



**CITY OF CLAREMONT
CITY COUNCIL MEETING
Regular Meeting
December 14, 2015
7:00 PM
Claremont City Hall**

AGENDA

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. INVOCATION-** Dennis Marshall, Bethlehem United Methodist Church
- 4. PLEDGE OF ALLEGIANCE**
- 5. MAYOR'S REPORT**
- 6. CONSENT AGENDA**
 - A. Regular Meeting Minutes –November 2, 2015
 - B. 2016 Meeting Schedule
 - C. Consideration to Accept the Abstract Votes Received During the November 3, 2015 Election
- 7. CITIZEN'S CONCERNS AND COMMENTS**
- 8. PUBLIC HEARING**
 - A. Economic Incentive Agreement- Substance, Inc.
- 9. OLD BUSINESS**
 - A. Budget Transfers
- 10. PRESENTATIONS**
 - A. Spring PJ Stanley Scholarship Award
 - B. National League of Cities Leadership Awards
 - C. Outgoing Council Appreciation
- 11. OATH OF OFFICE AND SEATING OF CITY COUNCIL**
 - A. Swear in New Council Members
- 12. RECESS MEETING OF PRESENT CITY COUNCIL**
- 13. NEW BUSINESS**
 - A. Election of Mayor Pro Tempore
 - B. Resolution 13-15 Western Piedmont Council of Government Delegate
 - C. Appoint a Member to the Metropolitan Planning Organization
 - D. Committee Appointments
 - E. Resolution 10-15 Honoring Nicky Setzer
 - F. Resolution 11-15 Honoring Dale B. Setzer Jr.
 - G. Resolution 12-15 Dedicating the Training Room at Claremont Rescue to Gary Reitzel

H. Resolution 14-15 Approving a Tax Base Addition Economic Incentive Agreement with Substance Inc.

I. Scope of Work for Wastewater Future Needs Study

14. DEPARTMENT & COMMITTEE REPORTS

A. Department Dashboard Report

15. CITY MANAGER'S REPORT

A. 2016-2017 Budget Calendar

16. CLOSED SESSION

A. G.S. Consult with Attorney- G.S. 143-318.11 (3)

17. ADJOURN

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Consent Agenda

1. Regular Session Minutes – November 2, 2015
2. 2016 Council meeting schedule
3. Consideration to accept the abstract votes received during the November 3, 2015 election

Recommendation: Approve as Presented



City of Claremont Regular Meeting Minutes Monday, November 2, 2015

The regular City Council meeting of the City of Claremont was held in the training room located at the Claremont Police Department at 7:00 p.m. on Monday, November 2, 2015.

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

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

Others in attendance were: Robert Smith, Lee Miller, Elinor Hiltz, Robert Winrow, Cole Travis, Lisa Travis, Dennis Richards, Paul Beatty, Amber Clawson, Bill Hart, Becky Hart, David Morrow, Andrea Ramsey and Jason Lowrance.

1. CALL TO ORDER

Mayor Pro Tem Timothy Lowrance 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 Reverend Dennis Richards from Claremont First Baptist Church. Police Chief Gary Bost led the Pledge of Allegiance.

4. MAYOR'S REPORT

No report.

5. CONSENT AGENDA

A. October 5, 2015, Regular Meeting Minutes – Councilmember Nicky Setzer made a motion to accept October 5, 2015 regular meeting minutes as presented. Councilmember D.B. Setzer seconded the motion. The motion passed unanimously.

B. October 5, 2015, Closed Session Minutes – Councilmember Nicky Setzer made a motion to accept October 5, 2015 closed session minutes with one correction. Councilmember D.B. Setzer seconded the motion. The motion passed unanimously.

6. CITIZEN'S CONCERNS & COMMENTS- Amber Clawson with the Catawba County Historical Society presented the City with the Rebecca Hart Preservation Award. The Historical Society expressed their thanks for help with the Bunker Hill Covered Bridge Project.

7. PUBLIC HEARING- Motion was made by Councilmember Nicky Setzer to open a public hearing at 7:11 p.m. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

Busbee Family LLC intends to invest \$850,000 in land, equipment and building, at 3119 North Oxford Street. The City would make a grant in an amount equal to the City's portion of the ad valorem taxes for six years.

Motion was made by Councilmember Nicky Setzer to close the public hearing at 7:13 p.m. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

8. OLD BUSINESS-

A. Budget Transfer- Transfer of funds to allow for maintenance of vehicles at the fire department. Informational only.

9. NEW BUSINESS-

A. Change in date for the December 2015, meeting- Motion was made by Councilmember Nicky Setzer to change the date of the December, 2015 meeting to December 14th, due to scheduling conflicts. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

B. WPCOG Grant Administration for Building Reuse Grant- 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 Cable Systems intends to rehabilitate 10,000 square feet to restore Fiber Optical Perform Operations, in turn creating 24 new full time jobs. This agreement will allow the WPCOG to perform various administrative activities associated with the grant for a sum not to exceed \$12,000.

Motion was made by Councilmember D.B. Setzer to approve the agreement with WPCOG for administrative assistance. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

C. Ordinance 08-15 Amending the FY 2016 Budget – This amendment amends the FY 2016 budget to include funds for additional scholarships in the PJ Stanley fund, incorporates the \$70,000 in private contributions to expand Centennial Blvd., and moves funds into the fire department vehicle maintenance line.

Motion was made by Councilmember Dale Sherrill to approve Ordinance 08-15 amending the budget. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

D. Resolution 09-15 Approve Economic Development Agreement with Busbee Family Investments- This resolution will approve the economic development agreement with Busbee Family LLC. The City will offer an incentive grant equal to 100% of the City's portion of ad valorem taxes paid by the company for six consecutive years.

