



**CITY OF CLAREMONT  
CITY COUNCIL MEETING  
Regular Meeting  
September 6, 2016  
7:00 PM  
Claremont City Hall**

**AGENDA**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. INVOCATION-** Reverend Dennis Marshall
- 4. PLEDGE OF ALLEGIANCE-** Councilman Dale Sherrill
- 5. MAYOR'S REPORT**
- 6. CONSENT AGENDA**
  - A. Regular Meeting Minutes –August 1, 2016
  - B. Closed Session Meeting Minutes-August 1, 2016
  - C. Claremont Elementary Request
- 7. CITIZEN'S CONCERNS AND COMMENTS**
- 8. OLD BUSINESS**
- 9. PRESENTATION**
  - A. Catawba County Historical Society Updates
- 10. PUBLIC HEARING**
  - A. Conditional Use Text Amendment to Zoning Ordinance
  - B. Economic Development Agreement with DAE
- 11. NEW BUSINESS**
  - A. Resolution 02-16 Settlement of Agreement- Spec Building
  - B. Resolution 03-16 Consider Agreement with DAE Systems
  - C. Ordinance 04-16 Budget Amendment
  - D. Ordinance 05-16 Budget Amendment
  - E. Youth Council Oath of Office
  - F. Supplemental Agreement for CMAQ Grant with NCDOT
  - G. Approval of Preliminary Plat- Oxford Crossing
  - H. Ordinance 06-16 Text Amendment to Zoning Ordinance
  - I. Contract with The Wooten Company for Waste Water Needs Analysis
- 11. DEPARTMENT & COMMITTEE REPORTS**
  - A. Department Dashboard Report
  - B. Code Enforcement Report
  - C. Recreation Committee Report

**12. CITY MANAGER'S REPORT**

**13. CLOSED SESSION**

A. 143.318-11(4) Economic Development

**14. ADJOURN**

**REQUEST FOR COUNCIL ACTION**

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

**To:** Mayor and the City Council

**From:** Wendy Helms, City Clerk

**Action Requested: Consent Agenda**

A. Regular Session Minutes –August 1, 2016

B. Closed Session Minutes- August 1, 2016

C. Request from Claremont Elementary- The City has received a request for \$200 from Claremont Elementary. See attached letter. The City will benefit from having our logo displayed as a result of this donation

**Recommendation:** Approve as Presented



## **City of Claremont Regular Meeting Minutes Monday, August 1, 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, August 1, 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 and City Attorney Bob Grant.

Others in attendance were: Les Morrow, Robert Smith, Robert Winrow, John Polinski, Pat Polinski and Charles Helms.

### ***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 Councilmember David Morrow. Councilmember Timothy Lowrance led the Pledge of Allegiance.

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

Mayor Brown thanked City crews Maintenance, Fire and Police for their efforts during the recent water line break. Everyone worked well together. He also spoke briefly about the prayer vigil hosted in the City Hall parking lot on Sunday, July 31<sup>st</sup>.

### ***6. CONSENT AGENDA***

**A. August 1, 2016, Regular Meeting Minutes** – Councilmember Timothy Lowrance made a motion to accept July 11, 2016 regular meeting minutes as presented. Councilmember David Morrow seconded the motion. The motion passed unanimously.

**B. July 11, 2016 Closed Session Minutes** – Councilmember Timothy Lowrance made a motion to accept the closed session minutes from July 11, 2016, as presented. Councilmember David Morrow seconded the motion. Motion passed unanimously.

**7. CITIZEN'S CONCERNS & COMMENTS-** Jon and Pat Polinski of 2988 Peachtree Street approached the podium to discuss a water related problem at their home. Mr. Polinski presented Councilmember's with pictures taken around his home where the problem has arisen. Council directed the City Manager to work with Mr. & Mrs. Polinski and to obtain a water sample for testing.

**8. OLD BUSINESS-** there was no old business.

### **9. NEW BUSINESS-**

**A. Wooten Company- Standard Specifications-** 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.

Motion was made by Councilmember Dale Sherrill to approve the contract for standard specifications with The Wooten Company. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

**B. Ordinance 01-16 Budget Amendment- Prysman Building Reuse Grant-** Council granted the authority for the City to apply for a NC Department Building Reuse Grant for Prysman 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 Prysman. Prysman 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 Prysman.

Motion was made by Councilmember David Morrow to approve Ordinance 01-16, a budget amendment. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

**C. Ordinance 02-16 Budget Amendment- Emergency Waterline Repairs-** 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.

Motion was made by Councilmember Timothy Lowrance to approve Ordinance 02-16, a budget amendment. 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 informed Council of recent problems with the computer system on Engine 79.

Maintenance- Public Services Director Tom Winkler stated his department would begin smoke testing of the sewer lines. This process gives them an idea if there are problems with the sewer lines.

**11. CITY MANAGER REPORT** – City Manager Renbarger made Council aware that the turn lane at Box Car is scheduled to be finished early in September. She gave an update on the Claremont Youth Council; applications are now on the City website. Council was informed that the waterlines are installed at Substance. Bids are being accepted for sewer installation at this time. Catherine has also been contacted by NCDOT. They have grant money which they would like to construct more ADA compliant sidewalks in Claremont. NCDOT will take care of installation. Lastly, Catherine showed Council an example of the new mapping system the City is currently using. This mapping will be used to plot City events.

**12. CLOSED SESSION-** Motion was made by Councilmember Dayne Miller to go into closed session at 7:38 p.m. Second was made by Councilmember Dale Sherrill. Motion passed unanimously. The closed session was recessed at 8:04 p.m.

City Manager Renbarger asked Council to recess the meeting until Friday, August 12, 2016 at 12:00 p.m. to discuss a moratorium on Conditional Use Permits. At this time Councilmember Timothy Lowrance made a motion to recess the meeting until Friday, August 12<sup>th</sup> at 12:00 p.m.

**13. RECONVENE-** Motion was made by Councilmember Timothy Lowrance to reconvene the meeting on August 12, 2016 at 12:00 p.m. Second was made by Councilmember David Morrow. Motion passed unanimously.

Leslie Meadows was introduced as the new Planner from WPCOG. Elinor Hiltz will be leaving to work for Catawba County. City Manager Renbarger informed Council of a new business VRNC, Inc. They will be working out of the basement at Stanford Furniture and employ approximately ten people. Letters of support from land owners impacted by the Carolina Thread Trail are being obtained at this time. The City is now planning to apply for grants by the September 30<sup>th</sup> deadline

**14. PUBLIC HEARING-** In accordance with North Carolina General Statute 160A-381(e), before Council can adopt a temporary moratorium on conditional use permits in the manufacturing district; the Council must conduct a public hearing.

Legal advertisement for the public hearing was published on August 3, 2016 in the Observer News Enterprise.

Motion was made by Councilmember Dale Sherrill to open a public hearing at 12:06 p.m. Second was made by Councilmember David Morrow. Motion passed unanimously.

City Planner, Elinor Hiltz spoke briefly about establishing a 60 day moratorium on Conditional Use Permits in the Manufacturing district. She stated that the City needed to protect the investment in the business park. A moratorium would allow time for the planning board to make changes to the zoning requirements. The moratorium would last 60 days and end on October 11, 2016. With no questions from Council or the audience, motion was made by Councilmember Timothy Lowrance to close the

public hearing at 12:12 p.m. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

Motion was made by Councilmember Dale Sherrill to adopt Ordinance 03-16; establishing a 60 day moratorium on Conditional Use Permits in the Manufacturing District. Second was made by Councilmember David Morrow. Motion passed unanimously.

***15. ADJOURN***

With no further business of the board motion was made by Councilmember Timothy Lowrance to adjourn the meeting at 12:13 p.m. Second was made by Councilmember Lee Miller. 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: **September 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: **September 6, 2016**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Presentation**

DB Setzer will give an update on work performed at the Bunker Hill Covered Bridge.

**Recommendation:** No action needed

**REQUEST FOR COUNCIL ACTION**

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

**To:** Mayor and the City Council

**From:** Leslie M. Meadows, City Planner

**Action Requested: Hold Public Hearing on Zoning Ordinance Text Amendment**

This public hearing will allow for public input on the proposed Conditional Use Permit amendments to our Zoning Ordinance, Article P, Sec. 9-3-267. Public Notice of this hearing has been adequately advertised in advance.

**Recommendation: Motion to Enter into Public Hearing, and after any public input, Motion to Close the Public Hearing**

**REQUEST FOR COUNCIL ACTION**

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

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Hold Public Hearing on an Economic Development Agreement between the City of Claremont and Dynamic Air Engineering**

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

A draft copy of the economic development agreement has been available in the Office of the City Clerk and notice was published in regards to this hearing in the Observer News Enterprise on August 26.

As a part of this public hearing, Julie Pruett with the Catawba County Economic Development Corporation will give a presentation on the proposed economic development agreement.

**Recommendation:** Motion to enter into public hearing and, after any public input, motion to close the public hearing.

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: September 6, 2016

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve settlement of December 2, 2013 agreement related to construction and development of Claremont Speculative Building**

On December 2, 2013, Catawba County, the City of Claremont, BG&A Properties, LLC, and the Catawba County Economic Development Corporation signed an agreement related to the construction and related development of the Claremont Spec Building.

Before the City Council considers an Economic Development with DAE Systems, staff recommends approving the settlement of the December 2, 2013 Spec Building Agreement. Please see the attached memo from the EDC for additional information.

