



**CITY OF CLAREMONT  
CITY COUNCIL MEETING  
Regular Meeting  
August 1, 2016  
7:00 PM  
Claremont City Hall**

**AGENDA**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. INVOCATION-** Councilman David Morrow
- 4. PLEDGE OF ALLEGIANCE-** Councilman Timothy Lowrance
- 5. MAYOR'S REPORT**
- 6. CONSENT AGENDA**
  - A. Regular Meeting Minutes –July 11, 2016
  - B. Closed Session Meeting Minutes- July 11, 2016
  - C. Call for a Public Hearing- Economic Development Agreement
- 7. CITIZEN'S CONCERNS AND COMMENTS**
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
  - A. Wooten Company- Standard Specifications
  - B. Ordinance 01-16 Budget Amendment- Prysman Building Reuse Grant
  - C. Ordinance 02-16 Budget Amendment- Emergency Waterline Repairs
- 10. DEPARTMENT & COMMITTEE REPORTS**
  - A. Department Dashboard Report
  - B. Code Enforcement Report
  - C. Recreation Committee Report
- 11. CITY MANAGER'S REPORT**
- 12. CLOSED SESSION**
  - A. 143.318-11(3) Attorney Client Privilege
- 13. ADJOURN**

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: August 1, 2016

**To:** Mayor and the City Council

**From:** Wendy Helms, City Clerk

**Action Requested: Consent Agenda**

A. Regular Session Minutes –July 11, 2016

B. Closed Session Minutes- July 11, 2016

C. Call for Public Hearing-A public hearing is needed before Council can enter into an economic development agreement with DAE Systems as permitted by the provisions of N.C.G.S. § 158-7.1. The public is encouraged to give input on this agreement.

This action calls for the public hearing on September 6, 2016.

**Recommendation:** Approve as Presented



## **City of Claremont Regular Meeting Minutes Monday, July 11, 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, July 11, 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 Supervisor Bo Prince, Captain Allen Long, Recreation Coordinator Michael Orders, City Planner Elinor Hiltz and City Attorney Bob Grant.

Others in attendance were: Mark Stafford, Dana Stafford, David Pruitt, Wayne Isenhour, Bradford Johnson, Peter Weinrich, Brenda Stanley, Dennis Richards, Jacob Christenbury, Maggie Christenbury, Lillie Christenbury, Leanne Christenbury, Jimmy Christenbury, Ron Lancaster, Les Morrow, George Setzer, Jerry Sherrill, Ricky Ruvio, Julie Pruett, Robert Smith, Sindie Christenbury, Jim Christenbury, Scott Millar, Gene Monday and Jonathan Miller.

### ***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& 4. INVOCATION & PLEDGE OF ALLEGIANCE***

The invocation was given by Reverend Dennis Richards from Claremont First Baptist Church. Councilmember David Morrow led the Pledge of Allegiance.

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

Mayor Brown acknowledged a thank you note from BHHS Hope 4 a Cure. He also read a letter from Reverend Dennis Richards and his wife, thanking Bo Prince for his help during a water emergency at

their home.

Fire Chief Bart Travis presented David Pruitt and Peter Weinrich, from the Catawba County Firefighter Museum, with a check from the proceeds of the annual pancake breakfast. The annual pancake breakfast was in honor of Rupert Little.

Brenda Stanley and Mayor Brown presented the PJ Stanley Scholarships to Mark Stafford and Jacob Christenbury. Each recipient received a \$1,000 scholarship to further their education.

## **6. CONSENT AGENDA**

**A. June 6, 2016, Regular Meeting Minutes** – Councilmember Timothy Lowrance made a motion to accept June 6, 2016 regular meeting minutes as presented. Councilmember David Morrow seconded the motion. The motion passed unanimously.

**B. June 6, 2016 Closed Session Minutes** – Councilmember Timothy Lowrance made a motion to accept the closed session minutes, from June 6, 2016, as presented. Councilmember David Morrow seconded the motion. Motion passed unanimously.