Motion was made by Councilmember Dale Sherrill. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

10. DEPARTMENT & COMMITTEE REPORTS

A. Monthly Department Dashboard Report-

Public Works- Christmas lights to be installed and lit beginning November 27th.

Police- Chief Bost introduced Michael Kirby, our newest full time officer, to those in attendance. Mr. Kirby has been a part time officer since 2005. Chief Bost also informed Council of information he received from the State. Claremont is listed as the 11th safest suburb in North Carolina.

Fire- Chief Travis gave an update on events during October.

Planning- Planner Elinor Hiltz informed Council that the next meeting of the Planning Board is November 16, 2015. Work is being performed on the Land Development Plan.

Recreation- Phase 2 of Claremont Daze will be held on November 7th. Veterans Day Service will be held at the City Park on November 11th at 11 a.m.

Youth Council- Cole Travis spoke on behalf of the Youth Council. Service project for this year will be Toys for Tots. They will also be selling hot chocolate at the City Yard Sale.

11. CITY MANAGER REPORT

City Manager Renbarger reported that the Catawba County Arts Council gave an \$800 grant to the Claremont Daze activities. The 1993 Spartan fire truck has been sold. Fiscal year 2015 audit is nearing completion.

12. ADJOURN

Motion was made by Councilmember Dayne Miller to adjourn the meeting at 7:30 p.m. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

Respectfully submitted,
Wendy L. Helms, City Clerk

Shawn R. Brown, Mayor

Attested:

Wendy L. Helms, City Clerk



Item 6B

**CLAREMONT
NORTH CAROLINA
MEETING SCHEDULE 2016**

January 4, 2016

February 1, 2016

March 7, 2016

April 4, 2016

May 2, 2016

June 6, 2016

July 11, 2016

August 1, 2016

September 6, 2016

October 3, 2016

November 7, 2016

December 5, 2016



2015 MUNICIPAL ELECTION
11/03/2015
ABSTRACT OF VOTES
FOR
CATAWBA COUNTY, NORTH CAROLINA

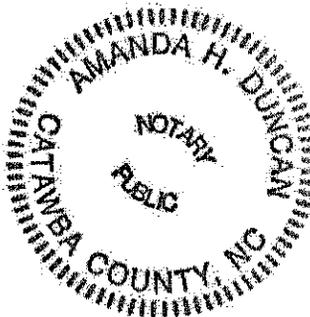
INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State. (GS § 163-182.6)

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 10th day of November, 2015.



[Signature]

Chairman

[Signature]

Secretary

[Signature]

Member

This day personally appeared before me, David W. Hood, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 10th day of November, 2015.

[Signature]
Official Signature of Notary Public

Amanda H. Duncan
Printed/Typed Name of Notary Public

My Commission Expires: 01/22/2018

(Seal)

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 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: December 14, 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 Substance Incorporated.

A public hearing is needed before the Council can enter into an economic development agreement with Substance Incorporated 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 December 4.

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: Hold Public Hearing

REQUEST FOR COUNCIL ACTION

Date of Meeting: **December 14, 2015**

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Budget Transfers

Funds were moved to better align Christmas Parade funds and to pay for maintenance of vehicles in the fire department.

Recommendation: Informational, no action needed.



CITY OF CLAREMONT

Shawn R. Brown
Mayor

Catherine Renbarger
City Manager

9-Dec-15

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

<u>Line</u>	<u>Increase</u>	<u>Decrease</u>
10-4100-9100 Youth Council		\$ 400.00
10-6200-8200 Christmas Parade	\$ 400.00	
10-6200-5150 Recreation Programs		\$ 300.00
10-62008200 Christmas Parade	\$ 300.00	
10-5300-1600 Maint. Of Equipment		\$2,000.00
10-5300-1700 Maint. Of Vehicles	\$2,000.00	

These transfers do not increase or decrease the 2016 budget.

Stephanie Corn, Finance Officer

Catherine Renbarger, Cty Manager

REQUEST FOR COUNCIL ACTION

Date of Meeting: **December 14, 2015**

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: PJ Stanley Memorial Scholarship

The PJ Stanley Memorial Scholarship Committee has reviewed the applications for the spring semester award to honor former City Councilman James “PJ” Stanley. The recipient will receive a \$1,000 scholarship. The recipient of the spring 2016 award is:

Matthew Quarles

Graduate of South Caldwell High School

Member of the Hickory Fire Department

Attending CVCC for Fire Protection Technology

Recommendation: Present Spring 2016 Scholarship Award

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: National League of Cities Leadership Awards

Councilmember Timothy Lowrance will present Mayor Shawn Brown with his Silver Certificate- Leadership Executive.

Mayor Brown will present Councilmember Nicky Setzer with his certificate and keepsake for his Diamond Certificate- Leadership Regent.

Recommendation: Present the Awards

REQUEST FOR COUNCIL ACTION

Date of Meeting: **December 14, 2015**

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Outgoing Council Appreciation

1. Mayor Brown will make comments then open the floor to Council members.
2. Award Presentations

Recommendation: Present the Awards

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Swear in Council Members

Oath of Office will be given to each newly elected and re-elected Council Member.

1. M. Dale Sherrill
2. David Morrow
3. Lee Miller

Recommendation: Give the Oath of Office



CITY OF CLAREMONT
NORTH CAROLINA

Oath of Office
City Councilmember

I, _____, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the state of North Carolina not inconsistent therewith, and I will faithfully discharge the duties of my office as City Councilmember, so help me God.

12-14-2015

Witnessed before me, Wendy Helms, this 14th day of December, 2015.

