

**CITY OF CLAREMONT
CITY COUNCIL MEETING
AGENDA PACKET**



**May 5, 2014
Claremont City Park
7:00 pm**



**CITY OF CLAREMONT
CITY COUNCIL MEETING
Regular Meeting
May 5, 2014
7:00 PM
Large Shelter, Claremont City Park**

AGENDA

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. INVOCATION & PLEDGE OF ALLEGIANCE**
- 4. MAYOR'S REPORT & PROCLAMATIONS**
 - A. National Police Week
 - B. National Public Works Week
- 5. CONSENT AGENDA**
 - A. Regular Meeting Minutes – April 7, 2014
 - B. Closed Session Minutes- April 7, 2014
 - C. Interlocal Contract for HGAC Buy Cooperative Purchasing
 - D. Resolution 19-13 Planning Board Appointment
- 6. CITIZEN'S CONCERNS AND COMMENTS**
- 7. PRESENTATIONS**
 - A. Fiscal Year 2014 Managers Recommended Budget
- 8. PUBLIC HEARINGS**
 - A. City of Claremont Voluntary Annexation 14-01
- 9. OLD BUSINESS**
- 10. NEW BUSINESS**
 - A. Ordinance 12-13 Annexation 14-01
 - B. Ordinance 13-13 FY 14 Budget Amendment
 - C. Resolution 20-13 Parks & Recreation Master Plan
 - D. Agreement for Wastewater Operations
 - E. Ordinance 14-14 Fire Dept Command Structure
 - F. Budget Transfer

11. DEPARTMENT & COMMITTEE REPORTS

- A. Youth Council
- B. Parks & Recreation Committee
- C. Monthly Department Dashboard Report

12. CITY MANAGER'S REPORT

13. CLOSED SESSION

14. ADJOURN

City of Claremont Board & Committee Meetings

<u>City Council Meeting</u> 1 st Monday of each month	June 2 nd	Council Chambers 7:00pm
<u>Planning Board</u> 2 nd Monday of each month	May 12 th	Council Chambers 7:00 pm
<u>Appearance Committee</u> 4 th Monday of each month	May 27 th	Claremont Library 6:00 pm
<u>Parks & Recreation</u> 4 th Monday of each month	May 27 th	Claremont City Offices 6:00 pm
<u>Youth Council</u> 1 st Sunday of each month	June 8 th	Council Chambers 3:00 pm
<u>Friends of the Library</u> 4 th Tuesday of each month	May 27 th	Claremont Library 6:00 pm
<u>Claremont Tailgate Market</u> Every Friday beginning May 16 th		City Hall Parking Lot 3-6pm

NOTES:



City of Claremont

Mayors Proclamation

WHEREAS, the Congress of the United States of America has designated May 15th as peace Officers Memorial day, and in the week in which May 15th falls as National Police week; and

WHEREAS, the members of the law enforcement agency of the City of Claremont play an essential role in safeguarding the rights and freedoms of the City of Claremont; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of the law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against deception and the weak against oppression; and

WHEREAS, it is known that 105 American Police Officers were killed in the line of duty somewhere in the United States in 2013. So now our community joins with other cities and towns to honor all Peace Officers everywhere.

NOW, THEREFORE I, Shawn R. Brown, Mayor of the City of Claremont, call upon all citizens of the City of Claremont and upon all patriotic, civic, and educational organizations to observe the week of May 11th-May 17th 2014 as:

“Claremont Police Week”

with appropriate ceremonies and observances in which all people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

In witness whereof I have hereunto set my
Hand and caused this seal to be affixed

Shawn R. Brown, Mayor
City of Claremont
This the 5th day of May 2014



City of Claremont

Mayors Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets, and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff our public works department is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, this year's theme is "Building for Today, Planning for Tomorrow" is a tribute to all Public Works employees who create the foundation of a stronger, more livable community;

NOW, THEREFORE I, Shawn R. Brown, Mayor of the City of Claremont call upon all citizens of the City of Claremont and upon all patriotic, civic and educational organizations to observe the week of May 18-24, 2014, as:

"Claremont Public Works Week"

and I call upon all citizens, companies, and civic organizations to acquaint themselves with the issues involved in providing our public works services and to recognize the contributions to which public works officials make every day to our health, safety, comfort and quality of life.

In witness whereof I have hereunto set my
Hand and caused this seal to be affixed

Shawn R. Brown, Mayor
This the 5th day of May 2014

REQUEST FOR COUNCIL ACTION

Date of Meeting:

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Approval of Consent Agenda

- A. Regular Meeting Minutes - April 7, 2014
- B. Closed Session Minutes- April 7, 2014
- C. Interlocal Contract for HGAC Buy Cooperative Purchasing
- D. Resolution 19-13 Planning Board Appointment

Recommendation: Approve the Consent Agenda



City of Claremont Regular Meeting Minutes Monday, April 7, 2014

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, April 7, 2014.

