



**CITY OF CLAREMONT
CITY COUNCIL MEETING
Regular Meeting
June 6, 2016
7:00 PM
Claremont Fire Department**

AGENDA

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. INVOCATION-** Councilmember Timothy Lowrance
- 4. PLEDGE OF ALLEGIANCE-** Councilman Lee Miller
- 5. MAYOR'S REPORT**
 - A. Proclamation- Honoring Tom Lundy
- 6. CONSENT AGENDA**
 - A. Regular Meeting Minutes –May 2, 2016
 - B. Closed Session Meeting Minutes- May 2, 2016
 - C. Resolution 32-15 Road Closure- Annual Christmas Parade
 - D. Resolution 33-15 Road Closure- Claremont Daze 2016
 - E. Resolution 34-15 Road Closure- PJ Stanley Memorial 5K
 - F. Contract with Catawba County Fire Marshall
 - G. Contract with Catawba County Animal Control
- 7. CITIZEN'S CONCERNS AND COMMENTS**
- 8. OLD BUSINESS**
 - A. Budget Transfer
- 9. PUBLIC HEARINGS**
 - A. Proposed City Budget for FY 2016-2017
 - B. Voluntary Annexation 2879 Montclair Drive
 - C. Voluntary Annexation 2681 Heart Drive- Tract 2
 - D. Zoning Ordinance Text Amendment- Landscaping
 - E. Zoning Ordinance Text Amendment- Protest Petitions
- 11. NEW BUSINESS**
 - A. Ordinance 18-15 Extend the Corporate City Limits- 2879 Montclair Drive
 - B. Ordinance 19-15 Extend the Corporate City Limits- 2681 Heart Drive Tract 2
 - C. Ordinance 20-15 Fiscal Year 2017 Budget
 - D. Fiscal Year 2017 WPCOG Planning Contract
 - E. Fiscal Year 2017 Fire Department Officer Confirmation
 - F. Ordinance 21-15 Budget Amendment for FY 2016
 - G. Ordinance 22-15 Amending the Zoning Code of Ordinances- Landscape
 - H. Ordinance 23-15 Amending the Zoning Code of Ordinances- Protest Amendments
 - I. Fiscal Year 2017 Audit Contract

J. Resolution 35-15

12. DEPARTMENT & COMMITTEE REPORTS

- A. Department Dashboard Report
- B. Code Enforcement Report

13. CITY MANAGER'S REPORT

- A. Carolina Thread Trail Update

14. CLOSED SESSION

15. ADJOURN

Proclamation

In recognition of the service and career of J. Thomas Lundy

WHEREAS, J. Thomas Lundy has announced his plans to retire from his duties as Catawba County Manager effective August 1, 2016, after serving for over 44 years with Catawba County Government and for more than 37 years as County Manager, making him the longest serving county manager in the State of North Carolina; and

WHEREAS, Mr. Lundy's dynamic and progressive leadership has had a significant positive impact on Catawba County and its municipal residents as well as on the local government profession across the State of North Carolina and around the nation; and

WHEREAS, in both prosperous and challenged economies, the policies and programs Mr. Lundy facilitated in collaboration with other governments, at the direction of the Board of Commissioners, have established regular cycles of school construction and other infrastructure to keep the County's tax rate as predictable and steady as possible, and produced budgets which consistently dedicated the largest portion of local revenue to education.

WHEREAS, Mr. Lundy values inter-governmental collaboration between local governments within the County, as evidenced by partnerships with water-producing municipalities to extend water lines to customers in the unincorporated parts of the county, helping meet industrial expansion needs, and by technology-related partnerships that reduce the costs of providing critical infrastructure within the County, and by collaborative arrangements involving land development, fire inspections, tax billing and collections, voluntary agricultural district administration, and library services, among others, and;

WHEREAS, Mr. Lundy's dedication to the importance and value of professionalism in local government has been reflected in career-long service to the International City/County Management Association, including a term as its president, the National Association of Counties, and North Carolina City/County Management Association in a variety of capacities; and

WHEREAS, Mr. Lundy's positive impact in the field of local government management will continue to bear fruit for decades to come through his work impacting future generations of local government practitioners as a professor in the UNC-Chapel Hill Master of Public Administration program and at Lenoir-Rhyne University, as well as his mentoring of dozens of younger local government professionals through the ICMA Fellows Program, summer internships and other similar initiatives; and

WHEREAS, Mr. Lundy has made a wealth of contributions to the betterment of the Catawba County community through his support of and service to community-based organizations such as the Catawba County United Way, Habitat for Humanity, Hickory Community Theater, Catawba Valley Youth Soccer Association, St. Luke's United Methodist Church in Hickory and First United Methodist Church in Newton, and many more.

NOW, THEREFORE, BE IT RESOLVED THAT The City of Claremont extends its thanks and congratulations to J. Thomas Lundy for his outstanding career of service to his county, its schools, local governments and its people, and conveys its best wishes for his future endeavors as he prepares to enter into a new chapter of life.

This 6th day of June 2016

Shawn R. Brown, Mayor

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 6, 2016

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Consent Agenda

A.. Regular Session Minutes –May 2, 2016

B. Closed Session Minutes- May 2, 2016

NCDOT asked that all Counties and Municipalities follow guidelines for special events. NCDOT is only reviewing for conflicts and concerns, and is neither approving nor denying these events. Municipalities must pass a Resolution approving the event, place signs and give notice of special event. The Municipality accepts full responsibility for and all liability related to the special event. The three following Resolutions will address events for this year.

C. Resolution 32-15 Road Closure- 2016 Annual Christmas Parade

D. Resolution 33-15 Road Closure- Claremont Daze 2016

E. Resolution 34-16 Road Closure- 2016 PJ Stanley Memorial 5K

F. Contract with Catawba County Fire Marshall

The City currently contracts with Catawba County Emergency Services to provide periodic fire inspections of all buildings within the City's jurisdiction. The proposed contract would continue these services for FY2016-2017. The cost for providing these services has increased from an annual sum of \$4,582 to \$4,681 to account for additional buildings in FY 2016 that will require inspections.

G. Contract with Catawba County Animal Control

The City of Claremont currently contracts with Catawba County Emergency Services to provide animal control and emergency animal call services within the City. The proposed agreement would continue this arrangement for FY16-17 with the same

contract terms as the previous year. Under the terms of the contract, the City will pay \$1,200 annually for animal control and emergency after hour calls. The contract is attached for your review. Sufficient funds are included in the recommended budget.

Recommendation: Approve as Presented



City of Claremont Regular Meeting Minutes Monday, May 2, 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, May 2, 2016.

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

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, Police Officer David Clark, Police Officer Brandon Grant, Police Officer Michael Kirby, Police Officer Bryan Martin and City Attorney Bob Grant.

Others in attendance were: Robert Smith, Tamarah Hefner, Darla Peeler, Jill Booker, Cindy Yount, Tiffany Caudle, Quentin Caudill, Shannon Gantt, Diane Hubbard, Rosemary Sermerhein, Kim Yancy, Regina Dancy, Angela Brown, Robert Winrow, Les Morrow and John Cathey.

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 Pastor Jason Sigmon, from Mt. Calvary Lutheran Church. Councilmember Dayne Miller led the Pledge of Allegiance.

5. MAYOR'S REPORT & PROCLAMATIONS

Mayor Brown presented several Proclamations. The first was presented to Audrey Gantt. Mrs. Gantt has served the Claremont Elementary School for 39 years. Mayor Brown read the Proclamation and presented Mrs. Gantt with a bouquet of flowers.

Secondly, the Mayor read a Proclamation for Municipal Clerks Week. City Clerk Wendy Helms was recognized for her efforts.

Next, Mayor Brown recognized the Police Department for National Police Week which will be celebrated May 12-21, 2016.

Lastly, Public Works was recognized for Public Services Week, which will be celebrated May 15-21.

6. CONSENT AGENDA

A. April 4, 2016, Regular Meeting Minutes – Councilmember Timothy Lowrance made a motion to accept April 4, 2016 regular meeting minutes as presented. Councilmember David Morrow seconded the motion. The motion passed unanimously.

B. Call for Public Hearing – Councilmember Timothy Lowrance made a motion to call for public hearing on Monday, June 6, 2016 for presentation of the F/Y 2016-2017 budget. Councilmember David Morrow seconded the motion. Motion passed unanimously.

C. Call for Public Hearing- Councilmember Timothy Lowrance made a motion to call for public hearing on Monday, June 6, 2016 for an amendment to the zoning ordinance. The Planning Board recommended changing the landscape section of the zoning ordinance to give signs and buildings more visibility and allow the planner more discretion with landscape buffers. Councilmember David Morrow seconded the motion. Motion passed unanimously.

D. Call for Public Hearing- Councilmember Timothy Lowrance made a motion to call for public hearing on Monday, June 6, 2016 for an amendment to the zoning ordinance. The state legislature changed the state statues regarding the use of protest petitions in rezoning and the City must amend its ordinance to comply with the new law. Councilmember David Morrow seconded the motion. Motion passed unanimously.

E. Action Plan- Councilmember Timothy Lowrance made a motion to accept 2016 Action Plan 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 7:15 p.m. to discuss a voluntary annexation at 3000 Frazier Drive. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

A voluntary annexation petition was received March 2, 2016. Investigation of sufficiency was completed and found to be sufficient. Advertisement was published in the Observer News Enterprise on April 21, 2016, to call for a public hearing.

Motion was made by Councilmember Lee Miller to close the Public hearing at 7:16 p.m. Second was made by Councilmember David Morrow. Motion passed unanimously.

10. PRESENTATION-

City Manager Renbarger gave a brief overview of the Proposed FY 2016-2017 budget.

11. NEW BUSINESS-

A. Resolution 26-15 Appointment to the Planning Board- Due to the passing of Rupert Little, the Planning board has requested Les Morrow to fill the unexpired term. His term would expire April 2019. Motion was made by Councilmember Lee Miller. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

B. Resolution 27-15 Appoint a Member to the Library Board- The Catawba County Library recently underwent a strategic planning process. As a result, the county has decided to seek targeted nominations for 2 of the 7 board members from branch libraries operating in the municipal districts of Claremont, Conover, Maiden and Newton. The County is now requesting to fill a vacancy with a member who lives within the City of Claremont and has asked Council to make a nomination to represent Claremont. This member would serve as an advocate for library services in our community. Nicky Setzer is willing to serve. Motion was made by Councilmember Timothy Lowrance to recommend Nicky Setzer to the Catawba County Library Board. Second was made by Councilmember David Morrow. Motion passed unanimously.