Wendy L. Helms, City Clerk

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Recess Meeting of City Council

Recommendation: Fifteen minute recess to allow for Council members and families to finish business. New Council will take their spots when the meeting reconvenes.

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Selection of Mayor Pro Tempore

Per the City Charter, the Council shall select one member to serve as the Mayor Pro Tempore after an election. The Mayor Pro Tempore shall perform all the duties of the Mayor in the Mayor's absence.

Recommendation: Vote on a Mayor Pro Tempore

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Resolution 13-15

The City of Claremont is an active member of the WPCOG. To ensure fair representation the WPCOG asked all of its members to designate one voting member and one alternate member to the Policy Board each calendar year.

Recommendation: Appoint a voting delegate and an alternate to the WPCOG Policy Board.



CITY OF CLAREMONT
North Carolina

RESOLUTION 13-15

**ESTABLISHING WESTERN PIEDMONT COUNCIL OF GOVERNMENTS POLICY BOARD MEMBERS FOR
2016**

WHEREAS, the City of Claremont is an active member of the Western Piedmont Council of Governments;
and

WHEREAS, the Western Piedmont Council of Governments Policy Board is comprised of council
members of this member jurisdiction; and

WHEREAS, in order to ensure fair representation from all of its members the Western Piedmont Council
of Governments has asked each member city to designate one voting delegate and one alternate to the
Western Piedmont Council of Governments for the calendar year 2016.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Claremont that the Council hereby
designates Councilmember _____ to serve as the Council's voting delegate to the Western
Piedmont Council of Governments for the calendar year 2016.

BE IT FURTHER RESOLVED that the Council hereby designates Councilmember _____ to
serve as the Council's alternate voting delegate to the Western Piedmont Council of Governments for the
calendar year 2016.

Adopted this 14th day of December 2015.

Shawn R. Brown, Mayor

Attested:

Wendy L. Helms, City Clerk

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Appoint a Member to the Metropolitan Planning Organization

The City of Claremont is also represented at the Greater Hickory Metropolitan Planning Organization Board (MPO). Claremont also needs to appoint one member to represent the City as a Transportation Advisory Committee Board Member (TAC).

Recommendation: Also, appoint a representative to the Greater Hickory Metropolitan Planning Organization Board (MPO), as a Transportation Advisory Committee Member (TAC).

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

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

Action Requested: Make Appointments or Provide Direction on Committee Appointments

The election process also calls for the appointment of City Council members to various committees. The City currently has the following advisory committees: Youth Council, Recreation Committee, Appearance Committee, and the PJ Stanley Committee.

These committees were each created with different authorities and with different membership requirements. Council may choose to appoint new members to the committees or to direct staff to revisit the Resolution or Ordinance creating each committee (if one exists) and work with Council and Committee members to propose any necessary revisions to ensure the committees are currently structured to meet the needs of Council.

	Creation & Authority	Required Membership	Current Members
Youth Council	--	0	--
Recreation Committee	Ordinance No. 196-92; Resolution 07-11	0	--
Appearance Committee	Resolution drafted; never adopted	1	David Morrow
PJ Stanley Committee	Resolution 10-11	1	Dale Sherill

Recommendation: Provide Direction on Appointments to Advisory Committees

REQUEST FOR COUNCIL ACTION

Date of Meeting: **December 14, 2015**

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Resolution 10-15

Resolution 10-15 is honoring Nicky E. Setzer for serving the Claremont community for 28 years of dedicated service to the City of Claremont.

Recommendation: Present and approve Resolution 10-15 Honoring Nicky Setzer.



CITY OF CLAREMONT
North Carolina

RESOLUTION 10-15

A RESOLUTION OF APPRECIATION TO NICKY E. SETZER FOR SERVICE TO THE COMMUNITY

Whereas, the City Council of the City of Claremont, North Carolina, wishes to acknowledge and express appreciation to *Nicky E. Setzer* for his dedicated service to the citizens of Claremont; and

Whereas, *Nicky E. Setzer* was elected to a seat on the Claremont City Council in 1987 and has dutifully served the citizens of Claremont for 28 years; and

Whereas, he served as the City of Claremont representative for the Policy Board of the Western Piedmont Council of Governments beginning his service in 1998; and

Whereas, he served as Chairman of the Western Piedmont Council of Government Policy Board in 2006 and 2007; and

Whereas, he has obtained a Diamond certificate from the National League of Cities, served the Claremont Jaycees, been a member of the Appearance Commission and the Recreation Committee; and

Whereas, he has served in many other civic and charitable endeavors, seeking to make the Claremont community a better place to live, work and play;

Now, therefore be it resolved by the City Council of the City of Claremont, North Carolina, that deep gratitude and sincere appreciation are expressed to *Nicky E. Setzer* for his leadership and dedicated service to the citizens of Claremont as a member of the City Council from 1987 to 2015.

Be it further resolved, that a copy of this resolution be made part of the permanent records of the City of Claremont, and a copy thereof, which has been duly executed by the Mayor and City Clerk, be presented to *Nicky E. Setzer*.

In witness whereof, I, Shawn R. Brown, Mayor of the City of Claremont, have hereunto set my hand and caused to be affixed the official seal of the City of Claremont, this the 14th day December, 2015.

Shawn R. Brown, Mayor

ATTEST:

Wendy L. Helms, City Clerk

REQUEST FOR COUNCIL ACTION

Date of Meeting: **December 14, 2015**

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Resolution 11-15

Resolution 11-15 is honoring D.B. Setzer for dedicated service to the City of Claremont.

Recommendation: Present and approve Resolution 11-15 Honoring D.B. Setzer.