**Recommendation:** Approve Resolution 02-16

**CITY OF CLAREMONT  
NORTH CAROLINA**

**RESOLUTION #02-16**

**A RESOLUTION APPROVING SETTLEMENT OF DECEMBER 2, 2013 AGREEMENT  
FACILITATING THE CONSTRUCTION AND DEVELOPMENT OF SPEC BUILDING**

**WHEREAS**, on December 2, 2013 the City entered into an agreement by and between Catawba County, the City of Claremont, BG&A Properties, LLC, and Catawba County Economic Development Corporation facilitating the construction and related development of the Claremont Speculative Building; and

**WHEREAS**, BG&A constructed a shelled-in speculative building and received a Temporary Certificate of Occupancy on October 2, 2014 leading to at least 28 client visits and another nearby project announcement; and

**WHEREAS**, under the terms of the agreement, the EDC Committee of 100 was to provide the first \$10,000 per year of carrying costs for up to three years and the remainder of the costs were to be split 50/50 by the City and Catawba County; and

**WHEREAS**, the City agreed to provide grants equal to the amount of City taxes while the building was marketed; and

**WHEREAS**, an offer to purchase the Spec Building was made by a development company in July with an expected closing date on or before October 1, 2016, facilitating a 15-year lease to a company that will meet all of the conditional requirements for job creation and wages; and

**WHEREAS**, upon the sale of the building and payment to the landowner and developer; any remaining proceeds were to be distributed to the City, County, and EDC to reimburse carrying costs pro rata to their participation; and

**WHEREAS**, the City of Claremont will receive \$27,966.95 in reimbursement for spec building costs.

**NOW, THEREFORE, BE IT RESOLVED that the City Council of Claremont Approves the settlement of the December 2, 2013 Speculative Building Agreement.**

Adopted the 6<sup>th</sup> day of September, 2016.

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Shawn R. Brown, Mayor

ATTEST:

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Wendy Helms, City Clerk

## MEMO

**To:** Claremont City Council, Catherine Renbarger, Bob Grant  
**From:** Scott Millar, Julie Pruett, Catawba County EDC  
**Date:** June 24, 2016  
**Subject:** Claremont Spec Building Settlement, Project Longbow Economic Development Agreement; Creation of Spec Building Fund

### **Request:**

The City Council consider and approve the following:

- I. Settlement of the December 2, 2013 Agreement by and between **Catawba County** ("County"), **City of Claremont** ("City"), **BG&A Properties, LLC** ("BG&A"), and **Catawba County Economic Development Corporation** ("EDC") facilitating the construction and related development of the **Claremont Speculative Building** ("Spec Building");
- II. Additional consideration of Economic Development Agreement to encourage **Project Longbow**; and
- III. Additional consideration of creation of permanent **Spec Building Fund** with refunded amounts and money on account.

### **I. Claremont Spec Building**

#### **Background:**

Subsequent to a 12/2/2013 agreement, BG&A built a shelled-in speculative building and received a Temporary Certificate of Occupancy 10/2/2014, leading to at least 28 client visits and another nearby project announcement (Substance Inc., currently under construction in Claremont International Business Park). As a part of the agreement, each party agreed to undertake certain expenses and risks to facilitate these opportunities.

BG&A was to construct the facility, being responsible for providing the land, the facility, financing and other carrying costs (defined to include interest, insurance, and electricity), with the EDC Committee of 100 to provide the first \$10,000/year of these carrying costs for up to three years and the remainder of costs being split 50/50 by City/County (up to \$36,000 in carrying costs per entity for up to three years). The City and County also agreed to waive permitting fees, water and sewer connection fees, and agreed to provide grants equal to the amount of County/City taxes while the building was marketed (County for up to 36 months/City for up to 48 months).

The sale of the facility was conditioned on the requirement the building would be utilized by an end user creating jobs at or above the average county wage and to provide grants to defray the cost for an industrial access road. A certified appraisal of the site was performed, establishing a land value of \$295,000. The shell building contract price for the facility was \$1,442,000, and there was a requirement that Matthews Construction be allowed to submit a bid on any subsequent upfit/construction.

Per the contract, upon the sale of the building, proceeds of the sale are required to be distributed in this order:

- 1) Landowner (BG&A) would be paid in the amount of \$295,000.
- 2) Developer (BG&A) would be paid for building construction in the amount of \$1,442,000.

- 3) Any remaining proceeds would be distributed to City, County, and EDC to reimburse carrying costs pro rata to their participation, with any such proceeds earmarked by City/County for future shell building projects should such a program then exist.

**Settlement and Sale of the Facility:**

It is expected that an offer to purchase the Spec Building will be made by a development company July 1, 2016 with an expected closing date on or before 10/1/2016, facilitating a 15-year lease to a company that will meet all of the conditional requirements for job creation and wages; NCDOT has agreed to construct the access road at no cost to the County/City.

At closing, EDC will receive the payment from the developer in the amount of \$1,800,000 and will distribute payments to Landowner in the amount of \$270,000 (note the reduction of \$25,000 per agreement 6/20/2016), contractor in the amount of \$1,442,000, and will be reimbursing EDC payments made to date. In addition to satisfying these obligations, EDC will then be making these Spec Building Cost Reimbursements:

	County	City	EDC/EDC C100
<b>Budgeted</b>			
FY2014-2015	\$ 36,000.00	\$ 36,000.00	\$ 10,000.00
FY2015-2016	\$ 36,000.00	\$ 36,000.00	\$ 10,000.00
FY2016-2017	<u>\$ 36,000.00</u>	<u>\$ 36,000.00</u>	<u>\$ 10,000.00</u>
<b>Total</b>	<b>\$ 108,000.00</b>	<b>\$ 108,000.00</b>	<b>\$ 30,000.00</b>
<b>EDC payments reimbursed to date:</b>			
a.) Carrying Costs:	\$ 36,000.00	\$ 36,000.00	
b.) Yr. 1 Property Taxes on unoccupied Shell Facility	<u>\$ 361.90</u>	<u>\$ 172.96</u>	
	\$ 36,361.90	\$ 36,172.96	
<b>Yr. 2 &amp; 3 Property Taxes on unoccupied Shell (paid by EDC but not yet reimbursed by City/County)</b>	2015 \$ 5,491.83 2016 \$ 4,137.68 <u>Total \$ 9,629.51</u>	2015 \$ 4,679.99 2016 \$ 3,526.02 <u>Total \$ 8,206.01</u>	
<b>EDC Committee of 100 Grant Applied</b>			\$ 20,000.00
<b>Spec Building Cost Reimbursement at Closing</b>	<b>\$ 26,732.39</b>	<b>\$ 27,966.95</b>	<b>\$ 3,164.00</b>

**Recommendation**

City Council approves the settlement of the December 2, 2013 Spec Building Agreement under the terms and the amounts discussed above.

## II. **Project Longbow Economic Development Agreement and Resolution**

Subject to the settlement of the Claremont Spec Building project and the recovery of all City/County Carrying Costs, EDC presents the attached Economic Development Agreement for consideration and approval and authorize the Mayor to execute these along with any other needed documents.

### **Project Background and Company Overview**

DAE Systems, a California aviation supplier, intends to relocate and further up-fit and equip the 52,000 sf Claremont Spec Building, commits to hire and maintain 53 jobs at a minimum average salary of \$51,618 (current County average \$38,238), and to cause or make a minimum expenditure of \$7,255,000 during the investment period. Agracel LLC will be buying the facility and leasing it to DAE Systems for a minimum period of 15 years. The State of North Carolina will be considering additional incentives from the One NC fund and NCDOT has agreed to fund BGA Drive under separate contractual agreements.

DAE Systems considered multiple states and multiple sites within North Carolina for the project.

Dynamic-Air Engineering, Inc. is a designer and manufacturer of military and FAA qualified, scalable air moving systems for the aerospace industry. Dynamic-Air Engineering, Inc. was founded in Los Angeles, CA in 1942 with what is believed to be the first fan-forced airborne convection heater for the Army Air Corps.

In 1964, the company headquarters moved from Los Angeles to where it remains today in Orange County, CA. Over the subsequent years, Dynamic-Air Engineering became DAE Systems by adding several divisions with specialized products and services. In 2010, DAE Protection began operations, providing small arms, armament subsystems, non-lethal defense technologies and services to the military and law enforcement sectors both domestically and internationally.

For over 70 years DAE Systems has served and helped to define the defense, aerospace, and commercial industries around the globe while preserving its Dynamic-Air Engineering flagship brand and family origin. DAE Systems has remained in the family, which has fostered a culture where customers and employees are treated as honored members of the extended family.

### **Economic Development Agreement Overview and Clawbacks**

The proposed economic development agreement is based on a contract with obligations requiring satisfactory performance by the Company and adhering to all NC General Statutes. The contract requires a minimum investment of \$7,255,000, and the creation of 53 new jobs at the Claremont Spec building. A sliding scale incentive of 75% for 2 years, 67% for 2 years, and 50% for the fifth year is proposed of new tax receipts that would be paid after DAE submits an annual proof of performance. This amount would be subject to the usual contractual commitments and would total a maximum of \$109,433 (prior to depreciation). Based on the current tax rate, payments would equal a maximum of \$23,447 (years 1 & 2), \$20,946 (year 3), \$23,818 (year 4), and 17,775 (year 5). All incentives will be paid to DAE Systems, and DAE would be responsible for all requirements within the contractual agreements.

Like all incentives provided by the City, these incentives will be based on an economic development agreement which requires DAE Systems to meet minimum thresholds of investment and job creation by 2022 which must be maintained for a minimum of three years

following the payment of the final incentive. Clawbacks are included in the agreement requiring repayment should the investment and job creation amounts not be met or sustained.

### **Recommendation**

The City Council approve the Economic Development Agreement between the City and DAE Systems, and authorize the Mayor to execute these along with any other needed documents.