C. Resolution 28-15 Directing the Clerk to Investigate a Petition for Voluntary Annexation at 2879 Montclair Drive- The City has received a petition from the property owners at 2897 Montclair Drive for voluntary annexation. Motion was made by Councilmember David Morrow directing the City Clerk to investigate the sufficiency of the voluntary annexation at 2897 Montclair Drive and certify to the Claremont City Council the results of her investigation. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

D. Resolution 29-15 Call for a Public Hearing Voluntary Annexation 2879 Montclair Drive- A public hearing must be held before any voluntary annexation. Motion was made by Councilmember Timothy Lowrance to call for a public hearing, Monday June 6, 2016 for public input on the voluntary annexation of 2879 Montclair Drive. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

E. Ordinance 15-15 Extend the Corporate City Limits 3000 Frazier Drive- A voluntary annexation petition was received March 2, 2016. Investigation of sufficiency was completed and found to be sufficient. Advertisement was published in the Observer News Enterprise on April 21, 2016, to call for a public hearing. Said public hearing was held on Monday, May 2, 2016. Staff recommends approving Ordinance 15-15 to extend the corporate city limits to include 3000 Frazier Drive.

Motion was made by Councilmember Dale Sherrill to approve Ordinance 15-15 to extend the corporate city limits to 3000 Frazier Drive. Second was made by Councilmember David Morrow. Motion passed unanimously.

F. Resolution 30-15 Directing the Clerk to Investigate a Petition for Voluntary Annexation 2681 Heart Drive Tract 2- The City has received a petition from the property owners at 2681 Heart Drive for voluntary annexation. Motion was made by Councilmember Timothy Lowrance directing the City Clerk to investigate the sufficiency of the voluntary annexation at 2681 Heart Drive Tract 2 and certify to the

Claremont City Council the results of her investigation. Second was made by Councilmember Lee Miller. Motion passed unanimously.

G. Resolution 31-15 Call for a Public Hearing Voluntary Annexation 2681 Heart Drive Tract 2- A public hearing must be held before any voluntary annexation. Motion was made by Councilmember Dale Sherrill to call for a public hearing, Monday June 6, 2016 for public input on the voluntary annexation of 2681 Heart Drive Tract 2. Second was made by Councilmember David Morrow. Motion passed unanimously.

H. Ordinance 16-15 Budget Amendment to Amend the FY 15/16 Budget- Ordinance 16-15 will better align line items for the end of year. This amendment is a result of the need to purchase a server at City Hall and higher than anticipated solid waste cost. Motion was made by Councilmember Timothy Lowrance to adopt Ordinance 16-15. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

I. Change Location for the June 6, 2016 Meeting- On Tuesday, June 7th the Catawba County Board of Elections will be conducting the Congressional Primary Election. Due to this election the election board will need to use the council chambers on Monday, June 6th. Staff recommends changing the location of the June meeting to the Claremont Fire Department. Motion was made by Councilmember Dayne Miller. Second was made by Councilmember Lee Miller. Motion passed unanimously.

J. Ordinance 17-15 Budget Amendment to Account for the Building Reuse Grant- In late 2014, the Council granted the authority for the City to apply for a NC Department Building Reuse Grant for Prysmian Cables and Systems USA. In early 2015, the City was officially awarded the grant. Prysmian has now met the requirements of the grant and money is ready to be disbursed. This ordinance amends the budget to account for the \$160,000 the City will receive from the NC Department of Commerce and then grant to Prysmian. Motion was made by Councilmember Dale Sherrill to approve Ordinance 17-15. 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.

Fire Department- Chief Travis reminded everyone of the pancake breakfast to be held May 7th. All proceeds will be given to the Catawba County Firefighter Museum in honor of Rupert Little.

Recreation- Michael Orders also reminded everyone of the City Wide Yard Sale to be held Saturday, May 7th. Also the City will host prayer around the flag pole to celebrate National Day of Prayer on Thursday, May 5th at 7 a.m.

Police- Chief Bost introduced his newest Police Officer Brandon Grant.

13. CITY MANAGER REPORT – City Manager Renbarger informed Council that new equipment had been purchased for the City Park. The Welcome to Claremont signs have been refurbished. On Tuesday, May 10th the City will host its 2nd Annual Business Meeting.

14. CLOSED SESSION- Motion was made by Councilmember Dale Sherrill to go into closed session at 7:52 p.m. The closed session was recessed at 8:27 p.m.

15. ADJOURN

With no further business of the board motion was made by Councilmember Timothy Lowrance to adjourn the meeting at 8:30 p.m. Second was made by Councilmember David Morrow. Motion passed unanimously.

Respectfully submitted,
Wendy L. Helms, City Clerk

Shawn R. Brown, Mayor

Attested:

Wendy L. Helms, City Clerk



City of Claremont Closed Session Meeting Minutes Monday, May 2, 2016

Councilmember Dales Sherrill made a motion to go into closed session at 7:52 p.m. to discuss economic development. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

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

The following personnel of the City of Claremont were present: City Manager Catherine Renbarger, City Clerk Wendy Helms and Elinor Hiltz.

City Manager Renbarger gave an update on the Spec building. She also informed Council she had gathered information for the EDC on the large rail site, on Hwy 70.

Council had a lengthy discussion about text amendment changes to the zoning code of ordinances.

Motion was made by Councilmember Timothy Lowrance to go back to regular session at 8:27 p.m. Second was made by Councilmember Dayne Miler. Motion passed unanimously.

Shawn R. Brown, Mayor

Attested:

Wendy L. Helms, City Clerk

Special Event Guidelines

July 25, 2014

The following guidelines apply to all special events (including, but not limited to, parades, festivals, bicycle rides or races, marathons, 5K walks/runs, concerts, etc.) being held on highways under the jurisdiction of the North Carolina Department of Transportation that involve a road closure, lane closure, or repurpose the highway (travel lanes or shoulders) for something other than their intended use. However, the following are not eligible for special events under these guidelines:

- State Highway System roads that have full access control
- Bridges that have limited alternative routes
- Segments of State Highway System roads with bridges that have limited alternative routes

I. Special Events held by Counties and/or Municipalities, or Sponsored by Counties and/or Municipalities (“Special Events Request Form” not required)

The North Carolina Department of Transportation is only reviewing for conflicts and concerns, and is neither approving nor denying these events.

- Counties and/or municipalities may approve the use of a highway or highways within their jurisdiction by processions, assemblages, or anything that may be construed as a procession or assemblage, in accordance with §20-169. For bicycle races, see §20-171.2 for additional information.
- Counties and/or municipalities should consult with their local Highway Division or District office to verify that the proposed special event will not (1) interfere with other planned special events and (2) impact, or be impacted by, planned maintenance or other activities. No other action by the North Carolina Department of Transportation shall be necessary.
- Counties and/or municipalities shall pass an ordinance approving or the special event, and place signs giving notice of the special event, in accordance with §20-169. This ordinance is evidence that the county and/or municipality accept full responsibility for, and all liability related to, the special event. A copy of the ordinance should be forwarded to the local Highway Division office for their records. For bicycle races, see §20-171.2 for additional information.
- The North Carolina Department of Transportation considers these events official actions of the county and/or municipality and they will be responsible for safety, traffic flow, traffic control, appropriate signing, and ensuring that all debris, litter, decorations, and other items associated with the event are removed following the event.

II. Special Events held by Non-Government Entities not Sponsored by Counties and/or Municipalities (“Special Events Request Form” required)

- Non-government entities desiring to hold a special event shall submit a formal request to the local Highway Division office where the event is planned.
- Non-government entities shall attach a completed “Special Events Request Form” to their formal request(s). The purpose of the form is to primarily collect information on the event itself and identify the responsible parties.

III. Examples (not all inclusive)

A. Bicycle Ride

- A non-government sponsored road rally is planned to ride bicycles between New Bern and Morehead City.
- The special events form is not required because the ride is not changing the use of the highway and the expectation is that the riders will follow the rules of the road and obey all traffic control devices.
- However, if there is an expectation that the event would re-purpose or close any part of the highway, including shoulders, then the form would be required.
- An example of re-purposing the highway would be to have hydration stations on the shoulder at regular intervals to provide water and sports drinks to the riders.

B. Municipal Christmas Parade

- A Christmas parade is planned by a municipality for a section of US 99 (Main Street).
- The "Special Events Request Form" is not required.
- However, the municipality shall consult with the local Highway Division notifying the Division of the date, times, and locations.
- After receiving notification from the Division that there are no known conflicts, the municipality shall pass an ordinance in accordance with §20-169, place signs, and provide a copy of the ordinance to the Division.

C. Municipal Sponsored Festival

- A municipality is sponsoring a festival for a section of US 99 (Main Street) and several other adjoining secondary roads.
- The "Special Events Request Form" is not required.
- However, the municipality shall consult with the local Highway Division notifying the Division of the date, times, and locations.
- After receiving notification from the Division that there are no known conflicts, the municipality shall pass an ordinance in accordance with §20-169, place signs, and provide a copy of the ordinance to the Division.

D. Local Club Triathlon

- A local club wants to close a portion of Lake Street (SR 9988) to hold a triathlon and have hydration stations on the shoulder at regular intervals to provide water and sports drinks.
- The "Special Events Request Form" is required identifying all State Highway System facilities affected by the event.

E. Bicycle Race

- A local club wants to close a portion of several State Highway System facilities to hold a bicycle race and does not expect racers to obey traffic control devices.
- The "Special Events Request Form" is required identifying all State Highway System facilities affected by the event.
- The local club must also follow all safety, traffic flow, and traffic control requirements in accordance with §20-171.2.



**CITY OF CLAREMONT
NORTH CAROLINA**

RESOLUTION 32-15

RESOLUTION DECLARING A ROAD CLOSURE FOR A CHRISTMAS PARADE

WHEREAS, the City of Claremont acknowledges a long tradition of providing an annual Christmas parade for the pleasure of its citizens; and

WHEREAS, the City of Claremont, schools and civic organizations take this time to recognize others and their efforts by public display; and

WHEREAS, the City of Claremont acknowledges a parade requires approximately two (2) hours to install signing and traffic control, and also requires two (2) hours for removing signs, traffic control and litter removal;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Claremont, North Carolina pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day and times set forth below on the following described portion of a State Highway System route:

Date: Saturday, December 3, 2016

Times: see below

Route Description: -Centennial Blvd. from North Lookout Street to US Hwy 70 East will be closed from 8:00 a.m. until 5:00 p.m.
-US Hwy 70 East (Main Street) from Centennial Blvd. to North Oxford Street will be closed from 2:45 p.m. until 4:30 p.m.

This Resolution to become effective when signs are erected giving notice of the limits and times of the parade, and implementation of adequate traffic control to guide through vehicles around the parade route.

Adopted this 6th day of June 2016.