CITY OF CLAREMONT
North Carolina

RESOLUTION 11-15

A RESOLUTION OF APPRECIATION TO DALE B. SETZER, JR. FOR SERVICE TO THE COMMUNITY

Whereas, the City Council of the City of Claremont, North Carolina, wishes to acknowledge and express appreciation to *Dale B. Setzer, Jr.* for his dedicated service to the citizens of Claremont; and

Whereas, *Dale B. Setzer, Jr.* was elected to a seat on the City Council, where he dutifully served from 2011 to 2015; and

Whereas, he served as the City of Claremont representative for the Greater Hickory Metropolitan Planning Organization (MPO) board of the Western Piedmont Council of Governments, as a Transportation Advisory Committee (TAC) member; and

Whereas, he has served 23 years as a member of the Claremont Fire Department, was a member of the Claremont Jaycees and has graduated from Leadership Catawba; and

Whereas, he has served as an employee of CT Management as Rental Manager for Catawba Truck Rental for 38 years;

Whereas, he has served in many other civic and charitable endeavors, seeking to make the Claremont community a better place to live, work and play;

Now, therefore be it resolved by the City Council of the City of Claremont, North Carolina, that deep gratitude and sincere appreciation are expressed to *Dale B. Setzer, Jr.* for his leadership and dedicated service to the citizens of Claremont as a member of the City Council from 2011 to 2015.

Be it further resolved, that a copy of this resolution be made part of the permanent records of the City of Claremont, and a copy thereof, which has been duly executed by the Mayor and City Clerk, be presented to *Dale B. Setzer, Jr.*

In witness whereof, I, Shawn R. Brown, Mayor of the City of Claremont, have hereunto set my hand and caused to be affixed the official seal of the City of Claremont, this the 14th day December, 2015.

Shawn R. Brown, Mayor

ATTEST:

Wendy L. Helms, City Clerk

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

To: Mayor and the City Council

From: Wendy Helms, City Clerk

Action Requested: Resolution 12-15

Claremont Rescue Squad has asked the City to make an official record naming the training room at the Rescue Squad after long time member Gary Reitzel.

Recommendation: Approve Resolution 12-15 Dedicating the Training Room at Claremont Rescue Squad to Gary Reitzel.

RESOLUTION 12-15

**A RESOLUTION DEDICATING THE TRAINING ROOM AT CLAREMONT RESCUE SQUAD IN HONOR OF
GARY F. REITZEL**

Whereas, Gary Reitzel joined the Squad on July 12, 1977 after obtaining his EMT. He has held the following officer positions at Claremont Rescue Squad. Gary was 1st Lieutenant from 1979-1980, 2nd Lieutenant from 1980-1983 and Secretary/Treasurer from 1983 – present.

Whereas, Gary Reitzel has also held the following positions for the Catawba County Rescue Association. Gary was secretary from 1982-1984, Commander from 1984-1986 and the treasurer from 1997-2002.

Whereas, Gary Reitzel was also the Area 9 secretary for the North Carolina State Rescue Association from 1993-2002. Gary has been named the Claremont Rescue Squad Member of the Year in 1992 and 1995. He was also named the Outstanding Young Rescuer of the Year by the Claremont Jaycees in 1980.

Whereas, Gary Reitzel was the Catawba County EMS Employee of the Year in 1989, he was also nominated for the National EMS Award – The Robert E. Motley EMT of the Year in 1988.

Whereas, The City of Claremont wishes to ensure that the legacy of Gary F. Reitzel is forever remembered in the Claremont Community, and surrounding Communities.

Whereas, Gary has been instrumental in promoting and helping to build Claremont Rescue Squad over the past 38 years, including the purchase of our rescue vehicles and equipment. Gary has also helped with and worked at all 15 Pig Picking and Poker Runs. Gary also helped with the remodeling of the training room at Claremont Rescue Squad.

Now, Therefore, be it resolved, that Claremont City Council, hereby dedicate the Training Room in Claremont Rescue Squad as the Gary F. Reitzel Training Room.

Adopted this 14th day of December, 2015

Shawn R. Brown, Mayor

Attested:

Wendy L. Helms, City Clerk

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

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

Action Requested: Approve Economic Development Agreement with Substance Incorporated

Substance Incorporated is a manufacturer of pressure materials for the outdoor signage market, with an emphasis on motorsports applications. Substance Inc. plans to construct and equip a manufacturing facility at 3000 Frazier Drive in Claremont and invest no less than \$3,429,000. As a result of this improvement, a minimum of 9 new jobs will be created at the facility with improvements to be made and new jobs to be created between November 1, 2015 and December 31, 2020.

Under the terms of this agreement, the City will provide an economic development incentive grant to Substance Inc. in an amount equal to 40% of the City’s ad valorem taxes associated with the additional value for five years. Cumulative payment by the City will not exceed \$33,605.

Grant Year	Maximum Payment By City by Year
1	\$ 6,721
2	\$ 6,721
3	\$ 6,721
4	\$ 6,721
5	\$ 6,721
Total	\$ 33,605

Under the terms of the agreement, the City also commits to extending sewer lines and sewer service to the boundary of the property by June 30, 2016. While this agreement only commits the City to providing sewer service to the boundary of the property, the City has applied for Industrial Development Grant Funds that would enable the City to provide sewer service to Substance Incorporated’s preferred connection location. Grant funds will be awarded on December 17.

Substance Inc. will file a petition to voluntarily annex the portion of the parcel not

currently in the City limits by January 31, 2016.

Catawba County has also approved an incentive grant for Substance Incorporated.

