



# **CITY OF CLAREMONT CITY COUNCIL MEETING**

**Regular Meeting**

**November 2, 2015**

**7:00 PM**

**Claremont Police Department  
Training Room**

## **AGENDA**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. INVOCATION-** Dennis Richards, First Baptist Church
- 4. PLEDGE OF ALLEGIANCE**
- 5. MAYOR'S REPORT**
- 6. CONSENT AGENDA**
  - A. Regular Meeting Minutes –October 5, 2015
  - Closed Session Minutes-October 5, 2015
- 7. CITIZEN'S CONCERNS AND COMMENTS**
  - A. Catawba County Historical Association- Recognition for Bunker Hill Covered Bridge Waterline
- 8. PUBLIC HEARING**
  - A. Economic Incentive- Busbee Family Investments, LLC
- 9. OLD BUSINESS**
  - A. Budget Transfer
- 10. NEW BUSINESS**
  - A. Change Date of December Meeting
  - B. WPCOG Grant Administration For Building Reuse Grant
  - C. Ordinance 08-15 Amending the Fiscal Year 2016 Budget- PJ Stanley Fund, Powell Bill Fund and General Fund-Surplus Sales
  - D. Approve and Economic Development Agreement with Busbee Family Investments, LLC
- 11. DEPARTMENT & COMMITTEE REPORTS**
  - A. Department Dashboard Report
- 12. CITY MANAGER'S REPORT**
- 13. CLOSED SESSION**
- 14. ADJOURN**

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **November 2, 2015**

**To:** Mayor and the City Council

**From:** Wendy Helms, City Clerk

**Action Requested: Consent Agenda**

1. Regular Session Minutes – October 5, 2015
2. Closed Session Minutes – October 5, 2015

**Recommendation:** Approve as Presented



## **City of Claremont Regular Meeting Minutes Monday, October 5, 2015**

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, October 5, 2015.

The following members of the Claremont City Council were present: Mayor Shawn Brown, Councilmember Timothy Lowrance, Councilmember Dayne Miller, Councilmember Nicky Setzer, Councilmember D.B. Setzer and Councilmember Dale Sherrill.

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: Robert Smith, Lee Miller, Elinor Hiltz, Wayne Isenhour, Robert Winrow, John Cathey, Andrea Ramsey and Jason Lowrance.

### ***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 approved as presented.

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

The invocation was given by Councilmember Timothy Lowrance. Councilmember D. B. Setzer led the Pledge of Allegiance.

### ***4. MAYOR'S REPORT***

Mayor Brown reported on the Claremont Daze rescheduled events. He also informed those in attendance of the thank you cards sent from the Fulbright and Lowrance families.

## **5. CONSENT AGENDA**

**A. September 14, 2015, Regular Meeting Minutes** – Councilmember Dayne Miller made a motion to accept September 14, 2015 regular meeting minutes as presented. Councilmember Nicky Setzer seconded the motion. The motion passed unanimously.

**B. September 14, 2015, Closed Session Minutes** – Councilmember Dayne Miller made a motion to accept September 14, 2015 closed session minutes as presented. Councilmember Nicky Setzer seconded the motion. The motion passed unanimously.

## **6. CITIZEN’S CONCERNS & COMMENTS-** none

## **7. PRESENTATIONS-**

**A. Fire Prevention Week Proclamation-** Mayor Brown presented Chief Travis with a Proclamation in recognition of Fire Prevention Week October 4-10, 2015. This year’s theme is Hear the Beep, Where you Sleep. The Fire Department will have numerous events during the week to celebrate.

**8. PUBLIC HEARING-** Motion was made by Councilmember D.B. Setzer to open a public hearing at 7:08 p.m. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

City Planner, Elinor Hiltz, spoke briefly about changes to the zoning ordinances being recommended by the City Planning Board. Ms. Hiltz entertained questions from Council.

Motion was made by Councilmember Dale Sherrill to close the public hearing at 7:16 p.m. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

## **9. OLD BUSINESS-** none

## **10. NEW BUSINESS-**

**A. Change in location for November 2, 2015 meeting-** Motion was made by Councilmember Nicky Setzer to change the location of the November 2, 2015 meeting to the Police Department, due to voting set up at City Hall. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

**B. Resolution 07-15 Surplus Property-** The Fire Department is requesting to surplus a 1993 Spartan Fire Engine. This engine has been replaced by a new Smeal fire engine. Motion was made by Councilmember Timothy Lowrance to approve Resolution 07-15 to surplus a 1993 Spartan fire engine. Second was made by Councilmember D.B. Setzer. Motion passed unanimously.