Shawn R. Brown, Mayor

Attest:

Wendy L. Helms, City Clerk



**CITY OF CLAREMONT
NORTH CAROLINA**

RESOLUTION 33-15

RESOLUTION DECLARING A ROAD CLOSURE FOR CLAREMONT DAZE

WHEREAS, the City of Claremont acknowledges a long tradition of providing an annual Claremont Daze event for the pleasure of its citizens; and

WHEREAS, the City of Claremont, encourage fellowship and community pride; and

WHEREAS, the City of Claremont acknowledges a community event requires approximately two (2) hours to install signing and traffic control, and also requires two (2) hours for removing signs, traffic control and litter removal;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Claremont, North Carolina pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day and times set forth below on the following described portion of a State Highway System route:

Date: Friday, September 30 – Saturday October 1, 2016

Times: see below

Route Description: -September 30, 2016 US Hwy 70 (East Main Street) from North Lookout Street to South Depot Street will be closed from 4:00 p.m. until October 1, 2016 at 12:00 a.m.
-October 1, 2016 US Hwy 70 East (West Main Street) from South Depot Street to North Oxford Street will be closed from 6:00 a.m. until 11:30 p.m.
- October 1, 2016 South Depot Street from Catawba Street to US Hwy 70 (East Main Street) from 6:00 p.m. until 11:30 p.m.

This Resolution to become effective when signs are erected giving notice of the limits and times of the parade, and implementation of adequate traffic control to guide through vehicles around the parade route.

Adopted this 6th day of June 2016.

Shawn R. Brown, Mayor

Attest:

Wendy L. Helms, City Clerk



**CITY OF CLAREMONT
NORTH CAROLINA**

RESOLUTION 34-15

**RESOLUTION DECLARING A ROAD CLOSURE FOR THE PJ STANLEY
MEMORIAL 5K**

WHEREAS, the City of Claremont acknowledges the life and legacy left by Former Councilmember James (PJ) Stanley; and

WHEREAS, the City of Claremont, holds an annual 5K run in his honor; and

WHEREAS, the City of Claremont acknowledges a race requires approximately two (2) hours to install signing and traffic control, and also requires two (2) hours for removing signs, traffic control and litter removal;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Claremont, North Carolina pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day and times set forth below on the following described portion of a State Highway System route:

Date: Saturday, October 15, 2016

Times: 8:00 a.m. until 10:30 a.m.

Route Description: -US Hwy 70 (East main Street) from Centennial Blvd. to North Lookout Street
- North Lookout Street to Centennial Blvd.
- East Calvin Street to Byrd Street
- Byrd Street to Willard Street
- Willard Street to North Lookout Street
- Centennial Blvd. from North Lookout Street to US Hwy 70 East (East Main Street)

This Resolution to become effective when signs are erected giving notice of the limits and times of the parade, and implementation of adequate traffic control to guide through vehicles around the parade route.

Adopted this 6th day of June 2016.

Shawn R. Brown, Mayor

Attest:

Wendy L. Helms, City Clerk

AGREEMENT

AGREEMENT made this 1st day of July, 2016, by and between Catawba County Emergency Services (hereinafter "County") and the City of Claremont (hereinafter "City").

WHEREAS, City requires the services of a person or persons authorized to make, and capable of making, periodic fire inspections of all buildings within City's jurisdiction; and

WHEREAS, County has the requisite knowledge, experience and resources to conduct routine fire inspections of all buildings within City's jurisdiction, and

WHEREAS, the parties acknowledge that such fire inspections will be conducted in accordance with applicable state and local statutes and codes.

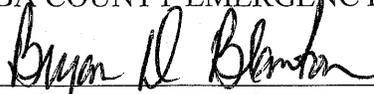
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. That the North Carolina Fire Prevention Code (hereinafter "Code") is set out in the North Carolina Building Code. The provisions of the Code dealing with fire inspections of buildings are incorporated herein by reference.
2. Pursuant to NCGS 153A-351 County has created an inspection department which includes fire prevention inspectors.
3. City has approximately Ninety Four (94) buildings within its jurisdiction with regard to which it desires to have County's fire inspector conduct inspections (hereinafter "Inspections") to ensure continuing compliance with the Code.
4. City will pay County an annual sum of Four Thousand Six Hundred Eighty One Dollars (\$4,681.00), payable in four equal quarterly payments of One Thousand One Hundred Seventy Dollars and Twenty Five Cents (\$1,170.25). The payments will be made in advance, on the first day of each calendar quarter during the term hereof. The price will include any re-inspections made necessary as a result of code violations found during the initial inspection. County will continue to re-inspect until any code violations have been corrected.
5. This Agreement will become effective on the date hereof, and shall continue in force and effect until midnight, June 30, 2017.
6. This Agreement may be cancelled by either party, with or without cause, upon one hundred eighty (180) days written notice.

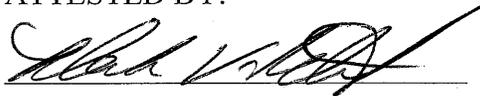
7. This Agreement may be executed in multiple counterparts, with each part executed being deemed an original, however, collectively constituting but a single document.
8. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. It shall not be modified in any respect except in a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year above first written.

CATAWBA COUNTY EMERGENCY SERVICES

By: 
Bryan Blanton, Director

ATTESTED BY:



CITY OF CLAREMONT

By: _____
Catherine Renbarger, City Manager

ATTESTED BY:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: 5-24-16 _____
Robert Miracle, Finance Director

APPROVED AS TO FORM:

Date: May 21, 2014 _____
Debra Bechtel, Attorney

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

ANIMAL CONTROL AGREEMENT

This Animal Control agreement is entered into between Catawba County, North Carolina, (hereinafter the "County"); and the City of Claremont, North Carolina (hereinafter the "City") as of the 1st day of July 2016.

WHEREAS, the City desires that the County provide animal control and emergency after hour calls services within the City during the 2016-17 fiscal year; and

WHEREAS, the County desires to provide animal control and emergency animal calls services within the City during the 2016-17 fiscal year; and

WHEREAS, the City desires that the County continue to enforce the County's Ordinance within the jurisdictional limits of the City; and

WHEREAS, the City has, and hereby does, designate the Catawba County Assistant Director of Emergency Services to be responsible for determining when a dog located within the City is a "Dangerous or Potentially Dangerous Dog" pursuant to Catawba County Ordinance Chapter 6, Sec. 6-3 Definitions and Article VI Sec 6-131 thru 6-135 Dangerous and Potentially Dangerous dogs and

WHEREAS, the County has, and hereby does, designate the Dangerous Dog Appellate Board of the Catawba County, to hear any appeals for a "Dangerous or Potentially Dangerous Dog" determination pursuant to Catawba County Ordinance Sec. 6-132.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Designation of Division of Animal Services
 - (i) The City shall and hereby does designate Catawba County's Animal Services Department as its "Office of Animal Control".
 - (ii) An Animal Control Officer employed by the County (hereinafter the "ACO") will respond to emergency and routine animal service calls within the City.
 - (iii) Animal Services shall provide animal control services to the City during the hours of 8:00 am through 5:00 pm, Monday through Friday.

- (iv) The scheduled on-call ACO will respond to emergency after hour calls as described below:

Animal Bites
Injured Animals
Possible Rabies Exposures
Animal Attacks
Aggressive Animals
Dangerous and/or Potentially dangerous Dogs

2. Catawba County Animal Services

- (i) During the hours of 8:00 am through 5:00 pm, Monday through Friday the ACO will respond to all routine and emergency animal services calls related to animals located within the City.
- (ii) All service calls received and/or responded to on behalf of the City under this Agreement will be handled in accordance to the County's Animal Services' Ordinance and policies developed by Catawba County Animal Services.
- (iii) The County Animal Shelter will receive animal service calls during the hours of 8:00 am through 6:00 pm, Monday through Friday. All emergency calls after hours will be received by the Communications Center.
- (iv) The County agrees to provide adequate personnel and equipment to respond to calls as required by this agreement.

3. Emergency after Hour Call Services

- (i) Emergency after hour call service hours are from 5:00 pm to 8:00 am Monday through Friday, weekends and all holidays.
- (ii) The County shall provide an ACO to respond to calls for after hour emergencies within the City when necessary to protect and preserve the health and safety of the public and animals.
- (iii) The ACO shall take animals requiring care to a veterinary facility in accordance to Shelter's policy. When immediate veterinary care is not needed in the judgment of County personnel, an animal may be taken to the County Animal Shelter. Sick and injured animals will be handled according to the Shelter operating policy.
- (iv) The County may, at its discretion, bear the cost of emergency care and shelter costs for animals that do not appear to have an owner or keeper, or where the owner or keeper can be identified, charge the owner or keeper

with the cost of emergency care and shelter costs of the animals consistent with the County operating policy.

- (v) When City Public Safety and/or City officers are also on the scene of an animal-related emergency, the Animal Control Officer shall cooperate with City personnel in matters involving safety of persons and/or enforcement of the County's animal control ordinance, and/or North Carolina General Statutes pertaining to animals.

4. Upon receipt of an invoice for the services of Animal Control and Emergency After Hour Calls, the City shall make payment within 30 days to the County in the amount of \$300 per quarter, \$1,200 for this fiscal year.
5. This agreement shall be in effect for the period beginning July 1, 2016 and ending June 30, 2017, subject to annual renewal as negotiated and agreed upon by both parties in writing.
6. Either party may terminate this agreement for any reason by providing the other party 30 days written notice of intention to terminate the agreement. In the case of early termination, the City is responsible for payment of any services provided through the date of termination. Any notice to be given hereunder shall be given in writing and delivered personally, by registered or certified mail, postage prepaid as follows:

To County: Bryan Blanton, Emergency Services Director
Catawba County
100-A Southwest Boulevard
PO Box 389
Newton, NC 28658

To City of ~~Conover~~
Claremont
Catherine Renbarger, Manager
City of Claremont
PO Box 446
Claremont, NC 28610

7. The City will indemnify and hold the County harmless for any and all claims, demands or actions whatsoever arising from the County's provision of services under this agreement unless the same results from the intentional or negligent conduct of the County. It is the intent that the City indemnify the County to the fullest extent permitted by law.
8. This agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in Catawba County.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names to become effective on the date hereinabove written.



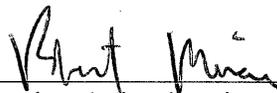
Bryan Blanton, Emergency Services Director

Catherine Renbarger, Manager, City of Claremont

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Fiscal and Control Act.

Date: _____

6-1-16

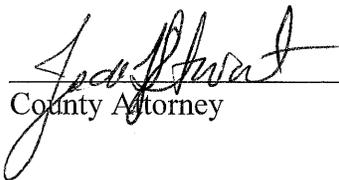


Robert Miracle, Finance Director

APPROVED AS TO FORM

Date: _____

5-27-16



County Attorney

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 6, 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: **June 6, 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

Catherine Renbarger
City Manager

5/26/2016

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

<u>Line</u>	<u>Increase</u>	<u>Decrease</u>
10-5300-5700 Misc Expense	\$ 1,000.00	
10-5300-0900 Physicals		\$ 1,000.00
10-4400-2600 Advertising	\$ 300.00	
10-4400-0402 Stormwater Phase 2		\$ 300.00
10-5300-0500 Fica	\$ 2,500.00	
10-5450-7400 Capital Outlay		\$ 2,500.00

Stephanie Corn, Finance Officer

REQUEST FOR COUNCIL ACTION

Date of Meeting: **June 6, 2016**

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Public Hearings

1. Propose City Budget for FY 2016-2017-

The proposed budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017 was submitted to the Claremont City Council on May 2, 2016 in accordance with North Carolina General Statutes. North Carolina law requires that a public hearing be held on the proposed budget prior to adoption. All interested persons are invited to make written or oral comments on the proposed budget. The proposed budget has been available for public review on the City of Claremont website and at City Hall.