Recommendation: Approve Resolution 14-15

RESOLUTION NO: 14-15

A RESOLUTION APPROVING A TAX BASE ADDTION
ECONOMIC INCENTIVE AGREEMENT WITH
SUBSTANCE INCORPORATED

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, Substance Incorporated has represented to City that it intends to invest in excess of \$3,429,000.00 in new equipment and a commercial building to be built at 3000 Frazier Drive, the City of Claremont, Catawba County (Catawba County Tax Parcel 3751-08-99-9754); and to create a minimum of nine new jobs at the facility; and

WHEREAS, Substance Incorporated 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 Substance Incorporated investment of new commercial building and equipment 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, Substance Incorporated has agreed to invest at least Three Million Four Hundred Twenty-Nine Thousand (\$3,429,000) in a new building, equipment, and/or site improvements between November 1, 2015 and December 31, 2020 at the location set forth above; and

WHEREAS, Substance Incorporated and the City of Claremont have negotiated an Economic Incentive Agreement, a copy of which is attached hereto, setting forth the Agreement between Substance Incorporated and the City of Claremont whereby, subject to the terms and conditions of the said Agreement, the City will agree to extend a sewer line to the boundary of the herein described tax parcel and will for five years make an annual grant to Substance Incorporated in an amount equal to forty percent (40%) of the additional taxes received by the City as the result of value added to the tax value of Catawba County Tax Parcel 3751-08-99-9754 by reason of the new building, equipment, and/or site improvements upon condition that Substance Incorporated complete the investment of at least \$3,429,000 and create nine new jobs on our before December 1, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CLAREMONT THAT the Tax Base Economic Incentive Agreement with Substance Incorporated be approved and executed by the City upon condition that the same be timely executed by a duly authorized representative of Substance Incorporated.

This the 14th day of December, 2015

Shawn R. Brown, Mayor

ATTEST:

Wendy L. Helms,
City Clerk

Prepared by:
Robert M. Grant, Attorney
City of Claremont
3288 E. Main St, Claremont, NC 28610

STATE OF NORTH CAROLINA

**CITY OF CLAREMONT AND SUBSTANCE
INCORPORATED ECONOMIC DEVELOPMENT
AGREEMENT**

COUNTY OF CATAWBA

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this ___ day of ____, 2015, by and between **City of Claremont** (the "City"), a North Carolina municipal corporation, having a mailing address of **3288 E. Main St, Claremont, NC, 28610**, and **Substance Incorporated** ("SUBSTANCE" or "Company"), a North Carolina corporation qualified to do business in the State of North Carolina, having a mailing address of 128 Talbert Road, Suite D, Mooresville, NC 28117.

WITNESSETH:

WHEREAS, North Carolina General Statute (NCGS) 158-7.1(a) 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 SUBSTANCE is engaged in manufacturing plastic printing film and sheets within the meaning of NCGS 158-7.1; and

WHEREAS, SUBSTANCE intends to construct and equip a manufacturing facility ("Improvements") at 3000 Frazier Drive, Claremont, NC, Parcel ID # 375108999754 (the "Property"), at a cost of not less than Three Million Four Hundred Twenty-nine Thousand Dollars (**\$3,429,000**) and intends to create a minimum of nine (9) new jobs at the facility, with the improvements to be made and new jobs to be created between November 1, 2015 and December 31, 2020 (the "Improvement Period"); and

WHEREAS, SUBSTANCE 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, SUBSTANCE 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 – SUBSTANCE INCORPORATED

1. On or before January 31, 2016 SUBSTANCE shall:
 - 1.1 Deliver to City a certificate confirming that SUBSTANCE has acquired, or has caused to be acquired, the real Property and installation of the Improvements that will result in the creation, maintenance and future availability of a minimum of 9 new jobs prior to December 31, 2020, and that the overall average weekly wage will equal or exceed the 100% Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce's Wage Standards for each year that City pays SUBSTANCE the economic development incentive provided for herein. SUBSTANCE affirms understanding of, and agrees to comply with, the Calendar of Responsibilities as outlined in Exhibit "A". Such certificate shall be in the form or substantially in the form of the certificate attached to this Agreement as Exhibit "A".
 - 1.2 Provide an Opinion of Counsel for SUBSTANCE in form and substance reasonably satisfactory to City, that this Agreement has been duly authorized, executed and delivered by SUBSTANCE; and
 - 1.3 Provide an Opinion of Counsel for SUBSTANCE in form and substance reasonably satisfactory to City, stating that this Agreement is binding upon and enforceable against SUBSTANCE in North Carolina, in accordance with its terms.

2. In order to induce City to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, SUBSTANCE represents and warrants that, as of the execution date hereof:
 - 2.1 SUBSTANCE is a North Carolina corporation 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 SUBSTANCE 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 SUBSTANCE has the right, authority and duty to execute this Agreement in the name and on behalf of SUBSTANCE;
 - 2.4 This Agreement (i) is the valid and binding instrument and agreement of SUBSTANCE enforceable against SUBSTANCE in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on SUBSTANCE's charter documents or operating agreement of SUBSTANCE or any provision of any indenture, agreement or other instrument to which SUBSTANCE 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 SUBSTANCE is a party;

- 2.5 There is no suit, claim, action or litigation pending, or to the knowledge of SUBSTANCE 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 SUBSTANCE is not engaged in a business that would be exempt from property taxes.
3. SUBSTANCE shall make or cause to be made investments to the Property and Improvements during the Improvement Period. Cumulative expenditures will meet or exceed Three Million Four Hundred Twenty-nine Thousand Dollars (**\$3,429,000**) by December 31, 2020, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Catawba County Tax Office, and SUBSTANCE further agrees to maintain in place, in good condition (ordinary wear and tear excepted), said Improvements for three years after the final incentive payment.
 4. SUBSTANCE shall create a minimum of 9 new jobs at the Property in Claremont by December 31, 2020 and maintain or make available these jobs in place until at least 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.
 5. On or before January 31, 2016, SUBSTANCE shall file or cause to be filed with the City of Claremont a petition by the owner of the real property 3000 Frazier Drive, Claremont, NC, Parcel ID # 375108999754 requesting voluntary annexation of the real property bearing Parcel ID # 375108999754 by the City of Claremont pursuant to petition filed in accordance with NCGS 160A-131.