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## **III. Consideration of creation of a Spec Building/Economic Development Account**

### **Background**

Paragraph 11.c. of the initial Spec Building agreement indicated the possibility of creating a recurring source of funding for speculative buildings in the event of a successful conclusion. "It is understood that any such proceeds will be earmarked by Catawba and Claremont for future shell building projects should such a program then exist." As a result of the successful sale of the Claremont Spec building, the development of Substance Incorporated on an adjacent site, and current project activity and multiple clients seriously considering the Claremont Spec building, the EDC strongly recommends the creation of a Spec Building Account utilizing the Spec Building Cost reimbursements listed in the chart above (City \$27,966.95) and the budgeted amounts on account for FY2015-2016 (\$36,000) and FY2016-2017 (\$36,000), totaling \$99,966.95, to fund a permanent Spec Building/Economic Development account. It should be recognized that future sites are not likely to have been pre-graded like the initial BGA site and future spec building sites will have a more difficult time being cost-competitive without having the cost advantage of a graded site. While it is uncertain whether the next site will be developed in the City of Claremont, the creation of this account will reserve the ability of the City to act on economic development and spec building opportunities that might arise.

### **Recommendation**

The City revert the Spec Building Cost reimbursement settlement and the budgeted Spec Building line item values from FY2015-2017 into a Spec Building/Economic Development account, with guidelines to be developed for appropriate approval by Council for any future expenditures. Innovate Catawba recommended two or more spec buildings in the County, possibly one in the US321 corridor and another in the I-40/US70 corridor, and the next location recommendation may include funding/participation from Claremont and other municipalities, depending on site determination.

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: September 6, 2016

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

**Action Requested: Approve Economic Development Agreement with DAE Systems**

Dynamic-Air Engineering, Inc. is a designer and manufacturer of military and FAA qualified scalable air moving systems for the aerospace industry. DAE Systems plans to relocate from Orange County, CA and further up-fit and equip the 52,000 sf. Spec Building in Claremont and commits to invest no less than \$7,255,000. As a result of this improvement, a minimum of 53 new jobs will be created with a minimum average salary of \$51,618.

Under the terms of this agreement, the City will provide an economic development incentive grant to DAE Systems on a sliding scale of 75% for 2 years, 67% for 2 years, and 50% for the fifth year of new tax receipts. Cumulative payment by the City will not exceed \$109,433.

<b>Grant Year</b>	<b>Maximum Payment By City by Year</b>
1	\$ 23,447
2	\$ 23,447
3	\$ 20,946
4	\$ 23,818
5	\$ 17,775
<b>Total</b>	<b>\$ 109,433</b>

The proposed agreement is attached for your review. Catawba County has also approved an incentive grant for DAE Systems.

**Recommendation:** Approve Resolution 3-16.

**CITY OF CLAREMONT  
NORTH CAROLINA**

**RESOLUTION # 03-16  
A RESOLUTION AUTHORIZING ECONOMIC DEVELOPMENT INCENTIVE  
AGREEMENT WITH DAE SYSTEMS**

**WHEREAS**, N.C.G.S. 158-7.1 authorizes the City of Claremont to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial surveys and locating industrial and commercial plants in or near the City of Claremont, encouraging the building of railroads and other purposes which, in the discretion of the governing body of the City will increase the population, taxable property, agricultural industries and business prospects of the City; and

**WHEREAS**, N.C.G.S. 158-7.1 authorizes appropriations for the aforesaid purposes to be funded by levy of property taxes pursuant to N.C.G.S. 160A-209 and by allocation of other revenues whose use is not otherwise restricted by law; and

**WHEREAS**, DAE Systems has represented to City that it intends to invest a minimum of \$7,255,000.00 in construction, upfit, and equipping of a facility at 2421 BGA Drive, the City of Claremont, Catawba County (Catawba County Tax Parcel 3751-12-87-2357); and to create a minimum of fifty-three new jobs at the facility; and

**WHEREAS**, DAE Systems has requested the City to consider a grant of economic incentives in the form of a rebate of *ad valorem* property taxes paid to the City as the result of DAE Systems investment at the location set forth above; and

**WHEREAS**, the City of Claremont approves and recognizes the wisdom of additional investment in the City; and

**WHEREAS**, DAE Systems has agreed to invest at least Seven Million Two Hundred Fifty-five Thousand (\$7,255,000) in building upfits, equipment, and/or site improvements by December 31, 2022, at the location set forth above; and

**WHEREAS**, the investment must be maintained for a minimum of three years following payment of the final incentive, with a requirement not to hire anyone without a minimum of a high school diploma 25 years of age or below, and that all jobs will pay in excess of the Catawba County average wage

**WHEREAS**, DAE Systems and the City of Claremont have negotiated an Economic Incentive Agreement, a copy of which is attached hereto, setting forth the Agreement between DAE Systems and the City of Claremont whereby, subject to the terms and conditions of the said Agreement, the City will for five years make an annual grant to DAE Systems of seventy-five per cent (75%) of the ad valorem taxes paid for additional value (exclusive of rolling stock) as paid to the City with a maximum payment of \$23,447 year 1, \$23,447 year 2, \$20,946 year 3, \$23,818 year 4, and \$17,775 year 5 (total maximum incentive of \$109,433) upon condition that DAE Systems complete the

investment of at least \$7,225,000 and create fifty-three new jobs on or before December 31, 2022.

**NOW, THEREFORE, BE IT RESOLVED that the City Council of Claremont Approves and executes** the Tax Base Economic Incentive Agreement with DAE Systems upon condition that the same be timely executed by a duly authorized representative of DAE Systems.

Adopted the 6<sup>th</sup> day of September, 2016.

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Shawn R. Brown, Mayor

ATTEST:

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Wendy Helms, City Clerk

Prepared by:  
Robert L. Grant, Jr., Attorney  
City of Claremont  
3288 E. Main Street, Claremont, NC 28610

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

**CITY OF CLAREMONT AND DAE SYSTEMS  
ECONOMIC DEVELOPMENT AGREEMENT**

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_, 2016, by and between **CITY OF CLAREMONT** (the "City"), a North Carolina municipal corporation, having a mailing address of **3288 E. Main Street, Claremont, NC 28601**, and Dynamic Air Engineering, Inc. dba DAE Systems (or "Company" or "DAE Systems"), a California C Corporation qualified to do business in the State of North Carolina, having a mailing address of **620 East Dyer Road, Santa Ana, California, 92705**.

**WITNESSETH:**

**WHEREAS**, North Carolina General Statute (NCGS) 158-7.1 authorizes City to make appropriations for the purpose of aiding and encouraging the location of business enterprises and industrial and commercial plants in or near its boundaries, and DAE Systems is engaged in manufacturing products for the aviation industry within the meaning of NCGS 158-7.1; and

**WHEREAS**, DAE Systems intends to equip, construct and occupy, or cause to have completed, a new manufacturing facility and provide capital equipment and trade fixtures used to assemble, manufacture, and process business-related goods and services (the "Improvements") at 2421 BGA Drive, Claremont, NC, 28610 (Parcel ID # 375112872357) (the "Property"), at cumulative expenditure costs incurred by DAE Systems and/or the owner of the Property ("Landlord") of not less than Seven Million Two Hundred Fifty Five Dollars (\$7,255,000) and intends to create a minimum of Fifty Three (53) new jobs at the facility, with the improvements to be made and new jobs to be created between June 1, 2017 and December 31, 2022 (the "Improvement Period"); and

**WHEREAS**, DAE Systems expects to be a community-oriented company and intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and to consider participation in the Catawba EDC's corporate Committee of 100 501(c)(3) non-profit sponsorship; and

**WHEREAS**, DAE Systems is encouraged, to the reasonable extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local building and construction services, and other products and services;

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **SECTION I – DAE SYSTEMS**

1. On or before August 31, 2016 DAE Systems shall:
  - 1.1 Deliver to City a certificate confirming that DAE Systems has, or has caused to be acquired or leased, the real Property and the construction and installation of the Improvements will result in the creation, maintenance and availability of a minimum of 53 new jobs prior to December 31, 2022 and that the overall average weekly wage will equal or exceed \$51,618.00 for each year that City pays DAE Systems the economic development incentive provided for herein. DAE Systems affirms understanding of, and agrees to comply with, the Calendar of Responsibilities as outlined in Exhibit “A”. Such certificate shall be substantially in the form of the certificate attached to this Agreement as Exhibit “A”.
  - 1.2 Provide an Opinion of Counsel for DAE Systems, in form and substance reasonably satisfactory to City, that this Agreement has been duly authorized, executed and delivered by DAE Systems; and
  - 1.3 Provide an Opinion of Counsel for DAE Systems, in form and substance reasonably satisfactory to City, stating that this Agreement is binding upon and enforceable against DAE Systems, in North Carolina, in accordance with its terms.
  - 1.4 Provide a Certificate of Authority to do business in North Carolina as issued by the North Carolina Secretary of State.
2. In order to induce City to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, DAE Systems represents and warrants that, as of the execution date hereof:
  - 2.1 DAE Systems is qualified to do business in the State of North Carolina, has a place of business within the State of North Carolina, and is in good standing and authorized to do business in the State of North Carolina;
  - 2.2 DAE Systems has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted and has the corporate power and authority to execute and perform this Agreement;
  - 2.3 The undersigned representative of DAE Systems has the right, authority and duty to execute this Agreement in the name and on behalf of DAE Systems;
  - 2.4 This Agreement (i) is the valid and binding instrument and agreement of DAE Systems, enforceable against DAE Systems in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on DAE Systems, the charter documents or operating agreement of DAE Systems or any provision of any indenture, agreement or other instrument to which DAE Systems is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or