**C. Memorandum of Understanding for Debt Set Off-** The North Carolina League of Municipalities Debt Setoff Program operates under NCGS 105-A and allows Cities to collect any debts that are over 60 days delinquent and at least \$50 at no cost to the City. Motion was made by Councilmember Dale Sherrill to approve the Memorandum of Understanding for Debt Setoff. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

***D. Resolution 08-15 Agreement to Participate in Debt Setoff Program-*** The City must by Resolution agree to participate in the Debt Setoff Program. Motion was made by Councilmember Dayne Miller to approve Resolution 08-15 to participate in the debt setoff program. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

***E. Ordinance 05-15 Amend the Code of Ordinances Title Nine Planning and Community Development-*** Ordinance 05-15 is to change City Ordinance to allow 50% of parking in front of a business, instead of no parking. The Planning Board recommended approval of this change at their August 17, 2015 meeting. Motion was made by Councilmember Dale Sherrill to approve Ordinance 05-15. Second was made by Councilmember D.B. Setzer. Motion passed unanimously.

***F. Ordinance 06-15 Amend the Code of Ordinances Title Nine Planning and Community Development-*** Ordinance 06-15 would allow car dealerships in the highway business district to have car sales in the front yard. The Planning Board recommended approval of this change at their August 17, 2015 meeting. Motion was made by Councilmember Timothy Lowrance to approve Ordinance 06-15. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

***G. Ordinance 07-15 Amend the Code of Ordinances Title Nine Planning and Community Development-*** A new state law requires that temporary health care structures, also known as medical cottages or granny pods, be permitted in residential districts for accessory uses. Ordinance 07-15 would put Claremont in conformance with the law. The Planning Board recommended approval of this change at their August 17, 2015 meeting. Motion was made by Councilmember Dale Sherrill to approve Ordinance 07-15. Second was made by Councilmember D.B. Setzer. Motion passed unanimously.

***H. Fire Department Presentation 9S Inspection-*** Fire Chief, Bart Travis gave Council a report on the results of the fire departments 9S Inspection. He also detailed the course of action being taken to comply with inspection results.

## ***11. DEPARTMENT & COMMITTEE REPORTS***

### ***A. Monthly Department Dashboard Report-***

Recreation- Michael Orders reminded everyone that on Saturday, October 24<sup>th</sup> Scaremont will be hosted in the City Park.

Police- Chief Bost introduced Joyce Cline to those in attendance. Ms. Cline has completed her training and is now on shift.

Fire- Chief Travis mentioned Fire Prevention Week, service testing has been completed, the new fire truck is in service and he gave Council a copy of the IAP for the recent severe weather.

Planning- Planner Elinor Hiltz informed Council of future changes needed to the zoning ordinances.

## ***12. CITY MANAGER REPORT***

City Manager Renbarger gave Council a quarterly financial report and spoke briefly about the next round of PJ Stanley Memorial Scholarships.

### ***13. CLOSED SESSION***

Motion was made by Councilmember Dayne Miller to go into a closed session in reference to G.S. 143-318.11(a) (4) and (6) at 7:47 p.m. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

Motion was made by Councilmember Nicky Setzer to go back into open session at 8:45 p.m. Second was made by Councilmember Dayne Miller.

### ***14. ADJOURN***

Motion was made by Councilmember D.B. Setzer to adjourn the meeting at 8:46 p.m. Second was made by Councilmember Nicky Setzer. 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



## City of Claremont Closed Meeting Minutes Monday, October 5, 2015

Upon motion made by Councilmember Dayne Miller, seconded by Councilmember Nicky Setzer, the City Council voted 5-0 to enter into closed session at 7:47 PM for the following purposes as permitted under N.C.G.S. § 143-318.11(4) and (6):

In Attendance: Mayor Shawn Brown, Councilmember Timothy Lowrance, Councilmember Nicky Setzer, Councilmember Dale Sherrill, Councilmember Dayne Miller, Councilmember D.B. Setzer, City Attorney Bob Grant, City Manager Catherine Renbarger, Clarence Lockamy and City Clerk Wendy Helms.