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

The following personnel of the City of Claremont were present: City Manager Doug Barrick, City Attorney Bob Grant, Finance Officer Stephanie Corn, Administrative Support Clerk Wendy Helms, Public Works Director Tom Winkler, Rick Damron, Lieutenant Allen Long, Jessica Miller, Fire Chief Bart Travis and Police Chief Gary Bost.

Others in attendance were: Melinda Bumgarner, Robert Smith, Susan Tucker, Laurie LoCicero, Robert Winrow, Gene Monday, Cole Travis, Lisa Travis, Evan Matomoto, David Clark, Dillon Keller, Sam Erwin, Cory Klassett, Cayden Klassett, Kim Yancy, Jason Lowrance, Kemp Sigmon, Tyler Terry, Loretta Williams, Rubin Williams, Johnny Lylerly, Eddie Chapman, Jeff Kautz, Dan Brigman and Andrea Ramsey.

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 Jeff Kautz; from New Life Baptist Church. Councilmember Timothy Lowrance led the pledge of allegiance.

4. MAYOR'S REPORT

Mayor Brown read a proclamation for the Children's Advocacy Center of Catawba County along with the Children's Protection Council of Catawba County, have asked that Catawba County and all eight municipalities to join in proclaiming April as Child Abuse Prevention Month. This proclamation is indented to help raise awareness and pledge support to prevent child abuse and neglect in Catawba County.

5. CONSENT AGENDA

A. March 3, 2014 Regular Meeting Minutes – Councilmember Timothy Lowrance made a motion to accept March 3, 2014 regular meeting minutes as presented. Councilmember D.B. Setzer seconded the motion. The motion passed unanimously.

B. March 29, 2014 Budget Retreat Meeting- Councilmember Timothy Lowrance made a motion to accept March 29, 2014 budget retreat meeting minutes as presented. Councilmember D.B. Setzer seconded the motion. The motion passed unanimously.

C. Resolution 15-13 Appreciation of Dana B Roberts- WPCOG- Councilmember Timothy Lowrance made a motion to accept the Resolution as presented. Councilmember D.B. Setzer seconded the motion. The motion passed unanimously.

D. Resolution 16-13 Planning Board Reappointments- Councilmember Timothy Lowrance made a motion to accept the Resolution as presented. Councilmember D.B. Setzer seconded the motion. The motion passed unanimously.

E. Resolution 17-13 Voluntary Annexation Sufficiency (ANX 14-01)- Councilmember Timothy Lowrance made a motion to accept the Resolution as presented. City Council of the City of Claremont deems it advisable to proceed in response to this voluntary request for annexation. Councilmember D.B. Setzer seconded the motion. The motion passed unanimously.

F. Resolution 18-13 Voluntary Annexation Public Hearing (ANX 14-01) - Notice of the public hearing will be published in a newspaper having general circulation in the City of Claremont. The advertisement will fulfill the requirement to post the date of the public hearing at least ten (10) days prior to the date of the public hearing. Catawba County Parcel Identification Number: 3376209157095 & 376209254128 and located at 3300 Centennial Blvd comprising 12.76 Acres and Furthermore defined in a plat map recorded at the Catawba County Register of Deeds in Plat Book 48- Page 66. Councilmember Timothy Lowrance made a motion to accept the Resolution as presented. Councilmember D.B. Setzer seconded the motion. The motion passed unanimously.

6. CITIZEN'S CONCERN'S & COMMENTS- none

7. PRESENTATIONS: The Claremont Police Dept recently sold a drug seizure vehicle in an effort to reduce and upgrade the rolling stock of the dept. The vehicle had been used to perform undercover work and resulted in even more drug busts and other criminal activity began to stop. According to state law the funds recovered from the sale of the vehicle must be given to the local school system. Tonight we were joined by Dan Brigman Superintendent of the School System and Principal Kim Yancey of Claremont Elementary. Chief Gary Bost presented them with a check from the proceeds of the sale.

In order to gauge community input and provide a long term development and redevelopment plan for the City Park, the City engaged the WPCOG to holistically plan for park improvements. This master plan will provide a road map for future improvements for the park along with fully developed budgets for grant and budget purposes. The WPCOG has completed this plan and Sam Erwin presented the findings of the plan, with a budget analysis.

8. PUBLIC HEARING- Motion was made by Councilmember Nicky Setzer to open a public hearing at 7:24 p.m. Second was made by Councilmember Dayne Miller. Motion passed unanimously. Purpose of the public hearing was for the Council to consider **Rezoning Case 14-1** for three properties located at 2681 & 2633 JB Road and 2585 Old Island Ford Road. These properties are also identified by the following Catawba County Parcel Identification numbers: 3761-08-89-7105, 3761-08-89-6132,

3761-08-88-6982. The parcels are recommended to be rezoned from R-2 Residential Agriculture to R-2 with MHO Manufacturing Home Overlay.