2. Voluntary Annexation 2879 Montclair Drive-

City Council will call for a Public hearing on Monday June 6, 2016 to get citizen input on the voluntary annexation of 2879 Montclair Drive.

3. Voluntary Annexation 2681 Heart Drive-

City Council will call for a Public hearing on Monday June 6, 2016 to get citizen input on the voluntary annexation of 2681 Heart Drive.

4. Zoning Ordinance Text Amendment- Landscaping

Before changes to the zoning ordinance can be adopted, North Carolina law requires a public hearing be held. The proposed changes to the landscaping sections of the zoning ordinance would increase visibility of business signs and frontage as initiated by the Planning Board. See Item 11G for additional information.

5. Zoning Ordinance Text Amendment- Protest Amendment

Before changes to the zoning ordinance can be adopted, North Carolina law requires a public hearing be held. This change would remove the protest petition section in the City's ordinance to reflect changes in State law. See Item 11H for additional information.

Recommendation: Each Public Hearing must be called for with a motion and second to open and a motion and second to close.

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 6, 2016

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Ordinance 18-15 Extend the Corporate City Limits at 2879 Montclair Drive

A voluntary annexation petition was received April 14, 2016. Investigation of sufficiency was completed and found to be sufficient. Advertisement was published in the Observer News Enterprise on May 25, 2016, to call for a public hearing. Said public hearing was held on Monday, June 6, 2016. Staff recommends approving Ordinance 18-15 to extend the corporate city limits to include 2879 Montclair Drive.

Recommendation: Approve Ordinance 18-15 to Extend the Corporate City Limits to include 2879 Montclair Drive



**CITY OF CLAREMONT
NORTH CAROLINA**

ORDINANCE # 18-15

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

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 June 6, 2016, after due notice of publication on May 26, 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 June 6, 2016:

Description of Property: BEING all Lots 45, 46, 47, 48, and 49 of Block "G" of the certain property shown on plat entitled "Sigfield Acres, Claremont, NC, Catawba County," made by Sam Rowe, Jr., Surveyor, on June 10, 1966, and recorded in Plat Book 13 at page 35, Catawba County Registry.

LESS AND EXCEPTED from this conveyance is that portion as conveyed in Book 2208, page 135, Catawba County Registry.

This property is conveyed subject to those restrictions as recorded in Book 1194, page 210, Catawba County Registry.

This being the same property conveyed to Teresa W. Price now Teresa Wagner Rozzelle in Book 1981, page 220 and in Book 1382, page 557, Catawba County Registry.

For reference to title see deeds recorded in Book 2888 at page 430 and Book 3238 at page 95, Catawba County Registry.

Section 2. Upon and after June 6, 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 6th day of June, 2016.

Shawn R. Brown, Mayor

Attest:

Approved as to form:

Wendy L. Helms, City Clerk

Robert Grant, City Attorney



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 _____, 2016.

Notary Public

My Commission expires: _____

(Seal)

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 6, 2016

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Ordinance 19-15 Extend the Corporate City Limits at 2681 Heart Drive Tract 2

A voluntary annexation petition was received April 20, 2016. Investigation of sufficiency was completed and found to be sufficient. Advertisement was published in the Observer News Enterprise on May 25, 2016, to call for a public hearing. Said public hearing was held on Monday, June 6, 2016. Staff recommends approving Ordinance 19-15 to extend the corporate city limits to include 2681 Heart Drive Tract 2

Recommendation: Approve Ordinance 19-15 to Extend the Corporate City Limits to include 2681 Heart Drive Tract 2



**CITY OF CLAREMONT
NORTH CAROLINA**

ORDINANCE # 19-15

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

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 June 6, 2016, after due notice of publication on May 26, 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 June 6, 2016:

Beginning at a 3/8" iron rebar (found) in the line of the property of One Heart Drive, LLC acquired by deed recorded in Book 2394, Page 723, which iron rebar is located South 62 degree 52' 19" West 970.05 feet from a mag nail set in the centerline of the intersection of U.S. Highway 70 and Heart Drive; thence with the lone of One Heart Drive South 25degree 37'34" East 559.42 feet to a 1" iron pipe (found), the southwestern corner of the property of One Heart Drive and the Northern corner of the property of J-Mar Investments acquired by deed recorded in Book 1530, Page 914; thence a new line South 61 degree 51'42" West 743.60 feet in a 1/2" iron rebar (set); thence a new line North 25 degree 37'34" West 505.61 feet to a 1/2" iron rebar set; thence North 25 degree 37'34" West 50.52 feet to a point in the center of the 200' right of way (claimed) of Southern Railroad; thence with the center of the right of way of the railroad North 56 degree 09'38" East 213.46 feet to a point in the line of the property of Craig A. Ballard and Vickie L. Ballard acquired by deed recorded in Book 2198, Page 1551; thence with the line of Ballard North 25 degree 38' 48" West 145.20 feet to a 1/2" iron rebar found located in the southern margin of Conover Boulevard, said point also being in the line of Tract 2 of the property of June H. Drum Heirs acquired by deed recorded in Book 2013, Page 1872; thence with the center of Conover Boulevard E and the southern line of Tract 2 North 68 degree 11' 26" East 129.62 feet to a point in the eastern line of Tract 3of the property of June H. Drum Heirs acquired by deed recorded in Book 2013, page 1872; thence with the western line of Tract 3 South 05 degree 01' 40" East 31.33 feet to a 1/2" iron rebar found; thence South 05 degree 01' 40" East 137.90 feet to a point in the center of the railroad right-of-way, the southwest corner of Tract 3; thence with the center of the railroad right-of-way and the southern line of Tract 3 North 57 degree 33' 04" East 198.00 feet to a point, a common corner of Tract 3 and Tract 4 of the June H. Drum Heirs property acquired by deed recorded in Book 2013, page 1872; thence continuing with the center of the railroad right- of-way and the southern line of Tract 4 North 60 degree 27' 14" East 110.00 feet to a point, a common corner to the property of Teng Yang and Ker Vaug acquired by deed recorded in Book 2464, Page 1706; thence

continuing with the center of the railroad right-of-way and the southern line of Yang and Vaug for three calls: (1) North 61 degree 57' 23" East 137.90 feet to a point ; (2) North 61 degree 57' 23" East 20.61 feet to a point; and (3) North 63 degree 10' 31" East 9.41 feet to a point the northwestern corner of the property of One Heart Drive, LLC; thence with the western line of One Heart Drive South 25 degree 37' 34" East 40.54 feet to a 3/8" iron rebar (found), the point of Beginning, and containing 10.358 acres, more or less , according to a survey entitled "Survey fr Matlock Properties LLC" dated June 15, 2011, revised July 13, 2011 by Teddy E. Sharpe, PLS, of Miller Surveying Inc., to which survey reference is hereby made for greater certainty of description

Section 2. Upon and after June 6, 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 6th day of June, 2016.

Shawn R. Brown, Mayor

Attest:

Approved as to form:

Wendy L. Helms, City Clerk

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 _____, 2016.

Notary Public

My Commission expires: _____

(Seal)

REQUEST FOR COUNCIL ACTION

Date of Meeting:

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Approve Ordinance 20-15 Adopting the FY2016-2017 Budget

This budget ordinance will approve the fiscal year 2016-2017 budget for all City funds with a General Fund budget of \$2,902,942.

Recommendation: Motion to Approve Ordinance 20-15

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 20-15

AN ORDINANCE OF THE CITY OF CLAREMONT ADOPTING THE CLAREMONT
MUNICIPAL BUDGET FOR FISCAL YEAR 2017

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

Section 1: It is estimated that the following revenues will be available in the General Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017.

Ad Valorem Taxes	\$1,784,050
Occupancy Tax	\$8,000
Investments	\$2,000
State Shared Revenues	\$357,657
Sales and Use Tax	\$302,000
Other Taxes	\$245,000
Fund Balance	\$117,692
Local Fees and Charges	\$22,900
Miscellaneous	\$63,625
Total	\$2,902,942

Section 2: The following amounts are hereby appropriated in the General Fund for the operation of the City government and its activities for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, in accordance with the chart of accounts heretofore established for the City.

City Council	\$63,200
Administration	\$492,961
Police	\$842,731
Fire	\$409,232
Public Works	\$638,889
Recreation	\$125,117
Planning	\$39,800
Library	\$20,600
Debt Service	\$161,812
Economic Development	\$108,600
Total	\$2,902,942

Section 3: It is estimated that the following revenues will be available in the Water and Sewer Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017:

Charges for Utilities	\$1,152,900
Other Charges	\$74,300
Total	\$1,227,200

Section 4: The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this city.

Water Treatment	\$242,700
Water Maintenance	\$128,500
Waste Water Treatment	\$647,900
Waste Water Maintenance	\$208,100
Debt Service	\$0
Total	\$1,227,200

Section 5: It is estimated that the following revenues will be available in the Powell Bill Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017:

Powell Bill Distribution	\$41,500
Appropriated Fund Balance	\$0
Total	\$41,500

Section 6: The following amounts are hereby appropriated in the Powell Bill Fund for the maintenance of city streets for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this city.

Powell Bill Operations	\$41,500
Total	\$41,500

Section 7: It is estimated that the following revenues will be available in the PJ Stanley Fund for the Fiscal Year Beginning July 1, 2016 and ending June 30, 2017:

Contributions	\$4,000
Transfer from General Fund	\$1,000
Fund Balance Appropriation	\$2,000
Total	\$7,000

Section 8: The following amounts are hereby appropriated in the PJ Stanley Fund for the memorial scholarships and fundraising for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this city.

Scholarships	\$4,000
Department Supplies	\$3,000
Total	\$7,000

Section 9: The operating funds encumbered on the financial records of June 30, 2016 are hereby re-appropriated into this budget.

Section 10: There is hereby levied a tax at the rate of forty-nine cents (\$.49) per one hundred (\$100) valuation of property as listed for taxes as of January 1, 2016, for the purpose of raising the revenue listed as “Ad Valorem Taxes” in the General Fund in Section 1 of this ordinance.

Section 11: The corresponding FY 2016-17 Schedule of Fees is approved with the adoption of this Annual Budget Ordinance. The FY 2016-17 Schedule of Fees is attached as Attachment A to this Ordinance.