SECTION II – CITY

6. On or before December 31, 2015 City shall deliver to SUBSTANCE an Opinion of Counsel for City, in form and substance reasonably satisfactory to SUBSTANCE 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(a) 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. In order to induce SUBSTANCE 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:

- a. City is a North Carolina body politic corporate in nature and existing under North Carolina law;
 - b. 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;
 - c. The undersigned authorized representative of City has the right, authority and duty to execute this Agreement in the name and on behalf of City;
8. 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. In accordance with the provisions of subparts c. and d. of this Section, City will provide annual payments equal to 40% of the ad valorem taxes associated with the additional value (exclusive of rolling stock) as paid to City by or on behalf of SUBSTANCE as the result of the Real and Personal Property Improvements (exclusive of rolling stock) made by SUBSTANCE, for a five year period, commencing with the taxes payable for the tax values on January 1, 2017, and January 1 of the succeeding four years for investments made pursuant to paragraph 4 above with maximum payments as reflected in the chart below.
 - b. In no event will the cumulative payments by City exceed Thirty-three Thousand Six Hundred Five Dollars (\$33,605).

Grant Year	Maximum Payment By City by Year
1	\$ 6,721
2	\$ 6,721
3	\$ 6,721
4	\$ 6,721
5	\$ 6,721
Total	\$ 33,605

- c. Said amounts shall be payable annually, beginning in 2018 (Grant Year 1) payable through 2022.
- d. *Upon payment of real and personal property ad valorem taxes by or on behalf of 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, proof of payment of taxes, verifying that Company has created and maintained jobs as agreed herein, City will, within sixty (60) days of Company's proof of payment of taxes due as provided in subsection d. below, pay to Company an Economic Development Incentive payment the amount of which is calculated by multiplying by .40 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, 2015. This same process will be followed by City and Company in each of the immediately following four (4) years.*

- 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 certifications required by this Section-7 8 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.
9. City will extend sewer lines and sewer service to the boundary of The Property by June 30, 2015. SUBSTANCE shall be responsible for installation of all sewer lines upon the Property and the fees and cost of connection to the City's sewer lines in accordance with the City's Sewer Policies.

SECTION III – OTHER

10. Force Majeure. Notwithstanding the provisions of Paragraph 9 11, in the event SUBSTANCE 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 SUBSTANCE; 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 SUBSTANCE 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 SUBSTANCE 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 SUBSTANCE is relieved from the effect of an event of force majeure and resumes completion of the improvements.
11. 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 SUBSTANCE 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 the creation of a minimum of 9 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 SUBSTANCE 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 SUBSTANCE this

shall be deemed a breach of the Agreement and notwithstanding paragraph 12 below, the sole remedy for this failure will be that City will not owe SUBSTANCE any incentive that may have otherwise been due had those filings properly been made when due.

- c. 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 SUBSTANCE to City in connection with the transaction described in this Agreement, shall, to SUBSTANCE' knowledge, to be false or misleading in any material respect at the time given;
- d. If SUBSTANCE 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;
- e. If City, except in the event of force majeure, fails to pay SUBSTANCE 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;
- f. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of SUBSTANCE or of the whole or any substantial part of their properties, or approves a petition filed against SUBSTANCE 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 SUBSTANCE or of the whole or any substantial part of their properties;
- g. 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

- h. If SUBSTANCE 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.
12. City Remedy: If SUBSTANCE 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 SUBSTANCE shall immediately reimburse City the cost of extension of sewer lines to the Property and refund to City all economic development incentive payments paid to SUBSTANCE 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 SUBSTANCE receives the notice of the Event of Default and prime will be the prime rate as published in the *Wall Street Journal (WSJ)*. SUBSTANCE shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, or such longer period to which the parties agree in writing to cure the Event of Default.
13. SUBSTANCE Remedy: If City fails to cure an Event of Default for which it receives written notice from SUBSTANCE, the obligations of SUBSTANCE 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, or such longer period to which the parties agree in writing to cure the Event of Default.
14. SUBSTANCE 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 SUBSTANCE 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, SUBSTANCE 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 SUBSTANCE challenging the legality of this Agreement, then City and SUBSTANCE shall exercise their best efforts to defend against any and all such lawsuits, at their own cost and expense. In any event, if SUBSTANCE is required to repay funds to City pursuant to this paragraph 12, the benefit of this Agreement to SUBSTANCE will have been lost and all further obligations of SUBSTANCE hereunder shall terminate.
15. 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
 Post Office Box 446.
 Claremont, NC, 28610

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

SUBSTANCE: Substance Incorporated
Attn: Matthew D. Cohn, President/CEO
4541 Lookout Dam Road
Catawba, NC 28609

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

16. This Agreement shall inure to the benefit of, and is binding upon, City and SUBSTANCE and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, nor claims created by this Agreement may be transferred by SUBSTANCE without the prior, written approval of City, which approval will not be unreasonably withheld.
17. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.
18. 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.
19. 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.
20. 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.
21. The term of this Agreement shall commence on the date of execution and expire upon payment by City of all payments due to SUBSTANCE and SUBSTANCE fulfilling all of its requirements including real and personal property investments and the creation and maintenance of jobs, unless earlier terminated as provided herein.
22. Both SUBSTANCE 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 SUBSTANCE 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

Clerk

Substance Incorporated

By: _____ **(Seal)**
Matthew D. Cohn
President/CEO

STATE OF NORTH CAROLINA
CITY OF CATAWBA

I, _____ a Notary Public of said City and state, certify that _____ 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 City 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 _____, 2015.