City Planner, Laurie LoCicero recommended that the city rezone the parcels to R-2 with a mobile home overlay. Kemp Sigmon, neighbor to the property, stated he had no issues with the re-zoning. Motion was made by Councilmember Nicky Setzer to close the public hearing at 7:30 p.m. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

9. OLD BUSINESS- none

10. NEW BUSINESS

A. Ordinance 10-13 Budget Amendment- Motion was made by Councilmember Dale Sherrill to accept Ordinance 10-13. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

B. Ordinance 11-13 Claremont Zoning Map Updates- The City of Claremont Official Zoning Map shall be updated to reflect the change of three parcels from R-2 Residential Agriculture District to R-2 Residential Agriculture District with the Manufactured Home Overlay District. This change is in conformance with the Land Development Plan in that it allows for affordable housing options in the City’s Extra Territorial Jurisdiction. This zoning change is subject to the following properties:

<u>Catawba County PIN</u>	<u>Owner</u>	<u>Address</u>
3761-08-89-7105	Mildred Lyerly	2681 JB Rd
3761-08-89-6132	Mildred Lyerly	2683 JB Rd
3761-08-88-6982	Johnny and Mary Lyerly	2585 Old Island Ford Rd

Motion was made by Councilmember Timothy Lowrance to accept Ordinance 11-13. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

C. Consider joining the NCLM REG-TAF- The NC League of Municipalities (League) is requesting voluntary contributions for the Regulatory Technical Assistance Fund (REG-TAF). REG-TAF is a voluntary annual joint action program that is separate from our League dues and was created to protect N.C. municipalities’ collective interests by hiring external technical support for water quality and electric regulatory issues. The League membership asked the League to organize this annual voluntary joint action program after the success of two previous League member-supported joint action programs -- the Municipal Environmental Assessment Coalition (MEAC) and the North Carolina Municipal Energy Group (NC-MEG).

Motion was made by Councilmember Dale Sherrill to join the NCLM REG-TAF. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

D. Fire Engine Replacement Bid Tabulations- The Claremont Fire Dept. received bids for the replacement of Engine 71 as requested for the Fiscal Year 2015 Capital Improvement Plan. The bids received were well above the budgeted price. The Chief has requested that these bids be rejected and that the City Council give authorization to look for piggyback options, demo truck options or a second bid process to bring forth an Engine replacement contract within budget.

Motion was made by Councilmember Dale Sherrill to reject the bids and directed Fire Chief; Bart Travis to look into demo’s, piggy backing on other spec’s and if all else fails to re-bid the replacement fire engine. Second was made by Councilmember D. B. Setzer. Motion passed unanimously.

E. May 5th City Council Meeting Location- The Catawba County Board of Elections will be using the Council Chambers for the General Primary Election Voting on May 6, 2014. In order to prepare for the elections, their staff will be setting up the voting machines on the evening of May 5, 2014. In the past the Council has relocated the meeting in lieu of rescheduling the meeting. In keeping with our rotations to departments the Claremont City Park Shelter will play host to the May meeting this year. The training room of the Claremont Police Dept. will be used as a bad weather location.

Motion was made by Councilmember Nicky Setzer to change the location of the May 7, 2014 Council Meeting to the city park; in case of bad weather the Claremont Police Department. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

11. DEPARTMENT & COMMITTEE REPORTS

A. Youth Council – Cole Travis presented the Youth Council report.

B. Parks and Recreation Committee- Jessica Miller spoke on behalf of the Recreation Committee.

C. Monthly Department Dashboard Report- There was no questions in reference to the monthly dashboard report.

12. CITY MANAGER’S REPORT- City Manager Barrick introduced Police Officer, Dillon Keller. He also announced the Police Department had been awarded a grant in the amount of \$8600, for their interrogation Room upgrades. Surplus property will go on Gov Deals this week. He also eluded to the “Fire Up Claremont” applications. They are due by April 11th.

13. CLOSED SESSION: Motion was made by Councilmember Timothy Lowrance to go into a closed session in reference to G.S. 143-318.11(a)(3) (Attorney Client Privilege) at 7:58 p.m. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

Motion was made by Councilmember Timothy Lowrance to recess the closed session at 8:05 p.m. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

14. ADJOURN- Motion was made by Councilmember Dale Sherrill to adjourn the meeting at 8:35 p.m. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

Respectfully submitted,
Wendy L. Helms, Administrative Support Clerk

Shawn R. Brown, Mayor

Attested:

Douglas L. Barrick, City Clerk



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (“Contract”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the Houston-Galveston Area Council, hereinafter referred to as “H-GAC,” having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____
The City of Claremont, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “End User,” having its principal place of business at * 3288 East Main Street, Claremont, NC 28610

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 05/06/2014 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 05/06/2014 and ends * 06/30/2014. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: City of Claremont County Name: Catawba
(Municipality/County/District/etc.)