**7. CITIZEN'S CONCERNS & COMMENTS-** Jonathan Miller spoke briefly about his house on Oak Street. Mr. Miller received a letter from the City from the Planning and Zoning Department. He assured Council he was working on finishing the house. Mayor Brown asked him to stay in contact with Elinor Hiltz about the progress on this project.

## **8. OLD BUSINESS-**

**A. Budget Transfer-** Transfer of funds was made to align line items to expenditures for the FY 2015-2016 budget. Informational only.

## **9. NEW BUSINESS-**

**A. Contract with Sigmon Family Farms-** Last year the City approved an agreement with Kemp and Christy Sigmon to allow the City to dump grass clippings, trees, tree limbs, and similar vegetative waste on the Sigmon's property. Previously there had been an informal arrangement with Sigmon Farms to dump tree trimmings, limbs, and stumps at 2385 Island Ford Road. This agreement continues that relationship and is beneficial to the City as it saves us the time and fuel costs of taking the yard waste to Blackburn Landfill. Under the terms of this agreement, the City will pay Sigmon Farms \$5,000 annually for the dumping of yard waste on their property.

Motion was made by Councilmember Dale Sherrill to approve the agreement with Sigmon Family Farms. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

**B. Resolution 01-16 Appointment to the Planning Board-** The Planning Board is requesting a member be appointed to fill the unexpired term of Jack Ledford, who served as an alternate. The term will expire 03/01/2017. Ron Lancaster has completed an application and agreed to serve.

Motion was made by Councilmember David Morrow to appoint Ron Lancaster as an alternate to the

Planning Board. Second was made by Councilmember Lee Miller. Motion passed unanimously.

## **10. DEPARTMENT & COMMITTEE REPORTS**

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

Fire- Chief Travis advised Council that new SCBA have been placed on the trucks. He also spoke about Legislation which passed on July 1<sup>st</sup>, which will change personnel needs on some fire calls.

Recreation- Movie night was a hit. Another movie night will be planned as the weather cools. Touch a Truck will be held on July 23<sup>rd</sup>. The Recreation Committee has begun to finalize bands for Claremont Daze.

**11. CITY MANAGER REPORT** – City Manager Renbarger informed Council that the Catawba County Historical Society has a display set up honoring Claremont. They also expressed their thanks to Claremont for their help at the Bunker Hill Covered Bridge.

**12. CLOSED SESSION-** Motion was made by Councilmember Dayne Miller to go into closed session at 7:27 p.m. Second was made by Councilmember Lee Miller. Motion passed unanimously. The closed session was recessed at 7:58 p.m.

City Manager Renbarger gave Council an update on the Centennial Blvd Ext. Matthews Construction has presented a change order on the project.

Ms. Renbarger also asked Council for direction on the entrance to the Library and awnings for the book walk plaques.

## **13. ADJOURN**

With no further business of the board motion was made by Councilmember Dayne Miller to adjourn the meeting at 8:15 p.m. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

Respectfully submitted,  
Wendy L. Helms, City Clerk

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Shawn R. Brown, Mayor

Attested:

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Wendy L. Helms, City Clerk

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **August 1, 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: August 1, 2016

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve Contract with The Wooten Company for Engineering Services Related to Development of Standard Specifications**

As discussed during the FY 2016-2017 budget process, this contract provides for the development of standard specifications and details for water, sewer, roadways and storm drainage systems for use by the City of Claremont and anyone that desires to construct or perform any improvements within the City's jurisdiction. These design specifications will greatly assist developers as well as the City in the planning and review process. Cost of completing this work is \$24,000 and is included in the FY 2016-2017 budget. The contract calls for the completion of these services by September 15, 2016.