The following purposes as permitted under N.C.G.S. § 143-318.11(4):

1. North Plant and Catawba Valley Medical Center- Clarence Lockamy was present to guide Council into a decision on the decommissioning of the North Waste Water Treatment Plant. City Manager Renbarger offered Council three options on how to proceed. After deliberation Council accepted option number 3. This option will allow for a wide range of proposals to come before Council. With this option the land located at the North Plant will not be available to Catawba Valley Medical Center as previously discussed. Catherine will be in touch with the hospital on Tuesday to inform them of this decision.

2. Health Smart Pharmacy- Upon looking at the contract proposed by the Health Smart Pharmacy, questions were raised about the amount of investment involved and the refund of taxes paid. After lengthy discussion Council agreed to a maximum investment of \$550,000 and a grant of 100% of the City portion of the taxes for 6 years.

City Clerk Wendy Helms was excused at 8:31 p.m.

The following purposes as permitted under N.C.G.S. § 143-318.11(6):

1. Personnel- Council reviewed performance of the City Manager.

Closed session meeting adjourned and went back into regular session at 8:45PM. Motion made by Councilmember Nicky Setzer. Second was made by Councilmember Dale Sherrill.

Respectively submitted,  
Wendy L. Helms, City Clerk

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Shawn R. Brown, Mayor

Attested:

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Wendy L. Helms

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **November 2, 2015**

**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: **November 2, 2015**

**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 Busbee Family Investments, LLC.**

A public hearing is needed before the Council can enter into an economic development agreement with Busbee Family Investments 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 October 22, 2015.

**Recommendation:** Hold Public Hearing



**REQUEST FOR COUNCIL ACTION**

Date of Meeting: November 2, 2015

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Old Business**

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



## CITY OF CLAREMONT

**Shawn R. Brown**  
Mayor

Claremont, North Carolina

**Catherine Renbarger**  
City Manager

October 19, 2015

I, Stephanie Corn, authorize the following transfer in the Fiscal Year 2016 budget.

### Administration

<u>Line</u>	<u>Increase</u>	<u>Decrease</u>
10-5300-1700 Maint. Vehicles	\$ 3,587.50	
10-5300-3100 Gas, Oil, Grease		\$ 2,343.75
10-5300-3310 Small Tools / Equip.		\$ 1,243.75

This transfer does not increase or decrease the Fiscal Year 2016 budget.

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Stephanie Corn, Finance Officer

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Catherine Renbarger, City Manager

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **November 2, 2015**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Change Date of December City Council Meeting**

To accommodate a variety of scheduling conflicts, the Mayor has requested the City change the December City Council meeting date from December 7, 2015 to December 14, 2015. A motion is needed to officially change the meeting date.

**Recommendation:** Approve Change in Date of December Council Meeting to December 14, 2015.



**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **November 2, 2015**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Adopt Agreement with WPCOG for NC Department of Commerce Building Reuse Grant Administration**

In February, the City of Claremont was awarded \$240,000 in building reuse grant funds from the North Carolina Department of Commerce Rural Economic Development Division. Prysmian Cables and Systems USA, LLC intends to rehabilitate 10,000 square feet to restore a Fiber Optical Preform operation that will create 24 new full-time jobs.

This agreement will allow the WPCOG to provide the various administrative activities associated with the grant for an amount not to exceed \$12,000. Administrative activities include: project administration, assistance with development of the City's award package, preparation of all pay request recommendations, requisition of the grant funds, and preparation of all required reporting. Sufficient funds are included in the FY2015-2016 budget.

**Recommendation:** Approve as presented.

AGREEMENT BETWEEN THE  
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND  
THE CITY OF CLAREMONT  
FOR THE PROVISION OF  
ADMINISTRATIVE ASSISTANCE  
NORTH CAROLINA DEPARTMENT OF COMMERCE  
RURAL ECONOMIC DEVELOPMENT DIVISION  
PRYSMIAN CABLES AND SYSTEMS USA, LLC  
BUILDING REUSE GRANT  
OCTOBER 1, 2015 – FEBRUARY 17, 2017

This AGREEMENT, entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Claremont, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

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

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

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

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

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

of \$12,000 (twelve thousand dollars) for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. It is expressly understood and agreed that total compensation shall not exceed the sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein should be completed and all required reports, maps, and documents submitted during the period beginning October 1, 2015 and ending February 17, 2017.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
10. **Access to Records and Record Retainage.** All official project records and

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

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

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

LOCAL GOVERNMENT:  
CITY OF CLAREMONT

PLANNING AGENCY:  
WESTERN PIEDMONT  
COUNCIL OF GOV'TS.