Mailing Address: PO Box 446 Claremont NC 28610
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (828) 466-7255 FAX Number: (828) 459-0596

Physical Address: 3288 East Main Street Claremont NC 28610
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.cityofclaremont.org

Official Contact: Doug Barrick Title: City Manager

(Point of Contact for HGACBuy Interlocal Contract) Ph No.: (828) 466-7255 - _____

Mailing Address: PO Box 446 Fx No.: (828) 459-0596 - _____
(Street Address/P.O. Box) E-Mail Address: dbarrick@cityofclaremont.org

Claremont NC 28610
(City) (State) (ZIP Code)

Authorized Official: Doug Barrick Title: City Manager
(Mayor/City Manager/Executive Director etc.)

Mailing Address: PO Box 446 Ph No.: (828) 466-7255 - _____
(Street Address/O.O. Box) Fx No.: (828) 459-0596 - _____
E-Mail Address: dbarrick@cityofclaremont.org

Claremont NC 28610
(City) (State) (ZIP Code)

Official Contact: Gary Bost Title: Police Chief
(Purchasing Agent/Auditor etc.)

Mailing Address: PO Box 446 Ph No.: (828) 466-7265 - _____
(Street Address/O.O. Box) Fx No.: _____ - _____
E-Mail Address: gbost@cityofclaremont.org

Claremont NC 28610
(City) (State) (ZIP Code)

Official Contact: Tom Winkler Title: Public Works Director
(Public Works Director/Police Chief etc.)

Mailing Address: PO Box 446 Ph No.: (828) 466-7197 - _____
(Street Address/O.O. Box) Fx No.: (828) 459-0596 - _____
E-Mail Address: tomwinkler@cityofclaremont.org

Claremont NC 28610
(City) (State) (ZIP Code)

Official Contact: Bart Travis Title: Fire Chief
(EMS Director/Fire Chief etc.)

Mailing Address: PO Box 446 Ph No.: (828) 459-9296 - _____
(Street Address/O.O. Box) Fx No.: _____ - _____
E-Mail Address: btravis@cityofclaremont.org

Claremont NC 28610
(City) (State) (ZIP Code)

* denotes required fields



**CITY OF CLAREMONT
NORTH CAROLINA**

RESOLUTION # 19-13

A RESOLUTION TO APPOINT CLAREMONT PLANNING BOARD MEMBERS

WHEREAS, there is currently one open seat on the Planning Board, and

WHEREAS, it has been determined that Crystal Clark has an interest in serving on this board, and

WHEREAS, the Chair of the Planning Board as recommended Crystal Clark for this appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CLAREMONT CITY COUNCIL:

Section 1.

The Claremont City Council Appoints Crystal Clark to the Planning Board. This term shall expire in July 2017.

Adopted this 5th day of May 2014.

Shawn R. Brown, Mayor

ATTEST:

Doug Barrick
City Clerk

REQUEST FOR COUNCIL ACTION

Date of Meeting:

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Citizen's Concerns and Comments

North Carolina General Statutes require that the City Council allow time at each public meeting for Citizen Input.

Recommendation: Hear Public Concerns and Comments

REQUEST FOR COUNCIL ACTION

Date of Meeting:

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Fiscal Year 2015 Manager's Recommended Budget Presentation

North Carolina General Statutes require that the City Manager compile and submit a Manager's recommended budget to the City Council no later than June 1st of each calendar year for the coming Fiscal Year's budget. The City Manager will present the Fiscal Year 2015 City of Claremont Manager's Recommended Budget.

The Manager's recommended budget document is available in both hard and electronic copy at City Hall.