Section 12: The City Manager is hereby authorized to transfer appropriations as contained herein under the following conditions:

- A. He or she may transfer amounts between line-item expenditures and between departments without limitation as believed to be necessary and prudent. He or she must make an official report on such transfers at the next regular meeting of the governing board.
- B. He or she may transfer amounts up to \$5,000 between functional areas including contingency appropriations, within the same fund. He or she must make an official report on such transfers at the next regular meeting of the governing board.
- C. He or she may not transfer any amounts between funds, except as approved by the Governing Board in the Annual Budget Ordinance as amended.

Section 13: Copies of the Annual Budget ordinance shall be furnished to the City Clerk, to the Governing Board and to the City Manager and Finance Director to be kept on file by them for direction in the disbursement of funds.

INTRODUCED at the regular meeting of the City Council of the City of Claremont on June 6, 2016.

ADOPTED at the regular meeting of the City Council of the City of Claremont on June 6, 2016.

MAYOR Shawn Brown

ATTEST:

Wendy Helms, City Clerk

APPROVED AS TO FORM:

Bob Grant, City Attorney

City of Claremont Schedule of Fees

The schedule of fees, lists fees charged for conducting business with the City of Claremont- including planning and zoning development fees, building & sign permit fees, fire service and inspection charges, water and sewer deposits, and tap fees, along other various public works offerings and city services.

City Fees	
Return Check	\$25.00
Bank Fee	\$7.00
Solid Waste Collection Fee	
Fee charged to all residences and users of the City provided trash & recycling service, in accordance with NCGS 160A-314.1	\$3.00 per month
Copies of Ordinance/Policies/etc.	\$.15/page
Park Shelter # 1 Rental Fee	
Inside City limits	Free
Outside City Rental 1-4 Hours	\$25.00
Outside City Rental 4-8 Hours	\$50.00
Research, Retrieval, & Assembling of Documents	
	\$15.00/hour employee
Accident Reports Police/Fire	
	\$3.00
A minimum of \$10.00 per personnel hour (or the actual cost if greater), in excess of one hour, for staff time and overhead for the research, retrieval, assembling, and organizing of documents in response to a valid request for copies of public records. This charge is in addition to the basic charge for copying of documents set forth in this schedule of fees and charges.	
Storage Fees for Impounded Vehicles/Equipment	\$5 per day
Hazardous Materials Emergency Response Fee:	
Fire Engine, Police Car, or Support Apparatus	\$250.00 hour
Personnel on Scene (per person)	\$20.00 hour
Supplies and Materials	Cost +15%
Fire Inspection Fee	\$25.00
Safety Inspection Fee	\$25.00
Use of Fire Department Facilities	
(per hour, two hour minimum)	per hour

Planning & Zoning	
Rezoning Application	
Residential	\$500.00
Mixed use	\$800.00
Commercial & Industrial	\$800.00
<i>(variance, inspection, special use permit)</i>	
Subdivision Approval Application	
Major Subdivision	\$100 + \$5/Lot Prelim
All Over 5 Lots	\$100 + \$3/Lot Final
Minor Subdivision (5 Lots Max)	\$75.00
Landlocked Subdivision Plat	\$100 + \$10/Lot
Administrative Review	\$50.00
Copy of Subdivision Regulations	\$15.00
Zoning Compliance Letter	\$25.00
Zoning Permits	\$25.00
Certificate of Occupancy	\$25.00
Zoning Map	\$5.00
Copy of Zoning Ordinance	\$20.00
Street Closing Petition	\$100.00
Petition for Text Amendment	\$200.00
Voluntary Annexation Petition	\$100.00
New Development Street Signs	\$100.00
Road Name Change	\$350 + \$50 for each sign
Ordinance Violations	
1st Offense	\$50 a day
2nd Offense	\$100 a day
3rd and subsequent Offenses	\$200 a day
<i>(each day violation exists)</i>	

Public Works	
Lot Cleaning	
Charge per Working Hour per man	\$25.00
Charge for Dump Truck Rental	\$75.00
Charge per backhoe/bobcat hour	\$50.00
<i>(minimum of 3 hours)</i>	
Lot Mowing	
Charge for tractor/bushhog per hour	\$50.00
<i>(minimum of 3 hours)</i>	
Charge per Employee Hour	\$35.00
<i>(minimum of 3 hours)</i>	
Sale of Leaf Bags	10/\$ 2.00
The charge of leaf bags is subject to change due to circumstances at the landfill.	
Collection of White goods	\$10/each
Collection of Bulky Items	\$25-\$75
Signs For Insurance Reimbursement/Replacement	
STOP sign	\$85.00
<i>(with 2 hours cost for replacement)</i>	
Speed Limit Sign (24x30)	\$60.00
(18x24)	\$45.00
Dead End/No Outlet Sign	\$60.00
Street Name Sign	\$60.00
Misc. Warning Signs	\$60.00
Pole for Signs	\$45.00
Bracket for Poles	
	\$10.00

Water & Sewer	
Utility Fees	
Late Penalty	\$20.00
Relocation Fee	\$100.00
Reconnect Fee	\$50.00
Reconnect Fee w/ Meter Removed	\$125.00
Meter Tampering Fee	
	\$200.00

Water & Sewer	
Deposits	
Water/ Sewer	
Residential	\$150.00
Commercial	\$175.00
Industrial	\$250.00
Sprinkler Fees - Section- Annual Fees	
Each Hydrant	\$150.00
Each Sprinkler Connection	
12 Inch	\$500.00
10 Inch	\$400.00
8 Inch	\$300.00
6 Inch	\$300.00
Meter Testing Fees	
3/4"-2" inch Meters	\$100.00
3" - 6" Meters	\$330.00
Water Tap Fees	
3/4" Meter and tap	\$950.00
1" Meter and tap	\$1,500.00
1 1/2 " Meter and tap	\$3,000.00
2" Meter and tap	\$4,000.00
3" Meter and tap	\$10,500.00
4" Meter and tap	\$12,500.00
6" Meter and tap	\$14,500.00
Outside rates will be double the inside rates for all meter sizes	
Proper Backflow Prevention Devices are required on all connections prior to use	
Maintenance and testing of the devices are the responsibility of the customer	

Water Capacity Fees	
3/4" Meter	\$250.00
1" Meter	\$700.00
1 1/2 " Meter	\$1,200.00
2" Meter	\$1,700.00
3" Meter	\$5,000.00
4" Meter	\$8,500.00
6" Meter	\$15,000.00
Outside rates will be double the inside rates for all meter sizes	

Sewer Tap Fees	
4" Tap	\$750.00
6" Tap	\$900.00
8" Tap	\$1,200.00
10" Tap	\$1,400.00
12" Tap	\$1,800.00
Multiple Dwelling add per unit	\$150.00
Outside rates will be double the inside rates for all tap sizes	

Sewer Capacity Fees	
3/4" Meter	\$500.00
1" Meter	\$950.00
1 1/2 " Meter	\$1,800.00
2" Meter	\$3,000.00
3" Meter	\$6,000.00
4" Meter	\$9,500.00
6" Meter	\$18,000.00
Outside rates will be double the inside rates for all meter sizes	

Wastewater Treatment Plant	
Pretreatment Permits	\$1,500.00
Compliance Permitting	\$150.00
Compliance Monitoring	\$500.00
<i>(2 times per year)</i>	
Inspection Monitoring	\$250.00
Flow	\$0.00
Ammonia Monitoring	\$250.00
BOD Excess Surcharge	Cost +25%
TSS Excess Surcharge	Cost +25%

Punch Under Driveways/Mole	
Inside	\$30/ft
Outside	\$60/ft

Water/Sewer Extension	
Water Pipe below 1 inch pipe	\$40/ft
Water Pipe above 1 inch pipe	Cost + 25 %
Hydrants	Cost
Valve and Box	\$1,000.00

Water & Sewer Availability Survey	\$0.00
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**City of Claremont
Water & Sewer Usage Rates**

	Current Base	Current Per 1,000	New Base	New Per 1,000
Residential Water Rates				
3/4" Meter	\$12.48	\$2.97	\$12.73	\$3.03
3/4" Meter Outside	\$24.97	\$5.95	\$25.47	\$6.07
Residential Sewer Rates				
3/4" Meter	\$18.73	\$4.51	\$19.48	\$4.69
3/4" Meter Outside	\$37.45	\$9.02	\$38.95	\$9.38
Inside Commercial & Industrial Water Rates				
3/4 " Meter	\$13.53	\$4.00	\$13.80	\$4.08
1" Meter	\$19.77	\$4.00	\$20.17	\$4.08
1 1/2" Meter	\$39.53	\$4.00	\$40.32	\$4.08
2" Meter	\$64.50	\$4.00	\$65.79	\$4.08
3" Meter	\$114.44	\$4.00	\$116.73	\$4.08
4" Meter	\$214.32	\$4.00	\$218.61	\$4.08
6" Meter	\$270.50	\$4.00	\$275.91	\$4.08
Outside Commercial & Industrial Water Rates				
3/4 " Meter	\$27.05	\$8.00	\$27.59	\$8.16
1" Meter	\$39.53	\$8.00	\$40.32	\$8.16
1 1/2" Meter	\$79.07	\$8.00	\$80.65	\$8.16
2" Meter	\$129.01	\$8.00	\$131.59	\$8.16
3" Meter	\$227.86	\$8.00	\$232.42	\$8.16
4" Meter	\$428.63	\$8.00	\$437.20	\$8.16
6" Meter	\$541.00	\$8.00	\$551.82	\$8.16
Inside Commercial & Industrial Sewer Rates				
3/4 " Meter	\$20.81	\$6.50	\$21.64	\$6.76
1" Meter	\$31.21	\$6.50	\$32.46	\$6.76
1 1/2" Meter	\$60.34	\$6.50	\$62.75	\$6.76
2" Meter	\$81.15	\$6.50	\$84.40	\$6.76
3" Meter	\$101.96	\$6.50	\$106.04	\$6.76
4" Meter	\$124.85	\$6.50	\$129.84	\$6.76
6" Meter	\$143.57	\$6.50	\$149.31	\$6.76
Outside Commercial & Industrial Sewer Rates				
1" Meter	\$62.42	\$13.00	\$64.92	\$13.52
2" Meter	\$162.30	\$13.00	\$168.79	\$13.52
4" Meter	\$249.69	\$13.00	\$259.68	\$13.52

REQUEST FOR COUNCIL ACTION

Date of Meeting: **June 6, 2016**

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Approve Contract with WPCOG for Technical Planning Assistance for Fiscal Year 2016-2017

Under the terms of this agreement, the Western Piedmont Council of Governments will provide technical planning assistance for FY 2016-2017 for an amount not to exceed \$38,700. This is an increase from FY 2015-2016 as a planner from the WPCOG will now be with the City 16 hours a week, instead of 12 hours a week. Sufficient funds are budgeted for this expense.