**Recommendation:** Motion to Approve Agreement with The Wooten Company for Development of Standard Specifications

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

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

City of Claremont (“Owner”)

and

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

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

Standard Specifications and Details for Water, Sewer, Roadways and Storm Drainage System (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

Provide Standard Specifications and Details for Water, Sewer, Roadways and Storm Drainage System as further detailed in Appendix 2.

Owner and Engineer further agree as follows:

12.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: **September 15, 2016.**
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

### 13.01 *Payment Procedures*

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

### 14.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

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

#### 15.01 *Successors, Assigns, and Beneficiaries*

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

#### 16.01 *General Considerations*

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

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

for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

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

#### 17.01 *Total Agreement*

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

#### 18.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. A Lump Sum amount of **\$24,000.00.**
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

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

#### Attachments:

Appendix 1 - Engineer's Standard Hourly Rates

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

Appendix 3 – Client's E-Verify Affidavit

Appendix 4 – Iran Divestment Act Certification

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

**OWNER:**

**ENGINEER:**

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

Typed Name: **Catherine Renbarger**

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

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

By (Signature): *W. Brian Johnson*

Title: **City Manager**

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

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

Date Signed: **7/11/16**

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

State of: **North Carolina**

Address for giving notices:

Address for giving notices:

**120 N. Boylan Avenue**

**Raleigh, NC 27603**

**PRE-AUDITED STATEMENT**

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

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

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

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

**Engineer's Standard Hourly Rates**

THE WOOTEN COMPANY  
 SCHEDULE OF FEES  
 ENGINEERING COST BREAKDOWN  
 HOURLY RATES FOR WAGE CATEGORIES

Wage Category	Hourly Billing Rate
Engineer I	\$ 84
Engineer II	\$ 103
Engineer III	\$ 133
Engineer IV	\$ 180
Architect II	\$ 123
Designer I	\$ 63
Designer II	\$ 77
Designer III	\$ 99
Designer IV	\$ 123
Landscape Designer II	\$ 92
Construction Admin I	\$ 81
Construction Admin II	\$ 132
Construction Admin III	\$ 180
Inspector I	\$ 67
Inspector II	\$ 75
Inspector III	\$ 85
Survey Technician	\$ 55
Survey Field Supervisor	\$ 80
Surveyor Project Manager	\$ 135
Project Surveyor	\$ 97
GIS Analyst III	\$ 99
Community Development Specialist II	\$ 81
Project Assistant	\$ 70
Project Coordinator	\$ 104
Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.	

The Wooten Company makes annual adjustments on July 1st. The above hourly rates reflect current rates for the period through June 30, 2017. Hourly billing rates (per diem rates) will change effective July 1, 2017 to reflect Direct Payroll Costs (salaries) being paid at that time.

**APPENDIX 2  
TO THE  
ENGINEERING SERVICES CONTRACT  
BETWEEN  
THE CITY OF CLAREMONT  
AND  
L.E. WOOTEN AND COMPANY DBA THE WOOTEN COMPANY  
FOR  
SCOPE OF SERVICE  
TO  
STANDARD SPECIFICATIONS AND DETAILS FOR WATER, SEWER, ROADWAYS  
AND STORM DRAINAGE**

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

**PROJECT INCLUDES**

- (1) The project includes the following proposed work: Development of standard details and specifications for the City relating to water, sewer, roadways and storm drainage systems for basis of use by the City and anyone that desires to construct or perform any improvements within the City's jurisdiction addressed within this prepared document.

**DESIGN SERVICES**

- (1) Meet with the City to review existing practices and discuss desires to be covered within the Standard Specifications and Details.
- (2) Prepare a Table of Contents for Water, Sewer, Roadway and Storm Drainage (Standards) for the proposed new Standards and obtain approval by the City. It is anticipated that the Standards will be prepared for each major area of Standards.
- (3) Standards for Design will reference current industry standards, and State and Federal design requirements.
- (4) Standards for Specifications will utilize industry standard specifications formatted in CSI standards.
- (5) Standard Details will utilize the current City standards and preferences with any updates to current construction practice.