Recommendation: Hear the Presentation and ask questions



CLAREMONT

NORTH CAROLINA

FISCAL YEAR 2015 – MANAGERS RECOMMENDED
BUDGET PRESENTATION

MAY 5, 2014

LIVE

WORK

PLAY

Overview of the Budget

Tax rate of \$0.46 per \$100 of valuation for the tenth year in a row

3% increase in Water & Sewer Rates

Overall increase in General Fund of 2.9%

Two New Full Time Positions

Expanded Solid Waste & Recycling Services & Fees

Expanded Capital Investments

Debt Free Enterprise Fund

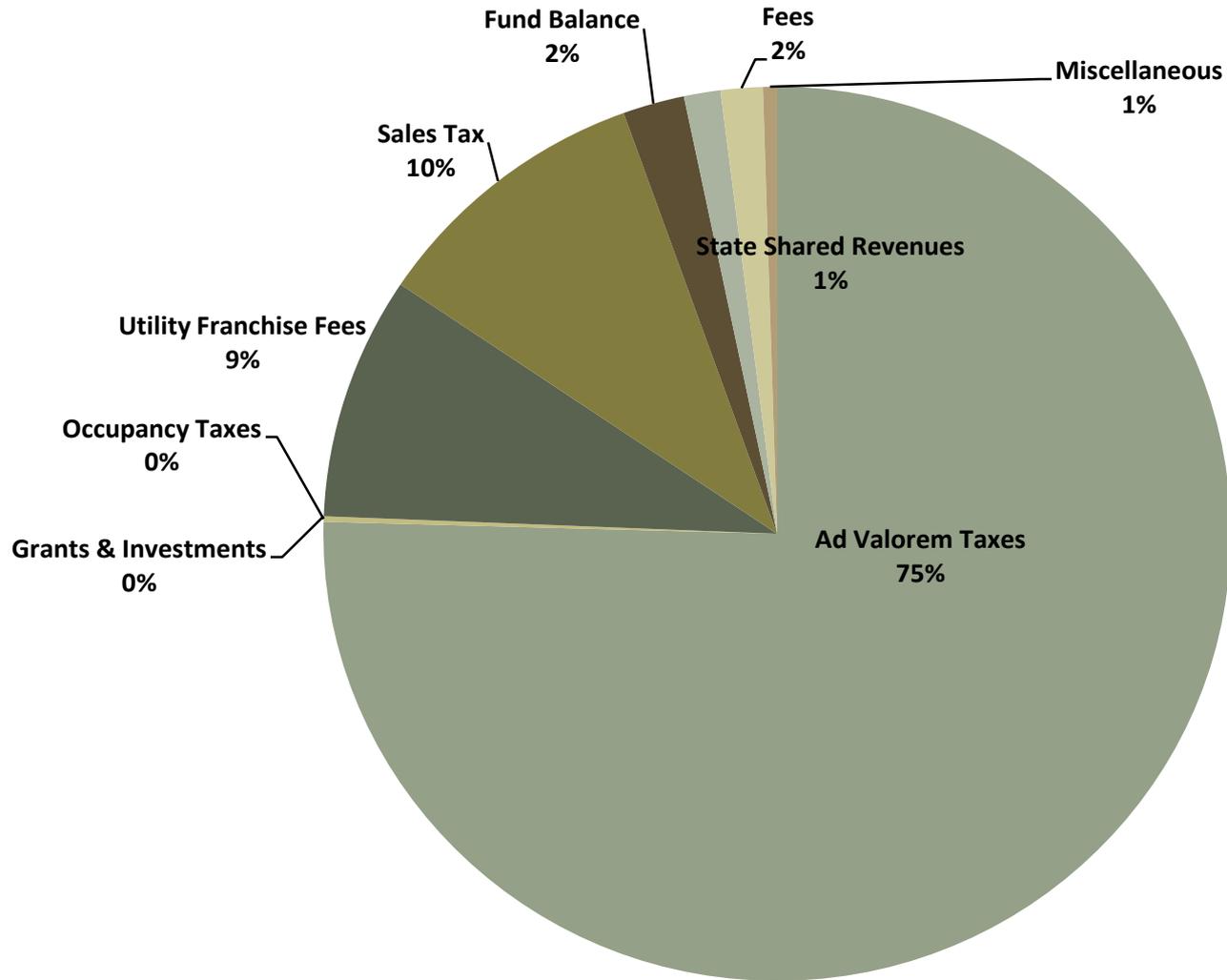
Continued installation of AMR Water meters