- both, would constitute an event of default, under any indenture, agreement or other instrument to which DAE Systems is a party;
- 2.5 There is no suit, claim, action or litigation pending, or to the knowledge of DAE Systems threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein;
  - 2.6 There is no impediment to the use of the Property for the purposes contemplated by this Agreement.
  - 2.7 DAE Systems is not engaged in a business that would be exempt from property taxes.
3. In order to induce DAE Systems to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, City represents and warrants that, to the best of City's knowledge that, as of the execution date hereof:
- 3.1 City is a North Carolina municipal corporation existing under North Carolina law;
  - 3.2 City has the power and authority to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;
  - 3.3 The undersigned authorized representative of City has the right, authority and duty to execute this Agreement in the name and on behalf of City;
  - 3.4 This Agreement (i) is the valid and binding instrument and agreement of City, enforceable against City in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on City, the charter documents of City or any provision of any indenture, agreement or other instrument to which City is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which City is a party; and
  - 3.5 There is no suit, claim, action or litigation pending, or to the knowledge of City threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein.
4. DAE Systems shall make or cause to be made investments to the Property and Improvements during the Improvement Period. Cumulative expenditures, which are inclusive of all past, present and/or future Landlord costs for the Property, including but not limited to: all acquisition costs for the land of the Property, all construction costs for the Property, all architectural, engineering, and/or consulting fees for the Property, all costs for the improvements to the Property specific to DAE Systems occupancy of the Property, and capital equipment and trade fixtures used to assemble, manufacture, and process business-related goods and services ("TI Costs") will meet or exceed Seven Million Two Hundred Fifty Five Thousand Dollars (\$7,255,000) by December 31, 2022, all of which must qualify and result in additional value for ad valorem tax purposes as determined by the Catawba County Tax Office, and DAE Systems further agrees to

maintain in place, in good condition (ordinary wear and tear excepted), said Improvements for three years after the final incentive payment.

5. DAE Systems shall create a minimum of 53 new jobs at the Property in Claremont by December 31, 2022 and agrees to maintain or make available these jobs in place for three years after the final incentive payment. A job is defined as employment that provides 1600 hours or more of work in any 12 month period.

## **SECTION II – CITY**

6. On or before August 31, 2016 City shall deliver to DAE Systems an Opinion of Counsel for City, in form and substance reasonably satisfactory to DAE Systems, that this Agreement has been duly authorized, executed and delivered by City; and stating that this Agreement complies with the terms and requirements of NCGS 158-7.1 and is binding upon and enforceable against City with its terms; and evidence in the form of a Resolution or Resolutions, or official minutes, which City duly adopted authorizing the economic development incentives set forth in this Agreement.
7. Payment of economic development incentives for Real and Personal Investments and for Job Creation in accordance with this Agreement shall be made as follows:
  - a. City will provide annual payments equal to 75% of the ad valorem taxes associated with the additional value (exclusive of rolling stock) as paid to City for a two year period, commencing with the taxes payable for the tax values on January 1, 2018, and January 1 of the succeeding year for investments made pursuant to paragraph 4 with maximum payments as reflected in paragraph 7.b. and in the chart below. Further, the City will provide annual payments equal to 67% of the ad valorem taxes as paid to the City associated with the additional value (exclusive of rolling stock), commencing with the taxes payable for the tax values on January 1, 2020, and January 1 of the succeeding year for investments made pursuant to paragraph 4 with maximum payments as reflected in paragraph 7.b. and in the chart below. Further, the City will provide an annual payment equal to 50% of the ad valorem taxes as paid to the City associated with the additional value (exclusive of rolling stock), commencing with the taxes payable for the tax values on January 1, 2021, for investments made pursuant to paragraph 4 above with maximum payments as reflected in paragraph and in the chart below.
  - b. In no event will the cumulative payments by City exceed One Hundred Nine Thousand Four Hundred Thirty Three Dollars (\$109,433) for the five years ending in 2023.

Year	Grant Percentage	Maximum Payment By City by Year
2019	75%	\$23,447
2020	75%	\$23,447
2021	67%	\$20,946
2022	67%	\$23,818
2023	50%	\$17,775
<b>Total</b>		<b>\$109,433</b>

- c. Said amounts shall be payable annually, beginning in 2019 (Grant Year 1) and payable through 2023.
- d. Upon payment of ad valorem taxes by Company to City for each of 2018 through 2022 and certification by Company in the form or substantially in the form of the certificate attached hereto as Exhibit B, of Improvements made and proof of payment of taxes and verification that Company has created and maintained jobs as agreed herein, City will, within sixty (60) days, pay to Company an economic development incentive payment, the amount of which is calculated by multiplying by the appropriate grant percentage numeric value times the total ad valorem tax revenue received by City attributable to the value of the Improvements made by Company pursuant to this Agreement in excess of the assessed tax value on the site as of January 1, 2016.
- e. Company shall furnish to City on or before March 5th of each calendar year, following and corresponding to the previous July 1st when taxes are billed, the certification required by this Section 7 and proof of payment of all applicable taxes. If requested, Company shall provide City, at City's expense, independent certification as to such expenditures and number of existing jobs.

**SECTION III - OTHER**

- 8. Force Majeure. Notwithstanding the provisions of Paragraph 9, in the event DAE Systems or Landlord is unable to meet the requirements of this Agreement as a result of (i) an event of force majeure, including but not limited to fires, explosions, acts of God, acts of public enemy, insurrections, riots, terrorism, embargoes, labor disputes, including strikes, lockouts and job actions, or boycotts; (ii) the inability to obtain the governmental permits or approvals (including zoning) necessary for the acquisition of the land or undertaking and operating the Improvements after a good faith effort to obtain same has been made; (iii) shortages of materials or energy; (iv) changes in laws; or (v) other causes beyond the control of and arising without the fault or negligence of DAE Systems; then, in such event, the Improvement Period shall be extended for a period equal to the delay caused by any of the foregoing events so long as DAE Systems shall (a) have furnished City on a timely basis, upon the occurrence of such event, a notice thereof, and (b) take all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the Improvements. In accord with the foregoing, should the DAE Systems be unable to meet the requirements as described above as a result of a force majeure, the obligation of the City to pay as provided in

Section II above, shall be suspended until such time as the DAE Systems is relieved from the effect of an event of force majeure and resumes completion of the Improvements.

9. It shall be an Event of Default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):
- a. If DAE Systems, except in the event of force majeure, shall commit a material breach of a material obligation hereunder (including without limitation, the obligation to meet the investment goals and maintaining a minimum of 90% of the proposed (53) newly created jobs as set forth herein) and such breach shall continue for a period of sixty (60) or more days following receipt of written notice from City;
  - b. If DAE Systems shall fail to qualify and/or maintain the requirements for eligibility and participation in agreements for State of North Carolina incentives applied for and awarded;
  - c. If DAE Systems fails to timely file Exhibit A, or Exhibit B on or before March 5 of each year, following and corresponding to the previous July 1st when taxes are billed, and any qualifying incentive would be due to DAE Systems, this shall be deemed a breach of the Agreement and notwithstanding paragraph 10 below, the sole remedy will be that City will not owe DAE Systems any incentive that may have otherwise been due had those filings properly been made when due.
  - d. If any material representation, warranty or other statement of fact contained in this Agreement or in any final writing, certificate, report or statement furnished by DAE Systems to City in connection with the transaction described in this Agreement, shall, to DAE Systems' knowledge, to be false or misleading in any material respect at the time given;
  - e. If DAE Systems shall be unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of themselves or of the whole or any substantial part of their property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state;
  - f. If City, except in the event of force majeure, fails to pay DAE Systems when such payment is due or is otherwise unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of an emergency manager, receiver, trustee, liquidator or conservator or any similar entity; files a petition or answer seeking

reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or North Carolina;

- g. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of DAE Systems or of the whole or any substantial part of their properties, or approves a petition filed against DAE Systems seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of DAE Systems or of the whole or any substantial part of their properties;
  - h. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing an emergency manager, custodian, receiver, trustee, liquidator, or conservator or any similar entity for City, or approves a petition filed against City seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of City; or
  - i. If DAE Systems shall allow its taxable assets, employment and average wage amounts to fall below the minimum values agreed upon in this Agreement, as each of the same pertain to the facility contemplated by this Agreement.
10. City Remedy: If DAE Systems fails to cure an Event of Default for which it receives written notice from City, the obligation of City as set out herein shall terminate, and DAE Systems shall immediately refund to City all economic development incentive payments paid to DAE Systems prior to the date of the Event of Default plus interest at the rate of prime plus one percent (1%). The date the prime interest rate shall be determined shall be the date the DAE Systems receives the notice of the Event of Default and prime will be the prime rate as published in the *Wall Street Journal (WSJ)*. DAE Systems shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, to cure the Event of Default.
11. DAE Systems Remedy: If City fails to cure an Event of Default for which it receives written notice from DAE Systems, the obligations of DAE Systems as set out herein shall terminate. City shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, to cure the Event of Default.
12. DAE Systems and City acknowledge that any monies appropriated and expended by City for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on NCGS 158-7.1. In the event a Court of competent jurisdiction rules to which either DAE Systems or City is a party, that all monies expended by City pursuant to this Agreement were not offered and accepted in good faith and in compliance with NCGS 158-7.1 and, further, that such monies must be repaid, DAE Systems will make such repayment to City. In the event one or more lawsuits are brought against City or any City elected official, officer, agent or employee, or DAE Systems, challenging the legality of this Agreement, then City and

DAE Systems shall exercise their best efforts to defend against any and all such lawsuits, at their own cost and expense. In any event, if DAE Systems is required to repay funds to City pursuant to this paragraph 12, the benefit of this Agreement to DAE Systems will have been lost and all further obligations of DAE Systems hereunder shall terminate.

13. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (i) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) deposited with a national overnight courier service that retains receipts for its deliveries, properly addressed as follows:

City of Claremont:      City of Claremont  
   Attn: Catherine Renbarger, City Manager  
   PO Box 446  
   Claremont, NC, 28610

Copy to:                      City Attorney  
   Attn: Robert M. Grant, City Attorney  
   PO Drawer 166  
   Newton, NC, 28658

DAE Systems:              DAE Systems  
   Attn: Jeremy I. Morrison, President  
   2421 BGA Drive  
   Claremont, NC, 28610

City or DAE Systems may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

14. This Agreement shall inure to the benefit of, and is binding upon, City and DAE Systems and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, nor claims created by this Agreement may be transferred by DAE Systems without the prior, written approval of City, which approval will not be unreasonably withheld.
15. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.
16. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.

18. Controlling Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general courts of justice in Catawba County, or if in Federal court in the Western District of North Carolina.
19. The term of this Agreement shall commence on the date of execution and expire upon payment by City of all payments due to DAE Systems and DAE Systems fulfilling all of its requirements including real and personal property investments and the creation and maintenance of jobs, unless earlier terminated as provided herein.
20. Both DAE Systems and City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both DAE Systems and City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**City of Claremont,**  
A North Carolina Municipal Corporation

**Attest:**  
**(SEAL)**

By: \_\_\_\_\_ **(Seal)**  
Shawn Brown, Mayor  
City of Claremont

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

**DAE SYSTEMS**

By: \_\_\_\_\_ **(Seal)**  
Jeremy I. Morrison, President

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

I, \_\_\_\_\_ a Notary Public of said county and state, certify that Wendy L. Helms personally came before me this day and acknowledged that she is City Clerk of the City of Claremont, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its Mayor, sealed with its seal, and attested by herself as City Clerk.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

[Seal]

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

My commission expires: \_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA**

I, \_\_\_\_\_ a Notary Public of said County and State, do certify that Jeremy I. Morrison, President, personally appeared before me this day and acknowledged on behalf of DAE SYSTEMS the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

[Seal]

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

My commission expires: \_\_\_\_\_

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

\_\_\_\_\_ Stephanie Corn, City of Claremont Finance Director

Approved as to form on behalf of City of Claremont only:

\_\_\_\_\_ Robert M. Grant, Jr., City Attorney

**EXHIBIT A**  
Joint Economic Development Agreement  
Between City of Claremont and DAE Systems

**CERTIFICATE**

**TO: City of Claremont**

This Certificate is delivered pursuant to paragraph 1.1 and paragraph 9 of the Joint Economic Development Agreement (the "Agreement"), dated \_\_\_\_\_, 2016, between City of Claremont ("City") and DAE SYSTEMS ("DAE Systems"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, \_\_\_\_\_, do hereby certify, for and on behalf of DAE Systems, that:

- (a) DAE Systems acquired or has caused to be acquired the real property necessary for the construction of the Facility and the Improvements; and
- (b) DAE Systems will create, maintain and make available a minimum of 53 new jobs prior to December 31, 2022 and the overall average weekly wage will equal or exceed \$51,618 for each year that City pays DAE Systems the economic development incentive provided for herein; and
- (c) DAE Systems agrees to comply with the Calendar of Responsibilities listed below.

**Calendar of Responsibilities:**

- By January 5: DAE Systems makes payment to City according to Tax Listing filed by January 31<sup>st</sup> of the previous year unless extension is requested and approved for April 15<sup>th</sup>. Any extension request must be filed by January 31<sup>st</sup>.
- By March 5: DAE Systems must provide Exhibit A and Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: DAE Systems must provide Real/Personal Property Tax listings to County Tax Office.
- By April 22: County Tax Office to provide Tax Listing on Specified Accounts.\*

\*Note: This is not a company responsibility.

Dated at Catawba County, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**DAE Systems**

BY: \_\_\_\_\_

Jeremy I. Morrison, President

**EXHIBIT B**  
Joint Economic Development Agreement  
Between City of Claremont and DAE Systems

**CERTIFICATE**

**TO: Catawba County**

This Certificate is delivered pursuant to Section 7 and Section 9 of the Joint Economic Development Agreement (“the “Agreement”) dated \_\_\_\_\_, 2016, between City of Claremont (“City”) and DAE SYSTEMS (“DAE Systems”). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

DAE Systems does hereby certify that:

- (a) The following improvements were made during the 20\_\_ Calendar Year: \_\_\_\_\_;
- (b) The following jobs were created during the 20\_\_ Calendar Year: \_\_\_\_\_ (please attach the most recent quarterly Form NCUI 101);
- (c) The average wage of all of those employed at the \_\_\_\_\_ Claremont facility during the 20\_\_ Calendar Year is as follows: (Wage Forms Total Payroll divided by number of employees) \_\_\_\_\_;
- (d) Total cumulative personal property valuation installed at the \_\_\_\_\_ facility during the 20\_\_ Calendar Year \_\_\_\_\_; and
- (e) Proof of taxes paid is attached to this certificate.

Dated at Catawba County, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DAE Systems**

\_\_\_\_\_  
BY: Jeremy I. Morrison, President

**Attachments (required):**

Current Year Catawba County personal and real property Tax Listing information as reported to Catawba County Tax Office, Most recent quarterly Form NCUI 101, Proof of taxes paid in full.

**Calendar of Responsibilities:**

- By January 5: DAE Systems makes payment to City according to Tax Listing filed by January 31<sup>st</sup> of the previous year unless extension is requested and approved for April 15<sup>th</sup>. Any extension request must be filed by January 31<sup>st</sup>.
- By March 5: DAE Systems must provide Exhibit A and Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: DAE Systems must provide Real/Personal Property Tax listings to County Tax Office.
- By April 22: County Tax Office to provide Tax Listing on Specified Accounts.\*

\*Note: This is not a company responsibility.

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: September 6, 2016

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve Ordinance 04-16 Amending Economic Development Project Fund Budget**

With the sale of the spec building, an amendment to the Economic Development Project Fund budget is needed. This action amends the budget to include the spec building reimbursement of \$27,966.95 in additional revenue. In addition, this budget amendment creates a line item in the economic development fund for future spec building costs and allocates \$99,966.95 to that line item.

The economic development project fund will now have a balance of \$204,704.95 in the economic development project fund for use on future economic development projects. Because a portion of the funds were given to the City from Golden Leaf, expenditures that use that particular revenue must be approved by Golden Leaf and used for future economic development activities that meet charitable, educational, scientific or tax-exempt public purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code.

**Recommendation:** Motion to Approve Ordinance 04-16

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 04-16

AN ORDINANCE OF THE CITY OF CLAREMONT AMENDING THE ECONOMIC  
DEVELOPMENT SPECIAL PROJECT FUND BUDGET

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

**Economic Development Project Fund**

	<u>Increase</u>	<u>Decrease</u>		
<u>Revenues</u>				
Spec Building Reimbursement 58.3352.0000	\$27,966.95			
<hr/>				
Total	\$27,966.95			
 <u>Expenditures</u>				
Economic Dev. Future 58.8100.7400		\$72,000		
<hr/>				
Total		\$72,000		
 Spec Building Future 58.8100.7600			\$99,966.95	
<hr/>				
Total	\$99,966.95			

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

ADOPTED at the regular meeting of the City Council of the City of Claremont on  
September 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: **September 6, 2016**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve Ordinance 05-16 Amending FY2016-2017 Budget**

The City's FY2016-2017 budget includes \$36,000 in funds from the economic development project fund to pay towards the spec building costs. With the sale of the spec building, the City is now amending the budget as the payment is no longer necessary. The funds will remain in the economic development project fund for future use.

**Recommendation:** Motion to Approve Ordinance 05-16

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 05-16

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>		
Economic Dev. Fund Transfer		
10.3970.0900		\$36,000
<hr/>		
Total		\$36,000
<u>Expenditures</u>		
Spec Building		
10.8200.4600		\$36,000
<hr/>		
Total		\$36,000

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

ADOPTED at the regular meeting of the City Council of the City of Claremont on  
September 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: **September 6, 2016**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Youth Council Oath of Office**

Every year Council has a swearing in ceremony for all Youth Council members.

**Recommendation:** Give oaths to those present.



Oath of Office  
City of Claremont  
Youth Council Member

I, \_\_\_\_\_, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as a Youth Council Member, so help me God.

---

September 6, 2016

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Stephanie Corn  
Notary Public

**REQUEST FOR COUNCIL ACTION**

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

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve Supplemental Agreement with NC DOT**

At the April council meeting, as a result of higher than anticipated construction estimates, Council provided direction to request NC DOT allow the City to modify the scope of work of the Congestion Mitigation and Air Quality (CMAQ) sidewalk project by removing the Centennial Boulevard section. Since that time, staff have been working with NC DOT and the Federal Highway Administration to obtain the necessary approvals. The attached supplemental agreement reflects the change in scope of work.

The original preliminary engineering contract approved by DOT was for \$43,697.33. However, with the removal of the engineering costs associated with Centennial, the remaining costs for preliminary engineering total \$28,890.09. As only 80% of eligible costs may be reimbursed, the total allowed for reimbursement related to design and engineering is now \$23,112.07. Since the City has already been reimbursed \$23,675.58 in design costs, the City will need to reimburse NC DOT \$563.51. An updated CMAQ project fund budget is attached for your reference.