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

LOCAL GOVERNMENT:

PLANNING AGENCY:

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

Preaudit statement:

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

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

Local Government Finance Officer

ATTACHMENT A  
SCOPE OF SERVICES

CITY OF CLAREMONT  
NORTH CAROLINA DEPARTMENT OF COMMERCE  
RURAL ECONOMIC DEVELOPMENT DIVISION  
WORK PROGRAM/BUDGET  
OCTOBER 1, 2015 – FEBRUARY 17, 2017

Introduction

The Western Piedmont Council of Governments (WPCOG) has worked with City of Claremont on the NC Department of Commerce Rural Economic Development Division Building Reuse Grant for Prysmian Cables and Systems USA, LLC. The company intends to rehabilitate the property located at 2512 Penny Road, Claremont NC, 28610 and create 24 new full-time jobs.

The Scope of Services proposal is intended to describe the various administrative activities the WPCOG will provide as related to the NC Department of Commerce Rural Economic Development Division Building Reuse grant funds.

WPCOG Services

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

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

The City will be responsible for the following:

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

### Administrative Fee

The WPCOG proposes to provide the above-described services for a fee not to exceed contract of \$12,000.

### Amendments and Termination

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

### Assurances

Assurances are attached as a part of the Agreement

## ASSURANCES OF COMPLIANCE

### ATTACHMENT B

#### Executive Order 11246

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

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

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

## ATTACHMENT C

### Section 3 Clause

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

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

## ATTACHMENT C

### Lobbying Clause

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

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

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: November 2, 2015

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve Ordinance 08-15 Amending the FY2015-2016 Budget**

This item amends the PJ Stanley, Powell Bill, and General Funds. The amendment:

- Appropriates funds in the PJ Stanley fund for additional scholarships for the spring.
- Appropriates funds in the Powell Bill fund for the Centennial Boulevard expansion project. The \$70,000 in contributions represents private funds donated from the Monday and Busbee families.
- Appropriates funds in the General Fund for fire department vehicle maintenance.

**Recommendation:** Approve Ordinance 08-15.



City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 08-15

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

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

**PJ Stanley Scholarship Fund**

<u>Revenues</u>	<u>Increase</u>	<u>Decrease</u>
Appropriated Fund Balance 15.3990.0000	\$2,000	
<hr/> Total	<hr/> \$2,000	
 <u>Expenditures</u>		
Scholarships 15.5200.0000	\$2,000	
<hr/> Total	<hr/> \$2,000	

**Powell Bill Fund**

<u>Revenues</u>	<u>Increase</u>	<u>Decrease</u>
Contributions 11.3360.0000	\$70,000	
Appropriated Fund Balance 11.3990.0000	\$30,000	
<hr/> Total	<hr/> \$100,000	
 <u>Expenditures</u>		
Engineering Services 11.5700.0450	\$5,000	
Contracted Services 11.5700.4500	\$95,000	
<hr/> Total	<hr/> \$100,000	

**General Fund**

<u>Revenues</u>	<u>Increase</u>	<u>Decrease</u>
Sale of Surplus Property 10.3830.0000	\$3,000	
<hr/> Total	<hr/> \$3,000	
 <u>Expenditures</u>		
Maintenance of Vehicles 10.5300.1700	\$3,000	
<hr/> Total	<hr/> \$3,000	

INTRODUCED at the regular meeting of the City Council of the City of Claremont on November 2, 2015.

ADOPTED at the regular meeting of the City Council of the City of Claremont on November 2, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **November 2, 2015**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Approve Economic Development Agreement with Busbee Family Investments, LLC.**

Busbee Family Investments, LLC intends to invest in excess of \$550,000 in new equipment and a building at the Company's new location at 3119 North Oxford Street. This new investment has the possibility to create new jobs and will spur development.

Under the terms of this agreement, the City will provide an economic development incentive grant to Busbee Family Investments, LLC in an amount equal to 100% of the City's ad valorem taxes paid by the company for a period of six consecutive years.