Begin Sewer capacity expansion projects

Ensured proper allocation of City resources

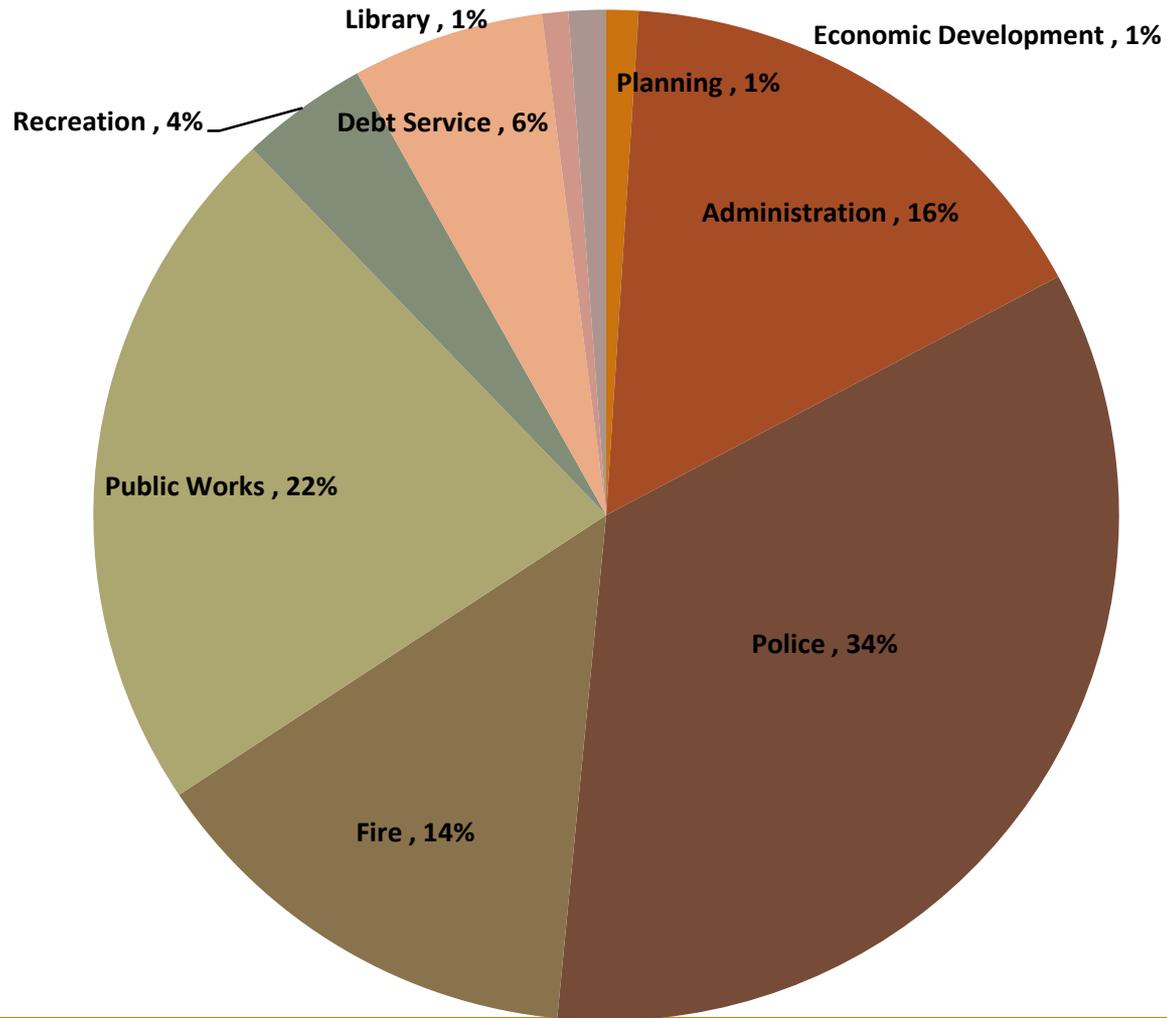
Where the Money Comes From FY 15

General Fund Revenue Sources



Where the Money Goes FY 15

General Fund Expenses



Budget Highlights

BUDGET FORMAT

Information about services and organization

Specific goals and initiatives for Fiscal Year 2015 per dept.

Capital Improvement Planning for General Fund and Water & Sewer Fund

Budget Guide

CAPITAL SPENDING

One police patrol vehicle

Fire Engine Replacement

Digital Camera System Upgrade

Phase III Police Station Construction

800 MHz Radios

Water & Sewer Truck

12 sets of Turn Out Gear

New for Fiscal Year 2015

Action Planning

New Police Officer Position

New Public Works/ Recreation Position

Expanded Fire Dept Hours of Coverage

New Solid Waste Fee- Expanded services and cans

Implementation of the Parks & Recreation Master Plan

- Outside City Park Rental Fees

Planning for future public works facility

Construction of North Sewer Pump Station

Radio read water meters for all top commercial accounts

Solid Waste Service Fee

CLAREMONT COSTS

Year	Monthly Cost
Fiscal 2012	\$9.83
Fiscal 2013	\$9.96
Current YTD	\$10.29

FY 15 Solid Waste Costs - \$93,700

Monthly Cost of = \$11.33

House Count 689

\$3.00 = \$24,804

New Services

96 Gallon Trash Can

96 Gallon Recycling Can

Expanded Recycling Capability

SURROUNDING CITIES

City	Monthly Fee
Mooresville	\$5.00
Maiden	\$6.75
Lenoir	\$7.00
Sawmills	\$7.00
Long View	\$7.00
Catawba	\$11.00
Conover	\$11.00
Newton	\$12.00
Hickory	\$15.00
GDS	\$18.88
County Center	\$1.75 per bag

Budget Summary

General Fund Totals

	2012 Budget	2013 Budget	2014 Budget	2015 Budget	2015 Budget Difference	Percent Difference
Personnel	\$1,207,851	\$1,226,354	\$1,276,135	\$1,331,528	\$55,393	4%
Operating	\$862,713	\$883,824	\$908,574	\$915,367	\$6,793	1%
Capital	\$88,900	\$113,800	\$164,349	\$175,585	\$11,236	7%
Debt	\$354,893	\$147,521	\$147,520	\$147,520	\$0	0%
Total	\$2,514,357	\$2,371,499	\$2,496,578	\$2,570,000	\$73,422	3%