Once the Supplemental Agreement has been fully executed, the City will move forward for the remaining segments of sidewalk.

- Calvin Street – between Depot and Lookout, between Lookout and School Dr.
- Yount Street – from Depot to Bethlehem
- South Depot Street – small section from end of sidewalk
- Bethlehem Drive – from Yount to Catawba Street
- School Drive – from Calvin to Main Street

**Recommendation:** Motion to Approve Supplemental Agreement

NORTH CAROLINA  
CATAWBA COUNTY

**SUPPLEMENTAL AGREEMENT**

DATE: 7/12/2016

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: C-5195

AND

WBS ELEMENTS: PE 46247.1.1

CON 46247.3.1

CITY OF CLAREMONT

FEDERAL-AID #: CMS-1207(8)

CFDA #: 20.205

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of Claremont, hereinafter referred to as the "Municipality."

**WITNESSETH:**

WHEREAS, the Department and the Municipality on 5/28/2013, entered into a certain Project Agreement for the original scope: constructing sidewalk in multiple locations along Centennial Boulevard, Calvin Street, S Depot Street, Yount Street, Bethlehem Drive, and School Street, programmed under Project C-5195; and,

WHEREAS, the Municipality has requested a modification to the scope of the project; and

WHEREAS, the Department has standardized time frame completions on locally-administered projects.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

**SCOPE**

The Project consists of constructing sidewalk in multiple locations along Calvin Street, S Depot Street, Yount Street, Bethlehem Drive and School Street. The Centennial Boulevard location will be eliminated from this Project.

## **RESPONSIBILITIES**

1. The Department will reimburse eligible expenses for design, environmental documentation, and construction, related to the modified scope of work.
2. The Municipality shall have five years from the date of initial funding authorization (6/13/2013) to complete the Project. Completion for this Agreement is defined as completion of all construction activities, acceptance of the Project, and submission of a final reimbursement package to the Department.

## **IRAN DIVESTMENT ACT**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. 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.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 5/28/2013, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF CLAREMONT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by \_\_\_\_\_ (Governing Board) of the City of Claremont as attested to by the signature of \_\_\_\_\_, Clerk of the \_\_\_\_\_ (Governing Board) on \_\_\_\_\_ (Date)

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_

Remittance Address:

City of Claremont

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

<b>CMAQ Project Fund Budget</b>	<b>Total Costs</b>	<b>Grant Revenue</b>	<b>City Contribution</b>
Preliminary Engineering	\$ 28,890.09	\$ 23,112.07	\$ 5,778.02
Preliminary Engineering Overpayment	\$ 563.51		\$ 563.51
ROW Acquisition	\$ 15,000.00		\$ 15,000.00
Attorney Fees	\$ 11,000.00		\$ 11,000.00
Easement Title Work	\$ 2,000.00		\$ 2,000.00
Easement Survey and Plats	\$ 13,000.00		\$ 13,000.00
Construction Administration	\$ 30,000.00	\$ 24,000.00	\$ 6,000.00
Construction Observation	\$ 84,000.00	\$ 67,200.00	\$ 16,800.00
Grant Administration	\$ 16,000.00		\$ 16,000.00
Construction	\$ 299,117.50	\$ 239,294.00	\$ 59,823.50
<b>Total</b>	<b>\$ 499,571.10</b>	<b>\$ 353,606.07</b>	<b>\$ 145,965.03</b>

**REQUEST FOR COUNCIL ACTION**

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

**To:** Mayor and the City Council

**From:** Leslie M. Meadows, City Planner

**Action Requested: Approval of Preliminary Plat for Oxford Way/Oxford Crossing**

The Oxford Crossing development was thrust into “major subdivision” category because a new Street, Oxford Way, is intended to be dedicated to the City. In Claremont’s ordinance major subdivision preliminary plats go to Planning Board and Council. If approved, a final plat must go to Planning Board and Council again. If the plat approval advances without delay, the final plat could be approved by Council by October 3<sup>rd</sup>.

The road is already built and has passed Wooten and the City’s inspections. The Conditional Use Permit required certain things to be shown on the plat, which were:

- 10% open space would remain undeveloped in perpetuity
- the interior drives would not be maintained by the City but by Oxford Crossing’s owner
- water and sewer easements would be dedicated to the City and shown on the plat
- outline where future driveways would be located on the outparcels, and
- ensure that the correct certificates and seals are displayed on the plat

On August 15<sup>th</sup>, the Planning Board determined the preliminary plat meets all necessary requirements, and recommends approval of the preliminary plat for Oxford Way as presented. A copy of plat is included, and a full-size copy of plat will be available at meeting.

**Recommendation: Motion to Approve Oxford Way Preliminary Plat, Proceed with Final Plat**



**REQUEST FOR COUNCIL ACTION**

Date of Meeting: September 6, 2016

**To:** Mayor and the City Council

**From:** Leslie M. Meadows, City Planner

**Action Requested: Approve Text Amendment to Zoning Ordinance # 06-16**

On August 15<sup>th</sup>, the Planning Board reviewed and accepted a proposed text amendment to the Conditional Use Permit requirements, as set forth in Title 9, Zoning Chapter 3, Article P, Sec. 9-3-267.

The suggested amendment would allow the Board of Adjustment to deny or modify CUP applications for more reasons than are allowed under the current code. The new proposed language adheres to the same standards that many other NC cities use, and ensures that new uses will not conflict with the City's long-term goals. Staff Report that was presented to the Planning Board is enclosed.

The specific proposed language is found in the attached Ordinance # 06-16. New language is **in red** and deletions are ~~in strikethrough~~.

**Recommendation: Adopt Ordinance # 06-16 As Presented**

**Adopt a statement of public interest:** *"This zoning amendment is in the public interest because it will help move the City toward its adopted goals".*

**Make a motion:** *"I move to APPROVE Ordinance # 06-16 because this CUP text amendment furthers consistency with many adopted plans."*

CITY OF CLAREMONT  
NORTH CAROLINA

ORDINANCE # 06-16

AN ORDINANCE TO AMEND TO THE CODE OF ORDINANCES

OF THE CITY OF CLAREMONT

TITLE 9

PLANNING AND COMMUNITY DEVELOPMENT

WHEREAS, the City of Claremont proposes to amend the Zoning Ordinance because it is important to update regulations as situations change;

WHEREAS, requirements for Conditional Use Permits are intended to promote health, safety, and general welfare, minimize neighborhood impacts, as well as provide consistency with long-term comprehensive plans;

WHEREAS, this amendment adheres to the same standards that many other cities use, with case law having been established on these Conditional Use Permit requirements, and the City of Claremont being able to consult with other cities on application of the standards to similar conditional use cases;

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) Section 9-3-267 is hereby amended by changing the following:

**Powers and duties of Board of Adjustment.**

The Board of Adjustment shall have the powers and duties enumerated below:

1. *Administrative review.* To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the Zoning Enforcement Officer in the enforcement of this chapter. A majority vote of the Board of Adjustment members is required to decide any appeal.

2. *Conditional uses.* To grant in particular cases and subject to the appropriate conditions and safeguards, permits for conditional uses as authorized by this chapter and set forth as conditional uses under the various use districts. A majority vote of the Board of Adjustment members is required to grant any conditional use. The Board shall not grant a conditional use permit unless and until:

a. A written application for a conditional use permit is submitted to the Zoning Enforcement Officer indicating the section of this chapter under which the conditional use permit is sought;

b. A public hearing is held. In accordance with Section 9-3-264, notice of such public hearing shall be mailed to the person or entity whose appeal, application or request is the subject of the hearing, to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing, to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing or within one hundred (100) feet of the property for which the conditional use permit is sought.

c. The Board of Adjustment finds that in the particular case in question the use for which the conditional use permit is sought ~~will not adversely affect the health, or safety of persons residing or working in the neighborhood of the proposed use, and will not be detrimental to the public welfare or injurious to property or public improvements in the neighborhood.~~

- 1) Does not materially endanger the public health or safety
- 2) Meets all required conditions and specifications
- 3) Would not substantially injure the value of adjoining property or, that if it does, there is a public necessity for siting the use as proposed
- 4) Will be in harmony with the area in which it is located and will be in general conformity with adopted plans (including but not limited to Thoroughfare Plans, Metropolitan Transportation Plans, Small Area Plans, Action Plans, Comprehensive or Land Development Plans, Recreation Plans, Downtown Development Plans and Economic Development Plans).

d. Compliance with other codes. Granting a conditional use permit does not exempt the applicant from complying with all of the requirements of building codes or other ordinances.

e. Revocation. If at any time after a conditional use permit has been issued, the Board of Adjustment finds that the conditions imposed and agreements made have not been or are not being fulfilled by the holder of a conditional use permit, the permit shall be terminated and the operation of such a use discontinued. If a conditional use permit is terminated for any reason, it may be reinstated only after a public hearing is held.

f. Expiration. In any case where a conditional use permit has not been exercised within the time limit set by the Board of Adjustment or within a period of one year if no specific time limit has been set the without further action the permit shall be null and void. Exercised, as set forth in this division, shall mean that binding contracts for construction of the main building shall have been let, or in the absence of contracts, that the main building is under construction to a substantial degree, or that prerequisite conditions involving substantial investment are contracted for, in substantial development, or completed (sewerage, drainage, etc). When construction is not a part of the use, exercised shall mean that the use is in operation in compliance with the conditions set forth in the permit.

g. Careful record. A careful record of such application and plat, together with a record of the action taken thereon, shall be kept in the office of the Zoning Enforcement Officer.