Recommendation: Motion to Approve Agreement with the Western Piedmont Council of Governments for Technical Planning Assistance as presented

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE **CITY OF CLAREMONT**
FOR THE PROVISION OF
TECHNICAL PLANNING ASSISTANCE:
JULY 1, 2016 – JUNE 30, 2017

This **AGREEMENT**, entered into on the first day of July, 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 provisions of services as described in Attachment A, which is herein made 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.** That for the purpose of providing funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed **\$38,700.00** (thirty-eight thousand, seven hundred dollars) during the period beginning July 1, 2016 and ending June 30, 2017. These fees will be billed in equal monthly payments of **\$3,225.00** (three thousand, two hundred and twenty-five dollars).

4. **Termination/Modifications.** The Local Government may terminate the 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 consent of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2016 and ending June 30, 2017.
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 exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any financial interests, 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 interests 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 in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped 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.

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 GOVTS.

By: _____
Mayor

By: _____
Executive Director

By: _____
City Manager

By: _____
Chairman

Preaudit Statement:

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

By: _____
Local Government Financial Officer

ATTACHMENT A
CITY OF CLAREMONT
TECHNICAL PLANNING ASSISTANCE:
JULY 1, 2016 – JUNE 30, 2017
WORK PROGRAM / BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Western Piedmont Council of Governments for the City of Claremont. The product(s) of the planning activities shall be:

WORK PROGRAM

1. Code Administration
Assistance in the administration of the City's Zoning Ordinance and Subdivision Regulations will be provided. Planning advice and staff memoranda and recommendations will be provided to the City Council, City Manager, City Attorney, Planning Board, Board of Adjustment and the Watershed Review Board. Some examples of duties include staff administration of zoning permits, rezoning applications and hearings, Board of Adjustment applications and hearings, site plan reviews, and subdivision reviews.

2. Other Duties as Directed by City Manager or City Council
It is understood that priority changes and/or substitutions may be made by the City Manager or City Council as needed to include work in such areas as annexation, extraterritorial zoning, or other planning-related topics, not to exceed the dollar/time/travel amount of this contract.

BUDGET

The contract budget – including all salaries, fringe benefits, travel expenses and indirect costs – totals **\$38,700.00** to be billed in twelve equal payments of **\$3,225.00** starting July 1, 2016.

REQUEST FOR COUNCIL ACTION

Date of Meeting:

To: Mayor and the City Council

From: Bart Travis, Fire Chief

Action Requested: 2017 Fire Department Officer Confirmations

Chief Travis will present Council with names of officers for the FY 2017.

Recommendation: Approve as Presented



Claremont Fire Department
Command Staff 2017

Assistant Chiefs

Bruce Hartsoe
Jason Lowrance

Captains

Kevin Little
Mike Hathaway

Lieutenants

Ray Ball
Tyler Terry
Steve Self

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 6, 2016

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Approve Ordinance 21-15 Amending FY2015-2016 Budget

This budget amendment will move the pay per call money into part-time salaries for quarterly disbursement to firefighters. This budget amendment is done annually.

Recommendation: Motion to Approve Ordinance 21-15

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 21-15

AN ORDINANCE OF THE CITY OF CLAREMONT AMENDING CLAREMONT
MUNICIPAL BUDGET FOR FISCAL YEAR 2015

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

General Fund

	<u>Increase</u>	<u>Decrease</u>
<u>Expenditures</u>		
Pay Per Call Incentives		
30.5300.0400		\$22,750
<hr/>		
Total		\$22,750
Salaries		
30.8250.9600	\$22,750	
<hr/>		
Total	\$22,750	

INTRODUCED at the regular meeting of the City Council of the City of Claremont on June 6, 2016.

ADOPTED at the regular meeting of the City Council of the City of Claremont on June 6, 2016.

Shawn R. Brown, Mayor

ATTEST:

Wendy Helms, City Clerk

APPROVED AS TO FORM:

Bob Grant, City Attorney

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 6, 2016

To: Mayor and the City Council

From: Elinor Hiltz, City Planner

Action Requested: Amend the landscaping sections of the zoning ordinance to increase visibility of business signs and frontages as initiated by the Planning Board.

Staff report is enclosed. The Planning Board recommended approval in April and May, 2016.

Recommendation: Adopt Ordinance #22-15

Adopt a statement of public interest: *“This zoning amendment is in the public interest because the intent does not decrease the total number of required plantings in Claremont and trees are good for property values and the environment”.*

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

CITY OF CLAREMONT

NORTH CAROLINA

ORDINANCE 22-15

AN ORDINANCE TO AMEND TO THE CODE OF ORDINANCES

OF THE CITY OF CLAREMONT

TITLE 9

PLANNING AND COMMUNITY DEVELOPMENT

WHEREAS, trees and other landscaping features benefit property values and the environment;

WHEREAS, the proposed amendment would not decrease the total number of trees or shrubs required for zoning approval;

WHEREAS, the proposed amendment would increase visibility by decreasing the conflict between landscaping and signs and business frontages;

WHEREAS, the proposed amendment would not be inconsistent with the Comprehensive Plan that recommends a pedestrian-friendly downtown with enhanced landscaping;

WHEREAS, the Planning Board of the City of Claremont has considered the proposed amendment and recommended said amendment 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 9-3-62, 64, 66, 68, 74, 76, 156, 174, and 191-193 is hereby amended by changing the following:

Sec. 9-3-156 Landscaping of parking area.

The landscaping requirements of this section shall apply to land, public and private, designated as multi-family, recreational, institutional, industrial and commercial land uses which are required to have or provide ten (10) or more parking spaces or whose parking will cover more than five percent (5%) of the property.

1. Parking area landscaping requirements of this section are as follows:
 - a. Credit for using existing trees on site greater than or equal to those required by standards shall be two (2) trees for every one (1) tree retained.

- b. When using an existing tree, the area under the drip line (maximum extension of branches) of the tree must remain undisturbed. This includes grading, fill, paving, etc.
- c. If an existing tree dies, it must be replaced with two (2) trees during the next planting season.
- d. If any vegetation dies, replacement is required within the next planting season.
- e. Landscaping shall be placed in a manner, which meets the intent of this chapter, and shall be maintained.
- f. Any fraction of requirements shall be rounded up to the next whole number.
- g. Landscaping shall not obstruct the view of motorists using any street, private driveway, parking aisles or the approach to any street intersection so as to constitute a traffic hazard. **Landscaping shall not obstruct sign faces.**

2. Landscaping requirements for interior areas of parking areas (Interior areas are defined as the area within the property used for vehicular storage, parking and movement):

- a. Landscaped planting areas are to be located within or adjacent to the parking area as tree islands, at the end of parking bays, inside medians, or between rows or cars.
- b. There shall be one (1) large shade tree for every one thousand five hundred (1,500) square feet of total parking area.
- c. There shall be one (1) shrub for every five hundred (500) square feet of total parking area. Shrubs must be eighteen (18) inches tall at planting and reach a minimum height of thirty (30) inches in three (3) years.
- d. All trees and shrubs are to be planted within a landscaped planting area not less than one hundred seventy-five (175) square feet in area.
- e. No vehicular parking space shall be farther than fifty (50) feet from a planting area.
- f. No more than forty percent (40%) of the trees and/or shrubs shall be deciduous.

3. Landscaping requirements for street yards of parking areas (Street yard beds are defined as the area between the public right-of-way and interior area. **The street yard width or location may have to be adjusted to avoid planting in conflict with utility lines**):

- a. Street yard **beds** are required to be a minimum of ten (10) feet in width. **The street yard bed may have to be shifted back or made wider in some places to give street yard trees extra clearance from utility lines.**
- b. One (1) large shade tree is required every fifty (50) feet or one (1) small tree is required every twenty-five (25) feet along the street frontage.
- c. Shrub beds (fifty (50) square feet minimum and a minimum of ten (10) shrubs per shrub bed) are required every forty (40) feet along the street frontage. Berms may be used instead of shrubs with the following stipulations: 1) berms must be the required height of shrubs with no more than a 3:1 slope; 2) shorter shrubs may be used in combination with berms as long as the required total height is met; 3) berms must be capped or topped with groundcover vegetation; 4) berms shall be grassed; 5) berms must occupy sixty percent (60%) of the frontage area; 6) fences may be used in combination with berms as long as the fence is compatible in materials and color to the building and is not more than forty percent (40%) of the required height.

d. Protection of utility lines: Small trees may not be planted closer than 15 feet to utility lines. Shrubs may not be planted closer than 6 feet to utility lines.

4. Tree and shrub specifications:

- a. *Tree* as used herein means any tree, evergreen or deciduous, whose mature height of its species can be expected to exceed fifteen (15) feet for a small tree and thirty-five (35) feet for a large tree (except in cases where this would require the planting of incompatible species with the surrounding environment, such as overhead utility lines, then acceptable species may be used). The tree, existing or planted, shall be at least eight (8) feet in height and six and one-quarter (6 1/4) inches in circumference (two (2) inches in diameter) measured at one-half (1/2) foot above grade for newly planted trees and measured at four (4) feet above grade for existing trees.

b. *Shrub* shall attain ~~a minimum of~~ thirty (30) inches in height ~~when mature within three (3) years of planting~~. All shrubs shall be a minimum of eighteen (18) inches tall when planted. All shrubs planted on berms may have lesser height provided the combined height of the berm and plantings after three (3) years is at least thirty (30) inches in height. (Ord. of 12-7-04, No. 37-02)

ARTICLE K Buffers

Sec. 9-3-191 Intent.

The purpose of this article is to preserve and protect the health, safety, and general welfare of the residents of Claremont by promoting the environmental and public benefits of buffers. It is intended to improve compatibility and provide transition between different zones and preserve the character and aesthetics of an area. (Ord. of 12-7-04, No. 37-02)

Sec. 9-3-192 Planting specifications.

1. *Industrial zones (M-1) that abut residential zones (R-1, R-2).* A planted buffer shall reach a minimum height of eight (8) feet. Plants used on a buffer shall be a species that forms a continuous year-round opaque screen within three (3) years after planting. The planted buffer shall be composed of two (2) rows of plants no more than ten (10) feet apart in each row. One (1) of the plant types listed in subsection 4. below shall be used, and the plants shall be located no further apart than the distance indicated for each plant type. The planted buffer area shall be at least ten (10) feet wide.

2. *Commercial or business zones (B-1, B-2, B-3) that abut residential zones (R-1, R-2) and non-residential uses in residential zones (R-1, R-2).* A planted buffer shall reach a minimum height of six (6) feet. Plants used on a buffer shall be a species that forms a continuous year-round opaque screen within three (3) years after planting. The planted buffer shall be composed of one (1) row of plants no more than ten (10) feet apart in the row. One (1) of the plant types listed in subsection 4. below shall be used, and the plants shall be located no further apart than the distance indicated for each plant type. The planted buffer area shall be at least ten (10) feet wide.