Water and Sewer Fund

Water & Sewer Fund Totals

	2012 Budget	2013 Budget	2014 Budget	2015 Budget	FY 15 vs F14	Percent Difference
Operating	\$718,382	\$816,450	\$1,125,929	\$1,055,147	-\$70,782	-6.3%
Capital	\$125,500	\$105,070	\$66,500	\$93,750	\$27,250	41.0%
Debt	\$200,611	\$162,212	\$152,458	\$0	-\$152,458	-100.0%
Total	\$1,044,493	\$1,083,732	\$1,344,887	\$1,148,897	-\$195,990	-14.6%

Next Steps

Managers budget remains fluid until June 2nd

- Renewal Rates and NCGS Actions

Budget will be evaluated throughout the year and serves a gateway for the City to keep the Citizens informed.

Budget will be made available online and at City Hall for public viewing and comments.

Public Hearing will be held at the June 2nd City Council Meeting

Budget Adoption is scheduled for June 2nd

Citizen Input and Questions are encouraged

REQUEST FOR COUNCIL ACTION

Date of Meeting:

To: Mayor and the City Council

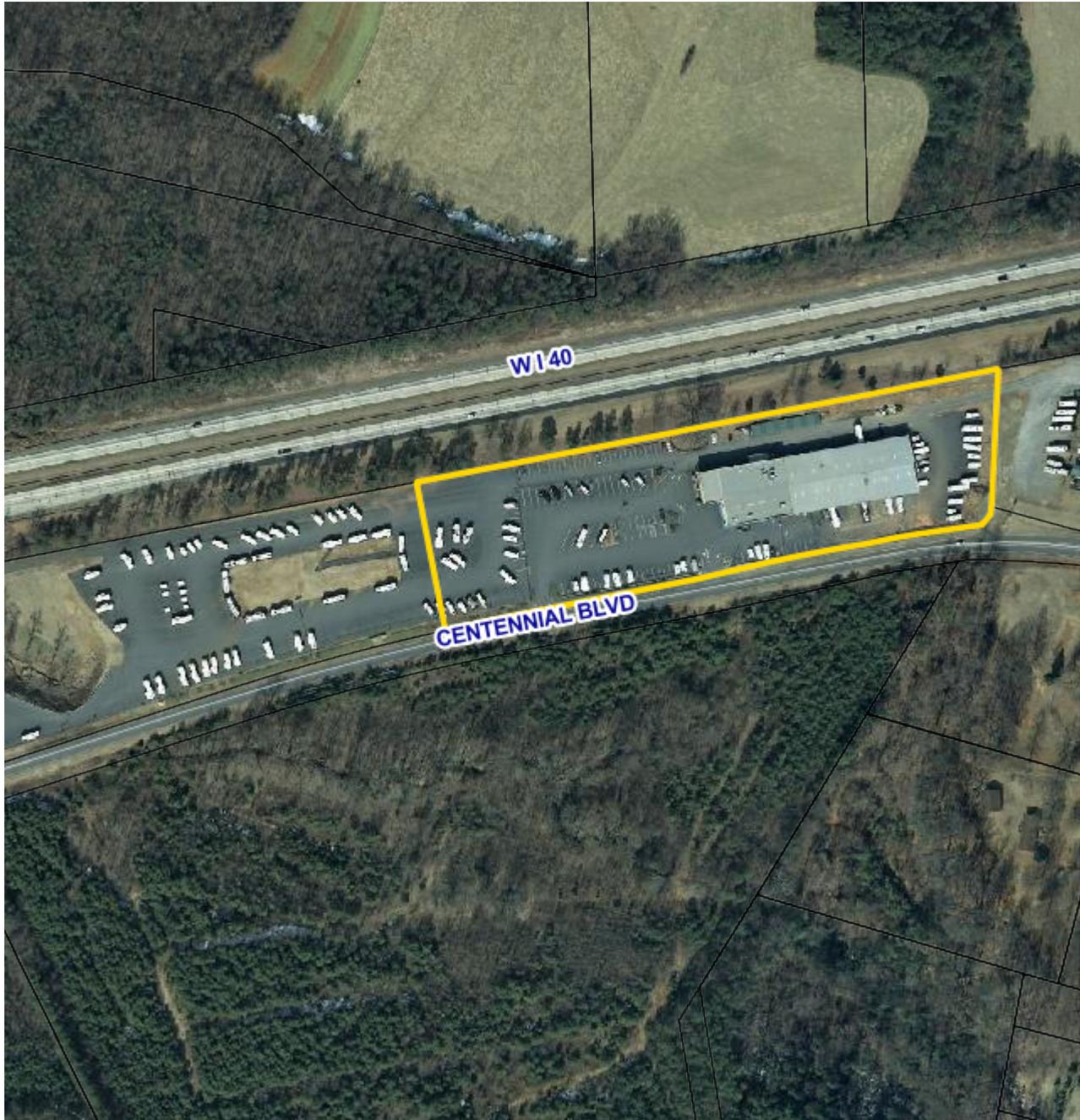
From: Doug Barrick , City Clerk

Action Requested: Hold Public Hearing for Annexation 14-01

North Carolina General Statutes require that the City Council Hold a Public Hearing prior to any changes in the Corporate Limits of the City.