- (6) Deliverables included:
  - a) Four (4) hard copies in loose leaf binder
  - b) One (1) CD in .pdf format (Specifications and Details)
  - c) One (1) CD in MS Word (Specifications) and AutoCAD readable format (Details)

#### **ADDITIONAL SERVICES**

- (1) In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.
  - a) Prepare redesigns for the Owner after Final Documents have been accepted by the Owner.
  - b) Appear before courts or boards on matters of litigation or hearings related to the project.
  - c) Design other additional utilities improvements not included in the original scope of services.
  - d) Additional work or extended services during delays in review by the City.

#### **SERVICES PROVIDED BY THE OWNER**

- (1) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (1) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
- (2) Pay all permit and application fees required for the project approval and construction.
- (3) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (4) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.

- (5) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.
- (6) Provide frequent observation of the project in order to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.
- (7) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (8) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.
- (9) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".
- (10) Provide E-verify affidavit document for Engineer's execution.

<http://www.nclm.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf>

STATE OF NORTH CAROLINA

APPENDIX 3  
E-VERIFY AFFIDAVIT

L.E. Wooten & Company, Inc. dba The Wooten Company

Project Name Standard Specification and Details

Service Provided: Develop specifications and standard details for water, sewer, storm sewer and roadways for use by the City of Claremont.

\*\*\*\*\*

I, MARC C. REESE (the individual attesting below), being duly authorized by and on behalf of THE WOOTEN COMPANY (the entity subcontracting on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES , or
  - b. NO
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 11<sup>th</sup> day of JULY, 2016.

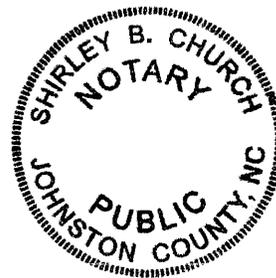
Marc C. Reese  
Signature of Affiant  
Print or Type Name: MARC C. REESE, BUSINESS MGR

State of North Carolina County of Johnston

Signed and sworn to (or affirmed) before me, this the 11<sup>th</sup>  
day of July, 2016.

My Commission Expires:  
11-21-2019 Shirley B. Church  
Notary Public

(Affix Official/Notarial Seal)



The City of Claremont  
3288 E. Main Street  
Claremont, NC 28610  
Phone: (828) 466-7255

Appendix 4

Name of Vendor or Bidder:

THE WOOTEN COMPANY

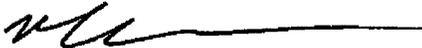
120 N. BOYLAN AVE, RALEIGH, NC 27606

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

---

  
Signature 7-11-16  
Date

---

MIKE ROBERTS  
Printed Name BUSINESS MANAGER  
Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina.

The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

Internal Use: Vendor # \_\_\_\_\_

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: August 1, 2016

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve Ordinance 1-16 Amending FY2016-2017 Budget**

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 \$240,000 grant. In June, the City transferred \$160,000 from the NC Department of Commerce to Prysmian.

Prysmian has now met the final requirements of the grant and additional money is ready to be disbursed. This ordinance amends the budget to account for the \$80,000 the City will receive from the NC Department of Commerce and then grant to Prysmian.

**Recommendation:** Motion to Approve Ordinance 1-16

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 1-16

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

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

**General Fund**

	<u>Increase</u>	<u>Decrease</u>
<u>Revenues</u>		
NC Commerce Grant		
10.3480.0501	\$80,000	
<hr/>		
Total	\$80,000	
 <u>Expenditures</u>		
Economic Dev Grant		
10.8200.8900	\$80,000	
<hr/>		
Total	\$80,000	

INTRODUCED at the regular meeting of the City Council of the City of Claremont on August 1, 2016.

ADOPTED at the regular meeting of the City Council of the City of Claremont on August 1, 2016.

