring a new fire truck
- ◇ updating fire, police, and rescue facilities and equipment
- ◇ hiring new Fire Chief
- ◇ repainting and refurbishing City Hall
- ◇ maintaining city properties and Parks and Recreation properties
- ◇ making a greenway plan
- ◇ upgrading water meters
- ◇ renovating the Police Department
- ◇ upgrading the park

## #2 – ISSUES AND CONCERNS

Facilitator Anthony Starr explained that every so often it is necessary to discuss negative things to create change. Council members expressed top “issues and concerns” and then voted on the most important ideas. A “1” signifies a top priority vote and a “2” signifies a second-priority vote. Ideas are listed in order from most votes received to least votes received.

<u>Idea</u>	<u>Vote Tally</u>
◇ concerns regarding rescue medical coverage south of Hwy 70	1,1,2,2,2
◇ there are still sewer capacity issues in spite of recent new developments	1,1,2
◇ there is a lack of citywide sewer	1,1,2
◇ there is a lack of citizen understanding for rate increases	2
◇ there is negative PR about new housing development-Oxford Crossing	
◇ there are complaints about Post Office hours	
◇ there is a need for downtown revitalization	
◇ there is concern about repair and expansion of sidewalks	

### #3 –TRENDS AND OPPORTUNITIES

Council discussed actions the City should look towards in the future, perhaps because of geographic, demographic, or economic trends or because of other types of opportunities. Council members were given three rounds of votes for this topic. A “3” denotes a third-round vote, or third-priority ranking for certain voters, and “1’s” and “2’s” again represent first and second priorities.. The ideas in order of votes received were:

<u>Idea</u>	<u>Vote Tally</u>
◇ develop the I-40 Exit and Centennial Blvd corridor	1,1,1,1,1
◇ redevelop certain downtown properties	3,3,3
◇ provide a community center: safe gathering place, place to exercise	2,2
◇ provide programs for the aging population	2,2
◇ recruit new commercial development because of the new housing development	3,1
◇ reach out to diverse populations because of the new housing development	3,2
◇ attract a younger population and provide housing and amenities for them	2
◇ expand and build Claremont Daze and all recreation programs	3
◇ develop the Carolina Thread Trail	
◇ have attracted new businesses in business park Phase I and Phase II	
◇ have attracted world class companies	

## #4 –ECONOMIC DEVELOPMENT

This Action Plan visioning session included an economic development discussion question because so much discussion around City Hall recently pertains to economic development. What follows are Council's views on economic development. This topic also had three rounds of voting on priorities.

<u>Idea</u>	<u>Vote Tally</u>
◇ revisit incentive policies so not to set a bad precedent for giving incentives	1,1,1,2,2,3
◇ explore opportunities with landowners to sell land for particular opportunities	1,1,1,2
◇ aggressively market Claremont	2,2,2,3
◇ continue to work with EDC	3,3
◇ establish an Economic Development Advisory Group composed of citizens, company heads, and school representatives	3,3
◇ retain educated youth-perhaps partner with the County to do so	
◇ develop community center as Economic Development strategy; can be job training center for people with diverse needs	

## #5 –JESSUP-KLINE BUILDING

While all Council members were in the same room in an informal setting they took the opportunity to discuss the Jessup-Kline building and property because they had not yet established a consensual direction regarding that City property. This is a recap of the conversation:

The main obstacles to renovating the Jessup-Kline Building are the **railroad right-of-way**, the **structural feasibility**, and the **cost**.

The property should be surveyed to see how much of the building is in the railroad right-of-way, and an engineer should produce a structural report of the building. If the building is fit for habitation, it could perhaps be used for a **community center, meeting and event space, library, museum, or indoor concert venue**. If the building must be demolished, the City could perhaps use the land for **a farmers market, outdoor even space, or greenway**.

The possible next steps are **to solicit public input and form a committee, to create a nonprofit organization**, and to **obtain cost estimates**.

## #6 –CITY SHOULD START DOING OR DO MORE OF...

The question “What should the City start doing or do more of?” was intended to collect suggestions that had not been said during the “Trends and Opportunities” discussion, or to solicit other small actionable ideas. The Council put forth the following ideas:

<u>Idea</u>	<u>Vote Tally</u>
◇ promotion and marketing	1,1,1,1, 2,2
◇ increase visibility at high school to retain younger workers	2,2,2,1
◇ citizen academies; citizen participation	1
◇ attract retail	2
◇ public relations	
◇ emergency services offerings	
◇ community events year-round	

## #7 –CITY SHOULD STOP DOING OR DO LESS OF...

The last question of the night was “What should the City stop doing or do less of?” The Council concluded with:

<u>Idea</u>
◇ stop letting businesses dictate incentives
◇ less worry about today; think about tomorrow
◇ stop worrying about neighbors; do what is best for Claremont
◇ ask staff what to do less of