[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 Matthew D. Cohn, President/CEO of Substance Incorporated personally appeared before me this day and acknowledged on behalf of Substance Incorporated the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2015.

[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.

_____ Finance Director

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

_____ Bob Grant, City Attorney

EXHIBIT A
Joint Economic Development Agreement
Between City of Claremont and Substance Incorporated

CERTIFICATE

TO: City of Claremont

This Certificate is delivered pursuant to Paragraph 1.1 and Paragraph 8 of the Joint Economic Development Agreement (the "Agreement"), dated _____, 2015, between City of Claremont ("City") and Substance Incorporated ("SUBSTANCE"). 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 SUBSTANCE that:

- (a) SUBSTANCE has, or has caused to be, acquired the real property necessary for the construction of the Facility and the Improvements; and
- (b) SUBSTANCE will create, maintain and make available a minimum of 9 new net jobs prior to December 31, 2020 and the overall average weekly wage will equal or exceed the 100% Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce's Wage Standards for each year that City pays Substance the economic development incentive provided for herein; and
- (c) SUBSTANCE agrees to comply with the Calendar of Responsibilities listed below.

Calendar of Responsibilities:

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

Substance Incorporated

BY: _____

TITLE: _____

EXHIBIT B
Joint Economic Development Agreement
Between City of Claremont and Substance Incorporated

CERTIFICATE

TO: City of Claremont

This Certificate is delivered pursuant to Paragraph 8 and Paragraph 11 of the Joint Economic Development Agreement (“the “Agreement”) dated _____, 2015, between City of Claremont (“City”) and Substance Incorporated (“SUBSTANCE”). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

SUBSTANCE 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__.

Substance Incorporated

BY: _____

TITLE: _____

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 and documentation as required by (f).

Calendar of Responsibilities:

- By January 5: SUBSTANCE makes payment to City according to Tax Listing filed by January 31st of the previous year unless extension is requested and approved for April 15th. Any extension request must be filed by January 31st.
- By March 5: SUBSTANCE must provide Exhibit B proof of payment of taxes and supporting documentation as required the Agreement and this Exhibit B.

By April 15: SUBSTANCE must provide Real/Personal Property Tax listings to Catawba 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: December 14, 2015

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Informational only; no action requested.

On October 1, 2015 a Council Workshop was held to discuss future wastewater infrastructure and financing. During the discussion, Council provided direction that they would like to further evaluate future options for the City of Claremont's wastewater treatment. As a result, on October 30, 2015 the City issued a Request for Qualifications for a Wastewater Treatment Needs Study. Several qualified engineering firms responded. After analysis, staff selected Wooten Company and asked for a formal proposal for the project.

Attached is a Scope of Work for the study from Wooten Company for a wastewater needs study. The Scope of Work 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; (5) developing a more detailed cost estimate for each option; and (6) preparing an Engineering Report and Environmental Information Document that will allow us to apply for State funds. A more detailed Scope of Work is attached. Under the current proposal, a final report will be submitted to the City by June 30, 2016.

The cost of providing this study is estimated to be \$67,850. Grant funds may be available. To allow the City to be eligible for grant funds, the contract will formally be adopted in 2016. A draft contract is attached.

Recommendation: Informational only; no action requested.

APPENDIX 2 – SCOPE OF WORK

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. Prepare an Engineering Report and Environmental Information Document (ER/EID) in the N.C. Division of Water Infrastructure's Clean Water State Revolving Fund (CWSRF) program's Minor ER/EID format.
11. Meet with the City's staff and City Council to review ER/EID and discuss final recommendations.

12. 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.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

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

City of Claremont (“Owner”)

and

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

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

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, 2016.**
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

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 \$ **67,850.00**.

- 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 – Study/Report, Additional Services and Services Provided by the Owner

Appendix 3 – Client's E-Verify Affidavit

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

OWNER:

ENGINEER:

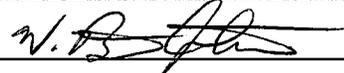
City of Claremont

L.E. Wooten and Company dba
The Wooten Company

Typed Name: Catherine Renbarger

Typed Name: W. Brian Johnson, PE

By (Signature): _____

By (Signature): 

Title: City Manager

Title: Director, Civil/Env. Engineering

Date Signed: _____

Date Signed: 12/1/15

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

State of: North Carolina

Address for giving notices:

Address for giving notices:

3288 East Main Street

1430B Old Lenoir Road

Claremont, NC 28610

Hickory, NC 28601

Attn: Catherine Renbarger, City Manager

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: _____

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

Engineer's Standard Hourly Rates

APPENDIX 1 SCHEDULE OF FEES ENGINEERING COST BREAKDOWN HOURLY RATES FOR WAGE CATEGORIES	
Wage Category	Hourly Billing Rate
Engineer IV	\$ 172
Engineer III	\$ 125
Engineer II	\$ 95
Engineer I	\$ 84
Designer IV	\$ 121
Designer III	\$ 97
Designer II	\$ 75
Designer I	\$ 63
Inspector III	\$ 85
Inspector II	\$ 75
Inspector I	\$ 67
Surveyor Project Manager	\$ 135
Project Surveyor	\$ 93
Survey Field Supervisor	\$ 72
Survey Technician	\$ 52
GIS Analyst III	\$ 97
GIS Analyst II	\$ 70
Construction Admin III	\$ 172
Construction Admin II	\$ 125
Architect II	\$ 121
Planner IV	\$ 174
Planner III	\$ 147
Planner II	\$ 125
Planner I	\$ 93
Community Development Planner I	\$ 114
Project Coordinator	\$ 93
Planning / Community Development Specialist II	\$ 81
Planning / Community Development Specialist I	\$ 70
Project Assistant	\$ 65
Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.	
The Wooten Company makes annual adjustments on July 1st. The above hourly rates reflect current rates for the period through June 30, 2016. Hourly billing rates (per diem rates) will change effective July 1, 2016 to reflect Direct Payroll Costs (salaries) being paid at that time.	

APPENDIX 2

**TO THE
ENGINEERING SERVICES CONTRACT
BETWEEN**

THE CITY OF CLAREMONT
AND

L.E. WOOTEN AND COMPANY DBA THE WOOTEN COMPANY
FOR

WASTEWATER TREATMENT NEEDS STUDY

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

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. Prepare an Engineering Report and Environmental Information Document (ER/EID) in the N.C. Division of Water Infrastructure's Clean Water State Revolving Fund (CWSRF) program's Minor ER/EID format.
- 11. Meet with the City's staff and City Council to review ER/EID and discuss final recommendations.
- 12. 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.

13. Provide a maximum of 16 bi-weekly email progress updates to the staff.

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 PER/EID in USDA's or other potential funding agency's format.
4. Prepare a rate study for the City's water and sewer service.
5. Expand the Minor ER/EID should the selected option require the use of the CWSRF's Major ER/EID format.

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>

REQUEST FOR COUNCIL ACTION

Date of Meeting: **December 14, 2015**

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Department Dashboard

Recommendation: Informational

Claremont November 2015 Dashboard Report

Police Dept.			Fire Dept.			Financials		
	Month	YTD		Month	YTD		% In	% Out
Calls Answered	617	6878	Calls for Service	20	260	General Fund	27%	44%
Citations Served	96	1400	Working Fires	4	42	Water/Sewer Fund	39%	28%
Warnings	63	686	Training Hours	459	2326.5			
Number of Arrests	12	83	Prevention Programs	32	294	Rescue Squad		
Accidents	11	63	False Alarms	0	20		Month	YTD
Warrants	17	132	EMS Calls	7	63	Calls for Service		1070
Open Cases	10	60				Training Hours	33	600
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Several Officers completed a driving school in Lenoir. Arrested subject trying to break into Hewitt's Store. Made an arrest for Sexual Assault case. Investigating several counterfeit money cases.			20 Responses 10 personnel per avg. 7 responses to Structure(s) Avg personnel 10.7. Goal is 12 members 3 apparatus. Santa Christmas Party 12/13, 1800.			Christmas party on December 10th. Special presentation that night. Added 3 new members in the past 2 months.		
Public Works			Utility Dept.			Planning & Zoning Dept.		
	Month	YTD		Month	YTD		Month	YTD
Vehicles Serviced	14	121	Water Turned Off	8	118	Zoning Permits	1	41
Recycling %- Oct 2015	68%		Water Taps	0	15	Residential Permits	0	13
Solid Waste Tonnage	35.1	313.04	Water Purchased	9,865,080	78,321,851	Commercial Permits	1	6
Street Lights Replaced	12	82	Water Sold	8,541,624	67,587,068	Enforcement Cases	0	50
Work Orders	34	384	McLin WWTP Avg.	164,000	1,026,200	Planning Board Work	0	17
Sewer Line Jetted	2321+8	15,735	North WWTP Avg.	79,000	419,300	Safety Permits	0	6
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Repaired storm drains, continue to pick up leaves.			Checked sewer outfall lines after rainfall, started on inflow and infiltration in sewer system.			Comprehensive Plan Demographic Meeting, one plat, one commercial project pending (Substance Inc), potential text amendment and rezoning pending.		

REQUEST FOR COUNCIL ACTION

Date of Meeting: **December 14, 2015**

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: City Managers Report

Recommendation: Informational



DRAFT
City of Claremont
Budget Calendar
For Fiscal Year 2016-2017

Date	Description
December 14, 2015	City Council receives budget calendar
January 15, 2016	Department heads submit CIP requests
February 1, 2016	Department heads submit proposed FY 16/17 goals
February 16, 2016	Department head meeting to review/revise goals
February 19, 2016	Manager finalizes recommended CIP
February 26, 2016	Departments submit line item budget requests to Finance Director
February 29, 2016	Finance Officer submits revenue estimates
March 5, 2016	Council, Manager, and Staff workshop to discuss FY 2016-17 Budget, Goals, and CIP
March 14-18, 2016	Manager and departments hold budget meetings
April 15, 2016	Staff finalizes, prints and prepares budget for distribution
May 2, 2016	Manager submits recommended FY 2016/17 Budget to Council
May 9-20, 2016	Additional budget workshops, if needed
June 6, 2016	Public Hearing, City Council adopts FY 2016/17 Budget

Bold = Council Involvement

REQUEST FOR COUNCIL ACTION

Date of Meeting: December 14, 2015

To: Mayor and the City Council

From: Catherine Renbarger, City Manager

Action Requested: Closed Session

Attorney Bob Grant has requested a Closed Session in reference to G.S. 143-318.11(3) Attorney Client Privilege.

Recommendation: Motion needed to go into closed session