3. *Variances.* To authorize upon appeal in specific cases such variances from the terms of this chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of the chapter will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of the chapter shall be observed, public safety and welfare secured, and substantial justice done. To vary any provisions of this article, a concurring four-fifths (4/5) vote of the members of the Board is required.

Adopted this the 6<sup>th</sup> day of September, 2016.

---

Shawn Brown, Mayor

ATTEST:

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Wendy Helms, City Clerk



**Conditional Use Permits**  
Text Amendment Staff Report  
Claremont Planning Board  
August 15, 2016 7:00

**Background:**

Currently, a Conditional Use Permit (CUP) applicant must prove that his/her proposal

**1) will not harm the health, safety, and general welfare or people working or living in the neighborhood**

**2) will not be injurious to property or public improvements in the neighborhood.**

These two requirements are written in Claremont's ordinance and are common in Conditional Use Permit chapters.

This proposal is to modify the current language, and begin using the same standards as many other cities:

**1) Does not materially endanger the public health or safety**

**2) Meets all required conditions and specifications**

**3) Would not substantially injure the value of adjoining property or, that if it does, there is a public necessity for siting the use as proposed**

**4) Will be in harmony with the area in which it is located and will be in general conformity with adopted plans (including but not limited to Thoroughfare Plans, Metropolitan Transportation Plans, Small Area Plans, Action Plans, Comprehensive or Land Development Plans, Recreation Plans, Downtown Development Plans and Economic Development Plans).**

Item #4 introduces a new regulation that CUP's must be in accordance with City-adopted plans which ensures that a new use will not conflict with the City's long-term goals. An additional benefit of the proposed language in Items #1-4 is many cities use similar language so case law has been established on these points, and Claremont will be able to consult other cities of their application of the standards to similar cases.

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

This amendment would allow the Board of Adjustment to deny or modify CUP applications for more reasons than are allowed under the current code. Currently if an applicant can prove that the proposal will not harm or injure adjacent properties, the Board is legally obligated to approve the application even when the proposal may be against the City's goals. The "must be in accordance with adopted plans" provision is a common standard in CUP sections because it gives a Board a way to deny applications that aren't in harmony with the City's long-term plans.

The amendment would be consistent with the Land Development Plan and other adopted plans to the utmost because presently there is no mechanism to coordinate CUP applications with plans. Not just the Land Development Plan but all City-adopted plans would be covered by the amendment. Examples include: Thoroughfare Plans, Small Area Plans, Action Plans, Comprehensive or Land Development Plans, Recreation Plans, Downtown Development, and Economic Development Plans.

**Action Needed:**

Read this or a similar statement about how the amendment is in the public interest: **“This zoning amendment will help move the City towards its adopted goals.”**

Make a motion: **“I move to RECOMMEND APPROVAL because this amendment furthers consistency with many adopted plans.”**

**REQUEST FOR COUNCIL ACTION**

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

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve Contact with Wooten Company for Wastewater Treatment Needs Study**

In December of 2015, Council reviewed a draft scope of work for a future wastewater needs study to be done by the Wooten Company. At that time, no Council action was taken to allow the City to be eligible for grant funds.

As the City was recently awarded a Wastewater Regionalization and Merger Feasibility Grant for \$50,000, the City can now enter into an agreement with Wooten Company and have expenses covered under the grant. Attached is a contract with the Wooten Company for the wastewater needs analysis.

Included in the contract is a Scope of Work which includes:(1) reviewing past studies and evaluations; (2) updating wastewater flow projections for each wastewater treatment plant; (3) identifying a wide range of options for addressing the City's wastewater needs and meeting with appropriate staff of cities' to explore feasibility; (4) presenting a progress report to Council and with Council direction identifying the top few options for in-depth analysis; and (5) developing a more detailed cost estimate for each option.

**Recommendation:** Motion to Approve Contract with Wooten Company

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

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

the 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:

Wastewater Treatment Needs Study (“Project”).

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

Identify and evaluate options to meet future wastewater treatment needs.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: **Final Report to be submitted by June 30, 2017.**
- 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.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of

receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer 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.

### 3.01 *Termination*

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

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

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

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

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

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

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

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner

and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

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

6.01 *Total Agreement*

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

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

- 1. A Lump Sum amount of **\$ 50,000.00.**

- 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:**

City of Claremont

Typed Name: Catherine Renbarger

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

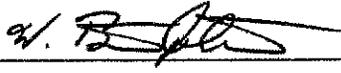
Title: City Manager

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

**ENGINEER:**

L.E. Wooten and Company dba  
The Wooten Company

Typed Name: W. Brian Johnson, PE

By  
(Signature): 

Title: Director, Civil/Env. Engineering

Date Signed: 8/29/16

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

State of: North Carolina

Address for giving notices:

3288 East Main Street

Claremont, NC 28610

Attn: Catherine Renbarger, City Manager

Address for giving notices:

1430 B Old Lenoir Road

Hickory, NC 28601

Attn: Clarence M. Lockamy, PE, PLS  
Hickory Branch Office Manager

**PRE-AUDITED STATEMENT**

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

Finance Officer:

Date:

\_\_\_\_\_  
TWC Officer's Initials

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  
WASTEWATER TREATMENT NEEDS STUDY**

**1.A. STUDY/REPORT SERVICES**

1. Kick-off meeting with City staff.
2. With assistance from the City, WPCOG and other agencies, obtain and review available past studies and evaluations of the City's wastewater collection and treatment system options. Particular emphasis will be placed on a December 2011 report prepared by Davis & Floyd, Inc. for Catawba County. This report identified options for Claremont's wastewater treatment needs with two (2) of the options being recommended for final consideration.
3. Update wastewater flow projections for each wastewater treatment plant from previous studies and City records. Re-evaluate current flow (both actual and committed) to each of the plants.
4. Using the previous reports, input from the City and additional analysis by The Wooten Company staff; identify and outline up to ten (10) options for addressing the City's wastewater treatment needs. Options will include plant expansion, transporting wastewater to Conover, Newton or Hickory, selling the City's sewer system and "Do Nothing".
  - a) Meet with the appropriate staff of the cities of Hickory, Conover and Newton, a maximum of two (2) times each to discuss Claremont's treatment options as they relate to each of these cities.
    - i) Determine, on a staff level, their willingness to assist Claremont with short and long term treatment needs.
    - ii) Discuss Claremont's monetary contributions to current and long range wastewater improvements needed by each City to accommodate Claremont's current and future wastewater flows.
    - iii) Determine likely fees and treatment charges from each City.
5. Meet once with the DWQ Regional office's staff to get their input on the various options under consideration.
6. Summarize these discussions in a Progress Report to be presented to the City's staff with a follow-up work session with the City Council.

- a) Progress Report will include an outline of the identified options, a summary of the discussions with each City, preliminary mapping as appropriate for each option and initial probable cost estimates.
7. Based on the discussions with City Council, select up to four (4) options for further evaluation.
  - a) Up to two (2) additional meetings will be held with those cities involved with the selected options, to 1) better define Claremont's monetary commitment; 2) discuss any pretreatment requirements; 3) determine availability of additional flow allocation to Claremont; 4) determine requirements for Claremont to control excessive inflow and infiltration (I/I) into their system and 5) probable length of commitment to Claremont.
8. Where applicable, develop mapping for each option which shows preliminary routes and locations of any needed wastewater infrastructure. From this mapping, we will determine: 1) potential easement requirements; 2) potential construction issues affecting cost (railroad crossing, etc.) and 3) potential environmental concerns.
9. Develop an estimate of probable cost for each option. From these estimates, provide a preliminary assessment of the impact on the City's current rate structure.
10. Meet with the City's staff and City Council to review and discuss final recommendations.
11. During the course of the study meet with the staff and/or City Council a maximum of six (6) times to discuss options as they are being developed and to provide updates on discussions with the various cities.

#### **1.B. ADDITIONAL SERVICES**

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

- (1) Prepare and submit Clean Water State Revolving Fund (CWSRF) Loan/Grant Application(s).
- (2) Prepare and submit funding application(s) for USDA or other agencies.
- (3) Preparation of Preliminary Engineering Report (PER) and Environmental Document (ED) in CWSRF, USDA's or other potential funding agency's required format.
- (4) Prepare a rate study for the City's water and sewer service.

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

- (1) Designate a person to act as the Owner's representative with respect to the work to be performed under the Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (2) Provide such legal accounting and insurance counseling services as may be required for the Project.
- (3) Assist the Engineer with the scheduling of meeting with other cities and/or state agencies that may be involved with the study.