\_\_\_\_\_  
MAYOR Shawn R. Brown

ATTEST:

\_\_\_\_\_  
Wendy Helms, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bob Grant, City Attorney

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: August 1, 2016

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve Ordinance 2-16 Amending FY2016-2017 Budget**

This budget amendment appropriates \$15,000 of fund balance in the Water & Sewer Fund to account for unexpected emergency costs related to the July 27 waterline break. While the exact costs of the repair are not yet known, this should cover the costs and provide a small buffer if we were to have another expense related to the break.

Additional information on the break will be provided during the City Council meeting.

**Recommendation:** Motion to Approve Ordinance 2-16

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 2-16

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

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

**Water & Sewer Fund**

	<u>Increase</u>	<u>Decrease</u>
<u>Revenues</u>		
Appropriated Fund Balance		
30.3990.0000	\$15,000	
<hr/>		
Total	\$15,000	
<u>Expenditures</u>		
Water Maintenance Capital Outlay		
30.8150.7400	\$15,000	
<hr/>		
Total	\$15,000	

INTRODUCED at the regular meeting of the City Council of the City of Claremont on August 1, 2016.

ADOPTED at the regular meeting of the City Council of the City of Claremont on August 1, 2016.

\_\_\_\_\_  
MAYOR Shawn R. Brown

ATTEST:

\_\_\_\_\_  
Wendy Helms, City Clerk

APPROVED AS TO FORM:

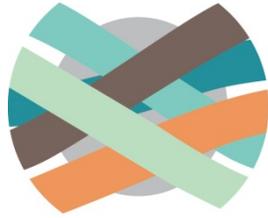
\_\_\_\_\_  
Bob Grant, City Attorney

# Claremont July 2016 Dashboard Report

Police Dept.			Fire Dept.			Financials		
	<b>Month</b>	<b>YTD</b>		<b>Month</b>	<b>YTD</b>		<b>% In</b>	<b>% Out</b>
Calls Answered	610	4067	Calls for Service	54	220	General Fund	0%	8%
Citations Served	165	907	Working Fires	5	21	Water/Sewer Fund	9%	5%
Warnings	61	415	Training Hours	189	1777			
Number of Arrests	12	84	Prevention Programs	27	146	<b>Rescue Squad</b>		
Accidents	9	84	Structural Responses	24	57		<b>Month</b>	<b>YTD</b>
Warrants	38	175	EMS Calls	11	56	Calls for Service		358
Open Cases	16	48				Training Hours		255
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Officers made 4 DWI arrest this month. Several citizens and the Youth Council brought cookies, cakes, candy and food to the PD to thank the officers.			Department approved 4 new Driver Operators. CFD will host community day on Sept 10th. Members will be attending NCSFA annual conference.			<b>No Report</b>		
Public Works			Utility Dept.			Planning & Zoning Dept.		
	<b>Month</b>	<b>YTD</b>		<b>Month</b>	<b>YTD</b>		<b>Month</b>	<b>YTD</b>
Vehicles Serviced	8	92	Water Turned Off	23	87	Total Zoning Permits	2	14
Recycling Tons- May 2016	13.03	46.94	Water Taps	1	2	Commercial Projects	1	2
Solid Waste Tonnage	61.19	214.16	Water Purchased		48,149,133	New Dwelling Units	1	7
Street Lights Replaced	8	62	Water Sold		43,777,970	Customers w/ Inquiries	9	87
Work Orders	42	221	McLin WWTP Avg.		478,900	New Plats Reviewed	0	3
Sewer Line Jetted/ Manholes	1814+6	12369 FT. (52)	North WWTP Avg.		371,000	Plng Brd Agenda Items	0	18
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Working on storm drain ditch line in the City.			Installed a 2" water tap at 3000 Frazier Drive. Public Services will begin smoke testing of the sewer lines in August.			Further prepared Matlock's Auto Salvage staff report but then application was withdrawn July 22. There have been inquiries to develop property adjacent to Dollar General.		