3. *Required buffer heights and Buffer topographic considerations and other exceptions.*

a. The required height of the planted buffer shall be measured in relation to the elevation of the edge of the adjacent area to be screened. In such cases as the ground elevation of the location at which the screen is to be planted is less than the elevation of the proposed building site, the required height of the screen shall be increased in an amount equal to said difference in elevation.

b. *In lieu of compliance with the above buffer and screening requirement, an applicant may submit to the planning director for his review and approval a detailed plan and specifications for landscaping and screening.*

c. *In situations where the topography would render most practical required screening noneffective, the planning director may allow the screening to be located outside of the required buffer and placed in a location that will enable the screening to be effective in meeting the intent of this section.*

4. *Plant types and spacing.* Below are listed the types of plants that shall be used in planted buffers and the maximum distance each plant type shall be planted apart. Substitution for another plant type not listed is to be made in writing to the Zoning Administrator and is subject to verification that the proposed plant will thrive and provide adequate screening. No more than thirty percent (30%) of the total plantings in a buffer shall be deciduous plants.

Plant	Distance Apart (in feet)
Arbor Vitae	4
Ligustrum Japonicum and varieties	5
Photinia	5
Holly	5
a. Nellie R. Stevens	5
b. Fosters #2	4

c. Savannah	4
d. Bufordi	5
Eleagnus Pungens	5
Osmanthus Varieties	4
Pfitzer Juniper	4
Doublefle Viburnum	5
Forsythia	3
White Pine	8 to 10
Scotch Pine	5 to 6
Deodara Cedar	8 to 10
Dogwood	8 to 10
Flowering Cherry	8 to 10
Flowering Crabapple	8 to 10
Bradford Pear	8 to 10
Oak	8 to 10
Linden	8 to 10
Leyland Cypress	8 to 10

Sec. 9-3-193 Additional planting specifications.

1. The specifications for planted buffers in Article K shall be required in all industrial and commercial zones when these areas abut residential zones and for all nonresidential uses in residential zones.
2. All plant types required in this article shall consist of plants at least three (3) feet in height when planted.
3. When two (2) rows of plantings are required, plants shall be staggered in a triangular pattern so that there is a plant spaced the required distance apart as specified in Section 9-3-192.4.
4. When the existing natural buffer provides adequate screening, the existing buffer should remain. The Zoning Enforcement Officer shall determine if sufficient buffer does exist.
5. When industrial and commercial property is developed adjacent to vacant property zoned residential, a buffer shall be required.
6. The buffer shall be shown in detail on the site plan approved by the City of Claremont.
7. The buffer shall be installed and approved before a certificate of occupancy will be granted except when seasonal weather conditions are not conducive. In this situation a temporary certificate of occupancy may be issued for up to sixty (60) days.
8. The buffer shall be maintained, and dead and diseased plants replaced by the owner or occupant of the premises. The outside storage of materials shall be prohibited in the area between the planted buffer and the residential district. The owner or occupant of the premises shall properly and continuously maintain this area.
9. If a fence is erected on the residential district side of the planted buffer by the party establishing the buffer, the fence shall be one of the following types:
 - a. A six (6) foot high wood, basket weave type fence;
 - b. A six (6) foot high picket type fence;
 - c. A six (6) foot high chain link type fence;
 - d. A six (6) foot high open type fence;
 - e. A six (6) foot-high solid masonry wall.
10. Fences with barbed or razor wire shall be located on the inside of the buffer. (Ord. of 12-7-04, No. 37-02)

Signs

Sec. 9-3-174 Unlawful cutting of trees or shrubs.

No person may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy or remove any trees, shrubs or other vegetation located:

1. Within the right-of-way of any public street or road, unless the work is done pursuant to the express written authorization of the city or other agency having jurisdiction over the streets.
2. On property that is not under the ownership or control of the person doing or responsible for such work, unless the work is done pursuant to the express authorization of the person owning the property where such trees or shrubs are located.

~~—3. In any areas where such trees or shrubs are required to remain under a permit issued under this chapter. (Ord. of 12-7-04, No. 37-02)~~

Other Sections

~~Sec. 9-3-62, 64, 66, 68, 74, 76: Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (minimum three (3) feet in height) shall be installed along any street frontage adjacent to parking areas. (Applies to urban workplace, shopfront, highway business building, apartment building, civic building, and industrial building)~~

Sec. 9-3-86, 90, 93, 94, 96, 98, 99, 100, 102, 104, 107, 109: Land uses in each of these sections have their own particular screening requirements: car washes, home day cares, essential services 1-2, essential services 3, outdoor recreation facilities, outdoor display or vehicles and boats, outdoor storage, outdoor storage of construction equipment, parks, schools, truck terminals, and solar farms.

Adopted this the 6th day of June, 2016.

Shawn Brown, Mayor

ATTEST:

Wendy Helms, City Clerk



Landscaping
Text Amendment Staff Report
Claremont City Council
June 6, 2016 7:00

Background:

The Planning Board was concerned that the City's landscaping code does not give enough room for trees to grow under power lines, that large trees and bushes may block views of entrances and signs, and that the Planner should have more discretion about buffers. In May and April they recommended amendments to sections of the zoning ordinance pertaining to landscaping:

- Bush heights were lowered to give signs more visibility.
- A requirement about fences, hedges, and garden walls was dropped because it was duplicative with the street yard planting.
- Powerlines were given more clearance
- The Planner was given more discretion about buffer yard placement.

Consistency with Land Development Plan:

The 2003 Land Development Plan does not address landscaping except indirectly in Goal #4: to "continue to refine a pedestrian-friendly downtown". The Plan mentions procuring funding to enhance downtown landscaping (of public spaces). To establish trees and shrubbery is in the public interest because plants beautify the City, clean the air, provide shade, and prevent soil erosion among other benefits. Unless landscaping is required many property owners do not install landscaping when creating a new business to save upfront costs, but in the long run, having landscaping benefits both the business owner and the community by increasing property values to the subject property and neighboring properties.

Although this text amendment has loosened some landscaping requirements it should not result in a net decrease in the number of new trees or shrubs in Claremont and should not negatively impact the goals stated in the Land Development Plan.

Action Needed:

Read this or a similar statement about how the amendment is in the public interest: **"This zoning amendment is in the public interest because the intent does not decrease the total number of required plantings in Claremont and trees are good for property values and the environment".**

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

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 6, 2016

To: Mayor and the City Council

From: Elinor Hiltz, City Planner

Action Requested: Remove the protest petition section of the rezoning ordinance to reflect changes in state law.

Staff report is enclosed. The Planning Board reviewed this ordinance on April 18, 2016 and took no action.

Recommendation: Adopt Ordinance #23-15

Adopt a statement of public interest: *“This zoning amendment is in the public interest because it makes Claremont’s code consistent with state law”.*

Make a motion: *“I move to APPROVE because the Land Development Plan does not pertain to this amendment.”*

**CITY OF CLAREMONT
NORTH CAROLINA**

ORDINANCE #23-15

AN ORDINANCE TO AMEND TO THE CODE OF ORDINANCES

OF THE CITY OF CLAREMONT

TITLE 9

PLANNING AND COMMUNITY DEVELOPMENT

WHEREAS, North Carolina congress periodically amends zoning enabling legislation;

WHEREAS, state law governs what cities can and cannot regulate through zoning;

WHEREAS, in 2015 the North Carolina state legislature removed the “protest petition for rezonings” section from the state statutes;

WHEREAS, the City of Claremont must amend its code to become consistent with state law and doing so would be in the public interest;

WHEREAS, Claremont’s Land Development Plan does not address rezoning procedures; 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 9-3-276 is hereby removed:

~~Sec. 9-3-276 Protest petitions.~~

~~1. General. A protest petition may be presented against any proposed amendment. The protest petition~~

~~must be signed by at least twenty percent (20%) of the property owners of the area which would be affected by the amendment or those immediately adjacent thereto, either in the rear thereof or on either side thereof, extending one hundred (100) feet there from, or of those directly opposite thereto extending one hundred (100) feet from the street frontage on the opposite lots. In this case the amendment shall not become effective except by favorable vote of three fourths of all members of the Claremont City Council.~~

~~2. *Petition requirements.* No protest petition against any change in or amendment to this chapter or the zoning map shall be valid unless presented in the form of a written petition actually bearing the signatures of the requisite number of property owners and stating that the signers do indeed protest the proposed amendment or change. Furthermore, the protest petition must be received by the City Clerk in sufficient time to allow the city at least two (2) normal working days, excluding Saturdays, Sundays and legal holidays, before the date established for a public hearing on the proposed change or amendment in order to determine the sufficiency and accuracy of the petition (G.S. 160A-387). (Ord. of 12-7-04, No. 37-02; Ord. of 8-7-06, No. 18-06)~~

Adopted this the 6th day of June, 2016.

Shawn Brown, Mayor

ATTEST:

Wendy Helms, City Clerk



Protest Petition
Text Amendment Staff Report
Claremont Council
June 6, 2016 7:00

Background:

In July 2015 the North Carolina legislature removed the right for a citizen to lodge a protest petition that triggers a $\frac{3}{4}$ vote from Council to pass a rezoning. Claremont has a “protest petition” section in the zoning ordinance that should be deleted to be consistent with state law, shown in ~~striketrough~~ in the packet. Although Council is not compelled by law to accept a protest petition or achieve a $\frac{3}{4}$ majority to pass a rezoning, City Administration will always enter citizen petitions or letters for rezoning cases into the public record.

On April 18, 2016 the Planning Board took no action on this text amendment and forwarded it to City Council for their approval.

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

Not applicable, because state law overrides the City Code. However, a local Code should be consistent with state law to avoid confusing citizens and eroding their trust in government.

The Land Development Code does not address rezoning procedures.

Action Needed:

Read this or a similar statement about how the amendment is in the public interest: **“This zoning amendment is in the public interest because it makes Claremont’s code consistent with state law”**.

Make a motion: **“I move to RECOMMEND APPROVAL because the Land Development Plan does not pertain to this amendment.”**

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 6, 2016

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Approve Contract with Debora B Wentz, CPA for FY 2016-2017 Auditing Services

This spring, the City conducted a Request for Proposals (RFP) for auditing services. Three responses were received. After review, staff has negotiated terms with Debbie Wentz. Ms. Wentz has offices in Newton and currently provides auditing services for the City of Conover and Town of Maiden. Costs for providing these services include \$13,500 for the preparation of the audit and \$2,500 for the preparation of annual financial statements. Sufficient funds are budgeted for this service.