- (4) Assist the Engineer by placing at his disposal all available information pertinent to the project as may be required by the Engineer.
- (5) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
- (6) 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.
- (7) 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.
- (8) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (9) 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.
- (10) Bear all cost of incidentals for the compliance with the requirements of this Article and the foregoing Article entitled "Additional Services".
- (11) Provide E-Verify Affidavit Document for Engineer's execution. Website address is:

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

END OF DOCUMENT

# Claremont August 2016 Dashboard Report

Police Dept.			Fire Dept.			Financials						
		Month	YTD			Month	YTD	% In	% Out			
Calls Answered		701	4768	Calls for Service		31	251	General Fund	6%	14%		
Citations Served		155	1062	Working Fires		2	23	Water/Sewer Fund	18%	11%		
Warnings		65	480	Training Hours		122	1899	<b>Rescue Squad</b>				
Number of Arrests		16	100	Prevention Programs		10	156					
Accidents		12	96	Structural Responses		16	73	<b>Month</b> <b>YTD</b>				
Warrants		24	199	EMS Calls		12	68	Calls for Service		358		
Open Cases		9	57							Training Hours		255
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements			
Officers Russell and Bumgarner attended and completed SFST school. Ofcr. Bumgarner attended National Night Out in Conover resulting in great PR with the community.			Community Day September 10th. 9/11 Remembrance 15th Anniversary			No Report						
Public Works			Utility Dept.			Planning & Zoning Dept.						
		Month	YTD			Month	YTD			Month	YTD	
Vehicles Serviced		22	114	Water Turned Off		11	98	Total Zoning Permits		3	17	
Recycling Tons- July 2016		8.64	64.68	Water Taps		0	2	Commercial Projects		1	3	
Solid Waste Tonnage		43.44	257.6	Water Purchased		8,023,020	67,405,383	New Dwelling Units		0	7	
Street Lights Replaced		6	68	Water Sold			43,777,970	Customers w/ Inquiries		9	94	
Work Orders		49	270	McLin WWTP Avg.			752,900	New Plats Reviewed		1	4	
Sewer Line Jetted/ Manholes		1819 (7)	14188 (59)	North WWTP Avg.			507,000	Plng Brd Agenda Items		3	21	
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements			
South Oxford Street -road edge has been repaved.			Water tower maintenance- Kelly Blvd exterior maintenance complete, Public Services tank interior complete.			Detailed review of Oxford Way Preliminary Plat. Revised CUP language for text amendment. Set Moritorium on M-1 Rezoning/CUP into action.						



**PLANNING BOARD  
MINUTES  
August 15, 2016**

*Members Present*

Robert Smith  
Gene Monday  
Larry Pannell  
Jeff Barkley  
Les Morrow  
Nick Colson  
Todd Setzer  
Crystal Clark

*Members Absent*

*Staff Present*

Elinor Hiltz, Planner  
Catherine Renbarger, City Manager  
Leslie M. Meadows, Planner

*Others Present*

Ron Lancaster, Alternate Member  
Gary Bost, Claremont Police Chief

***Call to Order***

Chairman Robert Smith called the meeting to order at 7:00 pm. It was announced that Planner Elinor Hiltz has taken a new position with the Catawba County Planning Department. Elinor's WPCOG contracted replacement, Planner Leslie Meadows, was introduced. New Planning Board alternate, Ron Lancaster, was also introduced.

***Approval of May 16, 2016 Planning Board Minutes***

Upon Jeff Barkley's motion and Les Morrow's second, the board unanimously approved the Minutes as presented.

**ZONING ACTIVITIES**

***Oxford Way Preliminary Plat***

The Oxford Crossing development has dedicated a new street, Oxford Way, to the City. The road is already built and has passed all inspections. Planner Hiltz provided copies of the Oxford Way preliminary plat, along with the checklist of ordinance requirements for plat review. Elinor confirmed that all ordinance requirements had been met. Gene Monday made the motion to approve plat as presented. Nick Colson seconded, and the board approved unanimously.

***Conditional Use Permit Text Amendment***

Under Claremont's current ordinance a Conditional Use Permit (CUP) applicant must prove that his/her proposal:

- 1) will not harm the health, safety, and general welfare or people working or living in the neighborhood**
- 2) will not be injurious to property or public improvements in the neighborhood.**

An amendment was brought forth for the board's consideration, which would allow the Board of Adjustment to deny or modify CUP applications for more reasons than are allowed under the current code. The new proposed language adheres to the same standards that many other cities use:

- 1) Does not materially endanger the public health or safety
- 2) Meets all required conditions and specifications
- 3) Would not substantially injure the value of adjoining property or, that if it does, there is a public necessity for siting the use as proposed
- 4) Will be in harmony with the area in which it is located and will be in general conformity with adopted plans (including but not limited to Thoroughfare Plans, Metropolitan Transportation Plans, Small Area Plans, Action Plans, Comprehensive or Land Development Plans, Recreation Plans, Downtown Development Plans and Economic Development Plans).

Case law has been established on these requirements, and Claremont will be able to consult other cities on application of the standards to similar cases. Also, item #4 introduces a new regulation that CUP's must be in accordance with City-adopted plans which ensures that a new use will not conflict with the City's long-term goals. Larry Pannell motioned for recommended approval, stating said zoning amendment furthers consistency with city goals and with state-wide standards. Les Morrow seconded, and the board approved unanimously.

#### ***Moratorium Memo***

Planner Hiltz informed the board that the City Council has instated a 60-day moratorium on conditional use permits in the Manufacturing District (M-1). A memo explaining the intent of the moratorium was discussed. In the time period between August 12 and October 11 staff will draft text amendments for Council to consider removing noxious uses from the Manufacturing District (M-1) and creating a new district called "Heavy Manufacturing" (M-2). The staff's proposal will be presented to the Planning Board on September 19, and the Council Public Hearing will be held on October 3, 2016. A draft example of possible Manufacturing amendments was given to each member to review and report to new planner, Leslie Meadows, anything they foresee as being of concern. Immediate changes must be made during the moratorium. Other associated amendments can be made additionally, as needed.

## **NEW BUSINESS**

### ***Sigmon Subdivision***

Chairman Smith mentioned the need to revisit the plat of the new Sigmon Subdivision. New units in back seem to be being built too close to railroad. Planner Leslie Meadows agreed to contact Chairman Smith about visiting this construction with sight plan in hand.

### ***Adjourn***

The meeting adjourned at 8:00.

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Robert Smith: Chairman

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Leslie M. Meadows: Planner

## Code Enforcement Report

September, 2016

	A	B	C	D
2	Property Owner	Property Address	Issue	Status
3	Jonathan Miller	3060 Oak St	unfinished house	Visited Aug. 8th. Owner seemed to be continuing to work on the house.
4	Janice Salyers	2730 E US Hwy 70	outdoor storage- Tim's Towing	Sent another violation citation announcing \$50-per-day fine starts on Sept. 15
5	Pierre Foods	3437 E Main St	missing buffer	Mr. Winner has agreed to plant 5-6' trees along driveway side and around back of existing fence, as well as to space out No Parking signs, by Oct. 1st
6	City of Claremont	2983 Lawrence	bamboo and kudzu	Public Works will tidy up this parcel this Fall.
7	Richard Shook	3092 Catawba St	sight triangle obstruction	Seemed trimmed Aug. 8th?
8	Elizabeth Murray & Mitzi Yount	000 Yount St	high grass	City mowed grass and is sending an invoice.
9	Oxford Crossing	2985 Oxford Way	storage building placement	Shed moved to back side of property as of Aug. 17.
10	Carpenter Realty	2985 Peachtree St Ext	high grass	Case closed. Had been mowed as of Aug. 8th.
11	Stanford Furniture	2860 N Oxford St	van without tags	Sent notice of violation with Aug 20 deadline. Still there Aug. 24th.
12	Town and Country Tire	N Oxford St	landscaping requirements	Mulched roadside beds, but have yet to plant required 11 bushes.
13	HealthSmart	N Oxford St	landscaping requirements	Street front requires a certain number of shade trees. Frontage measures ~98ft.



# CITY OF CLAREMONT

**Shawn R. Brown**  
Mayor

**Catherine Renbarger**  
City Manager

## MEMO

**TO:** Claremont City Council

**FROM:** Leslie M. Meadows, City Planner

**DATE:** September 6, 2016

**SUBJECT:** Official Zoning Map Updated

Claremont's official Zoning Map has been brought up to date, as of September 1, 2016. With the help of WPCOG GIS Technician Todd Stroupe, all known re-zonings, as well as any voluntary annexations that have extended the corporate limits of the City, are now displayed. Copies of the revised Zoning Map will be made available to the City's Public Works, Police, and Fire Departments.

A full-sized copy will be revealed at tonight's meeting.



# CLAREMONT NORTH CAROLINA

Recreation Meeting August 3<sup>rd</sup>

Attendees: **Danny Hedrick, Henry Helton, Kendra Hedrick, Roger Shook, Michael Orders, Thad Sparkman**

- Danny called the meeting to order.
- Henry had 6 people and lasted 1.5 hours for CPR. Everyone enjoyed it and obtained knowledge if someone were to need CPR in Churches and the community
- The committee discussed Touch-a-Truck. This event had a turnout of about 150 – 175 people and about 20 trucks. The committee discussed how it was one of the better touch-a-truck events.
- The Prayer Service sponsored by some of the churches in the community was July 31<sup>st</sup>. The event had a great turn out.
- The committee discussed another movie night in the park. The date September 10<sup>th</sup> at 8:30 p.m. The movies discussed were “The Jungle Book” “ Secret Life of pets”
- Committee members were asking about some ways to bring in new vendors to Claremont Daze.
- Michael stated that we would advertise in Macaroni Kids, Festival Net, and whofish to get a better turn out.
- The positioning for the Claremont Daze banners were brought up. The banners will be placed on I-40, At Claremont PD, HWY 70 and Bethany Church Rd. Possibly Frazier Dr.
- Danny suggested we get some bigger window posters with the extra fundraising received by sponsorships
- Danny note he had a list of businesses and names a few but would get a couple of copies for next meeting.
- Henry and Danny discussed the sizes and different sponsors for the advertisement and asked Henry if he would like a price on 4,000 copies. Michael would send the band pictures to Wallace printing
- Veterans Day was discussed Thad mentioned Rick Van Dett to be the speaker.
- Scaremont was discussed. Roger mentioned to make it work we would need more kids. We tried with the high school in the past.
- Henry mentioned he would ask the green room to participate in the event.

- We also discussed having an alternative celebration in the park instead. Including a band or a play, Vendors, Inflatables and Food.
- This would take place October 29<sup>th</sup> later on in the evening.