Code Enforcement Report  
August, 2016

<u>Property Owner</u>	<u>Property Address</u>	<u>Issue</u>	<u>Status</u>
Jonathan Miller	3060 Oak St	unfinished house	owner is continuing to work on the house. check back in a month: Aug 20
Janice Salyers	2730 E US Hwy 70	outdoor storage-Tim's Towing	sending another \$50 citation announcing that the \$50-per-day fines start on July 25
Pierre Foods	3437 E Main St	missing buffer	met with 3 plant managers and homeowner on July 25. managers agreed to submit site plan showing proposed new tree buffer. suggested buffer is two rows of trees along property line, starting at corner of house. will get planted in early October.
Richard Shook	3092 Catawba St	sight triangle obstruction	sending notice of violation with Aug 20 deadline
Elizabeth Murray & Mitzi Yount	000 Yount St	high grass	on July 19 said she wants City to mow it and mail her a bill but then the trees fell. Planner left a message that owner should look at the trees and let the City know if she will remove them. did not receive a call back so will proceed with the mowing.
Oxford Crossing	2985 Oxford Way	storage building not in accordance with site plan	meeting with manager of Wilhoit Properties on Aug 3
Catawba Properties LLC	2675 Bethlehem Dr	high grass	case closed. owner mowed grass
Carpenter Realty	2985 Peachtree St Ext	high grass	owner will mow approximately Aug 5 per July 25 conversation
Stanford Furniture	2860 N Oxford St	van without tags	sending notice of violation with Aug 20 deadline



# CLAREMONT NORTH CAROLINA

## July 12<sup>th</sup> Recreation Meeting Minutes

Attendees: Michael Orders, Danny Hedrick, Kendra Hedrick, Henry Helton

- Danny Called the meeting to order
- Michael informed the committee that Bennett Funeral Home and Lamar billboards have been contacted about advertising this year.
- Henry had a question about the Flag book advertising in the minutes.
- Kendra made a motion to approve the June meeting minutes, Henry seconded.
- The 4<sup>th</sup> of July event was discussed. Danny noted that there were about 75 to 100 people at the July event and that with a different band and inflatables in the shade, the event could be much bigger next year.
- Kendra suggested that the event be moved to later on in the day. This would help with the heat.
- Henry suggested a 4<sup>th</sup> of July baby buggy parade around the track at the park for the event.
- The committee discussed touch-a-Truck. Henry suggested contacting CVMC about the infant ambulance. Henry also stated he had talked to a NASCAR official about bring a truck to the event. Danny also talked to Dale Earnhardt Chevy about bringing a car.
- Kendra asked about the Pink fire truck. Darlene Huffman was contacted and had another event that day and is not able to come.
- The committee discussed getting T-shirts for events. Danny noted he would buy some shirts. Michael said he would talk to ASR and discuss our options.
- Claremont Daze was discussed and Danny noted that we should look for some younger kids to fill some spots instead of a bigger band like Mike Sherrill. Michael agreed that we should try and get some younger kids from the community.
- Danny said he would contact Roger who has some contacts for younger talent in the community.
- The committee discussed the date for Christmas Parade (December 3<sup>rd</sup>) and Senior Citizens Dinner (December 9<sup>th</sup>) times will be discussed at a later time.
- Henry noted that he was going to write a letter to the Art council for free advertising on the back of the monthly newsletter
- Danny asked about the City's insurance company being a sponsor for Claremont Daze.

- Henry stated he had a meeting with the preachers in the community. Possibly holding a service in the city hall parking lot. He also asked if committee could use the Council Chambers Thursday July 28<sup>th</sup> for a CPR class.
- The Committee asked if we were doing the Bunker Hill pep rally this year. Michael stated that he would talk to Catherine and Shawn to get their thoughts.
- Danny moved to close the meeting and Henry second.