Recommendation: Motion to Approve Agreement with Debora B. Wentz for auditing services as presented

CONTRACT TO AUDIT ACCOUNTS

Of City of Claremont, North Carolina
Primary Governmental Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 6th day of June, 2016,

Auditor: Debora B. Wentz, CPA Auditor Mailing Address: debora@wentz-pitts.com

Hereinafter referred to as The Auditor

and the City Council (Governing Board(s)) of City of Claremont, North Carolina
(Primary Government)

and _____ : hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or audit documentation are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Uniform Guidance for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October, 31. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Discretely Presented Component Units (DPCU) if applicable this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #24 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

The attached engagement letter is hereby incorporated by reference

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
24. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.) City of Claremont, North Carolina
Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

City of Claremont, North Carolina - FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____

Audit 13,500.00

Preparation of the annual financial Statements 2,500.00

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 12,000.00

**** NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Debora B. Wentz, CPA

Name of Audit Firm

By Debora B. Wentz, CPA

Authorized Audit firm representative name: Type or print

Debora B. Wentz, CPA

Signature of authorized audit firm representative

Date 06/06/2016

debora@wentz-pitts.com

Email Address of Audit Firm

Governmental Unit Signatures:

City of Claremont, North Carolina

Name of Primary Government

By Shawn R. Brown

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date _____

By N/A

Chair of Audit Committee - Type or print name

**

Signature of Audit Committee Chairperson

Date N/A

** If Governmental Unit has no audit committee, mark this section "N/A"

City of Claremont, North Carolina

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Stephanie Corn

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date _____

(Pre-audit Certificate **must be dated.**)

scorn@cityofclaremont.org

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

Contract to Audit Accounts (cont.)

City of Claremont, North Carolina

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units ****

FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]

Audit

Preparation of the annual financial Statements

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$

**** NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

Name of Discretely Presented Component Unit

By
DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date

By
Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date
**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By
DPCU Finance Officer:

Type or print name

DPCU Finance Officer Signature

Date
(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable**Steps to Completing the Audit Contract**

1. Complete the Header Information – NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control.”*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slg/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.
Please call or email Steven Holmberg of our office at 919-807-2394 steven.holmberg@nctreasurer.com if you have any questions about the fees on this list.
 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. **The contract must be approved by Governing Boards pursuant to G.S. 159-34(a).** NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU **must also sign** the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.
 9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
 - a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's **Chairperson** (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
 10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
 11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
 12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
 13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new "Amended LGC-205" form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.

Debora B Wentz
Certified Public Accountant
P.O. Box 287
Newton, NC 28658

June 6, 2016

To City Council

City of Claremont
3288 E Main St,
Claremont, NC 28610

I am pleased to confirm my understanding of the services I am to provide City of Claremont, North Carolina for the year ended June 30, 2016. I will audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Claremont, North Carolina as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Claremont, North Carolina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to City of Claremont, North Carolina's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Law Enforcement Officers' Special Separation Allowance
- 3) Local Government Employees' Retirement System's Schedules of the Proportionate Share of the Net Pension Asset and Contributions
- 4) Other Post-Employment Benefit Schedules

I have also been engaged to report on supplementary information other than RSI that accompanies City of Claremont, North Carolina's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in

the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole, in a report combined with my auditor's report on the financial statements:

- 1) Individual fund statements
- 2) Budgetary schedules
- 3) Other schedules

Audit Objectives

The objective of my audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Claremont, North Carolina and other procedures I consider necessary to enable me to express such opinions. I will issue a written report upon completion of my audit of City of Claremont, North Carolina's financial statements. My report will be addressed to the City Council of City of Claremont, North Carolina. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or issue reports, or may withdraw from this engagement.

I will also provide a report that does not include an opinion on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during my audit I become aware that City of Claremont, North Carolina is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is

subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential, and of any material abuse that comes to my attention. My responsibility as auditors is limited to the period covered by my audit and does not extend to later periods for which I are not engaged as auditors.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

My audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of City of Claremont, North Carolina's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

I will also assist in preparing the financial statements and related notes of City of Claremont, North Carolina in conformity with U.S. generally accepted accounting principles based on information

provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that I report.

You are responsible for the preparation of the supplementary information, which I have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me

any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any documents selected by me for testing.

I will provide copies of my reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Debora B. Wentz, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Debora B. Wentz, CPA personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If I am aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to begin my audit on approximately June 15, 2016 and to issue my reports no later than October 31, 2016. I am the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses, will not exceed \$16,000.00. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. My

invoice for these fees will be rendered at the conclusion of the audit and is payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

I appreciate the opportunity to be of service to City of Claremont, North Carolina and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Debra B. Wentz, CPA

Debra B. Wentz, CPA

RESPONSE:

This letter correctly sets forth the understanding of City of Claremont, North Carolina.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



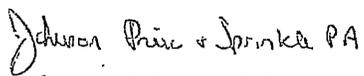
System Review Report

December 19, 2012

To the Owner
and the Peer Review Committee of the North Carolina Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice Debora Bollinger Wentz, CPA (the firm) in effect for the year ended October 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

In our opinion, the system of quality control for the accounting and auditing practice of Debora Bollinger Wentz, CPA in effect for the year ended October 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Debora Bollinger Wentz, CPA has received a peer review rating of *pass*.


Johnson Price Sprinkle PA

Johnson Price Sprinkle PA

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An Independent Member of the BDO Seidman Alliance.

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 6, 2016

To: Mayor and the City Council
From: Catherine Renbarger, City Manager

Action Requested: Approve Resolution 35-15 Authorizing Application for STPDA Funds for Centennial Boulevard Sidewalk

In 2013, the City was awarded Congestion Mitigation and Air Quality Funds (CMAQ) to construct 8,030 linear feet of sidewalk along Centennial Boulevard, Calvin Street, School Street, Bethlehem and Yount Street, as well as South Depot. As the project moved forward, costs estimates significantly increased resulting in the City requesting to remove the Centennial Boulevard section from the project.

Resolution 35-15 would allow the City to apply to the Greater Hickory Metropolitan Planning Organization for Surface Transportation Program-Direct Attributable (STP-DA) funds to complete the Centennial Boulevard section. Total costs of the project are estimated to be \$575,000 with a 20% local match of \$115,000. Staff are still finalizing details of the project as the application is not due until June 29. The total project cost may decrease; however staff tried to include all potential costs in early estimates. If awarded, funds would be available as early as October of 2016.

The City is still waiting to receive final word from the Federal Highway regarding our request to change the CMAQ project scope of work. If the request is approved, this resolution will allow us to apply for STPDA Funds by the June 29th deadline.

Recommendation: Motion to Approve Resolution 35-15



**CITY OF CLAREMONT
NORTH CAROLINA**

RESOLUTION 35-15

Resolution authorizing City of Claremont to submit an application to the Greater Hickory Metropolitan Planning Organization in the Amount of \$460,000 for Surface Transportation Program Direct Appointment Funds for Centennial Boulevard Sidewalk

Whereas, on March 25, 2015 the Greater Hickory Metropolitan Planning Organization (GHMPO) issued a call for projects to agencies in its jurisdiction for Surface Transportation Program- Direct Appointment Funding (STP-DA);

Whereas, fifty percent of STP-DA funding can be used for pedestrian and bicycle projects within the GHMPO area;

Whereas, in the City of Claremont's Comprehensive Master Pedestrian Plan, a recommended short term improvement is to "Construct a 5' sidewalk along the east side of Centennial Boulevard from North Oxford Street to North Lookout Street;"

Whereas, the Centennial Boulevard Sidewalk Project is listed in the 2040 Long Range Transportation Plan adopted by the GHMPO;

Whereas, the approximately 3,000 linear feet of sidewalk along Centennial Boulevard will link residential areas to the Central Business District and the existing sidewalk network along North Oxford and North Lookout,

Whereas, the City of Claremont recognizes the need for alternative types of transportation for its citizens and wants to provide a safe environment for pedestrian activity;

Whereas, the STP-DA program is 20 percent matching funds program;

Whereas, the Centennial Boulevard Sidewalk project is estimated to cost \$575,000;

THEREFORE, BE IT RESOLVED:

That, the City Manager is hereby authorized to submit a STP-DA application in the amount of \$460,000 and the City of Claremont will commit \$115,000 as a cash match for the Centennial Boulevard Sidewalk Project in support of this project.

ADOPTED this 6th day of June, 2016.

Shawn R. Brown, Mayor

Attested:

Wendy L. Helms, City Clerk

Claremont May 2016 Dashboard Report

Police Dept.			Fire Dept.			Financials					
		Month	YTD			Month	YTD	% In	% Out		
Calls Answered		614	2853	Calls for Service		21	116	General Fund	89%	79%	
Citations Served		97	589	Working Fires		2	11	Water/Sewer Fund	98%	64%	
Warnings		57	290	Training Hours		303	1154				
Number of Arrests		13	61	Prevention Programs		61	111	Rescue Squad			
Accidents		6	67	Structural Responses		7	27		Month	YTD	
Warrants		21	116	EMS Calls		6	33	Calls for Service		358	
Open Cases		8	25							Training Hours	255
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements					
Ofcr. B. Grant has begun his full time training. Ofcr Russell seized 2 oz. of Marijuana and 1.5 grams of Crack. There was also 3 arrest for DWI.			Hydrant and hose testing completed. 7 Structure responses 6.6 persons, 21 responses 11.4 persons			No Report					
Public Works			Utility Dept.			Planning & Zoning Dept.					
		Month	YTD			Month	YTD			Month	YTD
Vehicles Serviced		12	71	Water Turned Off		13	50	Total Zoning Permits		1	7
Recycling Tons- April 2016		8.24	33.91	Water Taps		0	1	Commercial Projects		0	0
Solid Waste Tonnage		40.87	152.97	Water Purchased		9,684,950	40,095,090	New Dwelling Units		0	2
Street Lights Replaced		9	48	Water Sold		7,892,113	34,479,850	Customers w/ Inquiries		22	54
Work Orders		39	148	McLin WWTP Avg.			352,900	New Plats Reviewed		0	2
Sewer Line Jetted/ Manholes		2089 (16)	9198 FT. (40)	North WWTP Avg.			301,000	Plng Brd Agenda Items		3	17
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
BGA Drive was asphalted along with the manholes along North Oxford Street			Duke's Root Control foamed the City sewer lines, looking for blockages.			Board of Adjustment training, Friday June 3, 2016 2:00-4:00 p.m.					

Code Enforcement Report
June, 2016

<u>Property Owner</u>	<u>Property Address</u>	<u>Issue</u>	<u>Status</u>
Jonathan Miller	3060 Oak St	unfinished house	no progress made as of May 18, 2016. Another letter will be sent.
Gregory Baer	2983 Montclair Dr	junk vehicles	owner missed deadline to move car to driveway. City is investigating next steps
Janice Salyers	2730 E US Hwy 70	outdoor storage-Tim's Towing	on May 18, deadline extended until June 6. Two cars have been removed and owner is planning to remove the rest.
Nader Suwwan	3100 N Oxford	high grass	will send letter reminding owners to mow all summer long
John Walker	3020, 3018, 3016, 3014 N Church St	apartments: minimum housing violation?	recently got new windows, gutters need replacing, roofs on porches need replacing, need to look up former case files or consider putting it with a batch of other minimum housing complaints with a public authority lodging the complaint
CP AT CIBP I LLC	2394 Penny Rd	high grass	Weedlot letter will be sent.
Jorge & Melva Ramirez	2965 Lawrence	high weeds	Weedlot letter will be sent.
Stanford Furniture	2860 N Oxford St	van without tags	van still there on May 23. Owner will be contacted.