**Recommendation:** Approve Economic Development Agreement as presented



Prepared by: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28603

NORTH CAROLINA

TAX BASE ADDITION ECONOMIC  
DEVELOPMENT INCENTIVE AGREEMENT

CATAWBA COUNTY

This Tax Base Addition Economic Development Incentive Agreement ("this Agreement") is entered into by and between the CITY OF CLAREMONT ("City"), a political subdivision of the State of North Carolina, and BUSBEE FAMILY INVESTMENTS, LLC ("Company"), a North Carolina limited liability company, having a place of business located in Catawba County, North Carolina.

WITNESSETH:

WHEREAS, pursuant to the authority of North Carolina General Statutes §158-7.1, City has, after conducting a public hearing on this Agreement, agreed to provide certain incentives to Company upon the terms and conditions described hereinafter; and

WHEREAS, Company has represented to City that it intends to invest in excess of \$850,000.00 in new equipment and a building to be built at Company's location at 3119 North Oxford Street, the City of Claremont, Catawba County (Catawba County Tax Parcel 3752-16-94-7273); and

WHEREAS, based upon Company's representations, City has agreed to provide certain economic development incentives for Company's additions to City's ad valorem tax base:

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

1. Company shall invest at least \$550,000.00 by July 1, 2016 in new equipment and a building at Company's location at 3119 North Oxford Street, the City of Claremont, Catawba County (Catawba County Tax Parcel 3752-16-94-7273).

2. Subject to the terms and conditions set forth herein, City will pay to Company for a period of six (6) consecutive years after the completion of the new building, a tax base grant in an amount equal to one hundred percent (100%) of the City's ad valorem taxes paid by Company to Catawba County Tax Office for benefit of the City which are attributable to J. Robert Busbee and/or Company's acquisition of the land and additions to ad valorem tax base due to the new building and installation of new equipment at Company's new location between December 1,

2014 and July 1, 2016, provided that no tax base grant shall be paid to Company by the City prior to verification by the County that at least \$550,000.00 in new equipment and/or a building has been added to the real and/or personal property tax rolls for the Company's property at 3119 North Oxford Street, Claremont, NC (Catawba County Tax Parcel 3752-16-94-7273). Company may choose to begin the six (6) year grant period either the 2016 tax year or the 2017 tax year. Company must notify City, in writing prior to May 1, 2016, which tax year it elects to begin the six (6) year grant period. If notification in writing is not given by the Company to City by May 1, 2016, the beginning tax year for commencement of this grant shall be the 2017 ad valorem tax year.

3. During the six (6) year period that Company is eligible to receive tax base addition grants, the grant(s) for each calendar year will be paid to Company within thirty (30) days after Company's delivery to City proof of Company's payment of all of its City ad valorem tax bills for that calendar year in full.

4. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of City within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers as a donation or a lending of the credit of the City within the meaning of the State constitution. This Agreement shall not directly or indirectly or contingently obligate the City to make any payments beyond those appropriated in their sole discretion, respectively, for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's monies, nor shall any provision of this Agreement restrict, to any extent prohibited by law, any action or right of action on the part of any future City governing body. To the extent of any conflict between this paragraph and all other provision of this Agreement, this paragraph shall take priority.

5. Company's interest in this Agreement is not assignable without the prior express written consent of City, which may be given or withheld in its sole discretion.

6. (a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

(b) Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

- (i) If to Company, J. Robert Busbee, Post Office Box 512, Claremont, North Carolina 28610-0512: with a cc to Terry M. Taylor, P.O. Drawer 2428, Hickory, North Carolina 28603; and
- (ii) If to City, to City Manager, City of Claremont, Post Office Box 446, Claremont, North Carolina 28610.

(c) Any communications hereunder sent to a party shall also be sent to all other parties.

(d) Any addressee may designate additional or different addresses for communications by notice given under this paragraph to each of the others.

(e) If Company does not invest at least \$550,000.00 in new equipment, and/or site improvements by September 1, 2016, either party may terminate this Agreement by giving thirty (30) days written notice to the other party (the "Noticed Party"). If the Noticed Party provides documentation of investment as required herein, then this termination option is null and void. In the event this Agreement is terminated because of failure of the Company to invest at least \$550,000.00 as herein provided, each party shall be released from all obligations to the other party arising under this Agreement, and the Company shall repay to the City all tax base addition grant monies received from the City, if any, pursuant to this Agreement.

7. If any provision of this Agreement shall be determined to be unlawful or otherwise unenforceable, all other provisions of this Agreement shall remain in full force and effect.

8. This Agreement constitutes the entire agreement between the parties, and this Agreement shall not be modified except in writing signed by both parties.

9. No official, agent or employee of the City shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions Contemplated hereby. Such officials, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.

10. Company represents that this Agreement, and the execution of this Agreement by its Manager as indicated below, has been approved in the manner required by its articles of organization, any operating agreement, and the applicable laws of its jurisdiction of

incorporation, and that when duly executed and delivered as indicated below, this Agreement will constitute a valid and binding contract as to Company.

11. City represents that this Agreement, and its execution by its designated representatives, as indicated below, has been approved by its official body and in conformity with its Charter, Code of Ordinances, and the applicable laws of the State of North Carolina, and that when duly executed and delivered as indicated below, this Agreement will constitute a valid and binding contract as to the City.

12. This Agreement is entered into pursuant to the laws of the State of North Carolina, and shall be construed and enforced thereunder, In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Superior Court of Catawba County, North Carolina.

CITY OF CLAREMONT

ATTEST

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

By: \_\_\_\_\_  
Shawn R. Brown, Mayor  
City of Claremont

NORTH CAROLINA  
CATAWBA COUNTY

I, \_\_\_\_\_, a Notary Public of Catawba County, State of North Carolina, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is City Manager for the City of Claremont, and that by authority duly given and as the act of the City of Claremont, the foregoing instrument was signed in its name by the Mayor of the City of Claremont, and attested by the City Clerk in the manner aforesaid.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
Notary Public's Printed Name  
My                      Commission                      Expires:  
\_\_\_\_\_

BUSBEE FAMILY INVESTMENTS, LLC

By: \_\_\_\_\_  
J. Robert Busbee, Manager

NORTH CAROLINA  
CATAWBA COUNTY

I, \_\_\_\_\_, a Notary Public of Catawba County, State of North Carolina, certify that J. Robert Busbee personally came before me this day and acknowledged that he is Manager of BUSBEE FAMILY INVESTMENTS, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
Notary Public's Printed Name  
My Commission Expires:

\_\_\_\_\_

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **November 2, 2015**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: Department Dashboard**

**Recommendation:** Informational



# Claremont October 2015 Dashboard Report

Police Dept.			Fire Dept.			Financials		
	Month	YTD		Month	YTD		% In	% Out
Calls Answered	448	6261	Calls for Service	26	240	General Fund	19%	35%
Citations Served	108	1304	Working Fires	3	35	Water/Sewer Fund	31%	17%
Warnings	33	623	Training Hours	238.5	1867.5			
Number of Arrests	1	71	Prevention Programs	40	262	<b>Rescue Squad</b>		
Accidents	6	52	False Alarms	3	20		Month	YTD
Warrants	2	115	EMS Calls	6	56	Calls for Service	45	911
Open Cases	6	50				Training Hours	33	543
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Officer Mike Kirby was moved as a from part-time to full time status.			26 Responses 9 personnel per avg. 9s Inspection, Fire Prevention Week 10/3-10/10, Scaremont 10/24, 10/18 Responder Ceremony Joy Bapt Church.			Helped local agencies during the recent rains. Rescue 1 helped out with the TR classes at Claremont Fire. Council invited to the December meeting, for a special event, details to follow.		
Public Works			Utility Dept.			Planning & Zoning Dept.		
	Month	YTD		Month	YTD		Month	YTD
Vehicles Serviced	11	107	Water Turned Off	8	110	Zoning Permits	2	40
Recycling %- Sep 2015	96%		Water Taps	0	15	Residential Permits	2	13
Solid Waste Tonnage	43.01	277.94	Water Purchased		68,456,771	Commercial Permits	0	5
Street Lights Replaced	10	70	Water Sold		59,045,444	Enforcement Cases	1	50
Work Orders	21	350	McLin WWTP Avg.		713,200	Planning Board Work	0	17
Sewer Line Jetted	1,055	13,406	North WWTP Avg.		343,400	Safety Permits	0	6
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Located and repaired water leak on Dogwood Dr., maintained storm drains, cleaned culverts			Sewer taps installed at South Oxford business and South Depot residence.					

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: **November 2, 2015**

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested: City Managers Report**

**Recommendation:** Informational



**REQUEST FOR COUNCIL ACTION**

Date of Meeting: November 2, 2015

**To:** Mayor and the City Council

**From:** Catherine Renbarger, City Manager

**Action Requested:** Closed Session

**Recommendation:** Motion needed to go into closed session