The owners of 3033 Centennial Blvd are requesting voluntary annexation into the Corporate Limits of the City of Claremont. This 12.76 acre tract is currently in the ETJ of the City of Claremont and is contiguous to current Corporate Limits, served by City Utilities, and is served by all other city services. The City Clerk certifies the sufficiency of the request as the City tries to honor voluntary annexation requests, the proposed annexation would expand the City's tax base, and the proposed annexation will not hamper the Cities ability to deliver public services to this parcel.

Recommendation: Hold Public Hearing



1in=300ft

Parcel: 376209254128, 3300 CENTENNIAL BLVD CLAREMONT, 28610

Owners: 3300 CENTENNIAL LLC,

Owner Address: 3300 CENTENNIAL BLVD

Values - Building(s): \$1,674,100, Land: \$358,300, Total: \$2,032,400

This map/report product was prepared from the Catawba County, NC Geospatial Information Services. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map or data on this report. Catawba County promotes and recommends the independent verification of any data contained on this map/report product by the user. The County of Catawba, its employees, agents, and personnel, disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map/report product or the use thereof by any person or entity.

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05/02/2014



**City of Claremont
North Carolina
Catawba County
Petition Requesting Annexation**

Date: 3/25/14

Catawba County Tax Parcel #(s): 376209157095 & 376209254128

Furthermore Described as Lots 2 & 3 of the 3300 Centennial LLC Subdivision Plat recorded at the Catawba County Register of Deeds Plat Book 48 Page 66

To the City Council of the City of Claremont:

1. I/We the undersigned owners of real property, respectfully request that the tax parcels listed above and the area described in Item 2 below be annexed to the City of Claremont. Furthermore I/we do declare and certify that all legal owners of real property in the annexation area have signed this petition in Item 3 below.

2. The area to be annexed is (choose one):
 - Contiguous to the primary corporate limits to the City of Claremont. A complete and accurate legal description of the property and a recently prepared survey map are attached.

OR

 - Not contiguous to the primary corporate limits of the City of Claremont. A complete and accurate legal description of the property and a recently prepared survey map are attached. In addition, I/we certify that:
 - (A) The nearest point of the property to be annexed is no more than three miles from the primary corporate limits of the City of Claremont; and
 - (B) No Point of the property to be annexed is closer to the primary corporate limits of another city than to the primary corporate limits of the City of Claremont; and
 - (C) The property to be annexed is not a subdivision as defined by N.C.G.S. 160A-376 or if it is that the entire subdivision as defined by this statute is included in the proposed annexation area.

3. I/we acknowledge that any zoning vested rights acquired pursuant to G.G. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/we further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. If zoning vested rights are claimed, indicate below and attach proof. (Copy of a valid building permit, CUP, etc.)

Name (Please type or print)	Address (Please type or print)	Vested Rights?*	Signature
		Yes or No	
3300 Centennial LLC	3300 Centennial Blvd Claremont, NC 28610	<i>Approved CUP</i>	<i>John H. Cathey</i> John H. Cathey - Managing Member
3300 Centennial LLC	3300 Centennial Blvd Claremont, NC 28610		<i>Amelia S. Cathey</i> Amelia S Cathey - Member

* If you answer yes, you must attach a detailed description of the right you are claiming; otherwise you will forfeit this right within the City

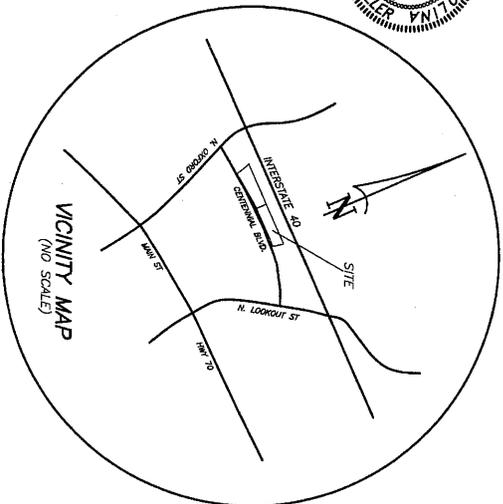


STATE OF NORTH CAROLINA
 COUNTY OF CATAWBA

NOTARY PUBLIC
 DONALD S. MILLER
 COMMISSION EXPIRES JULY 19, 1999

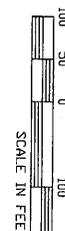
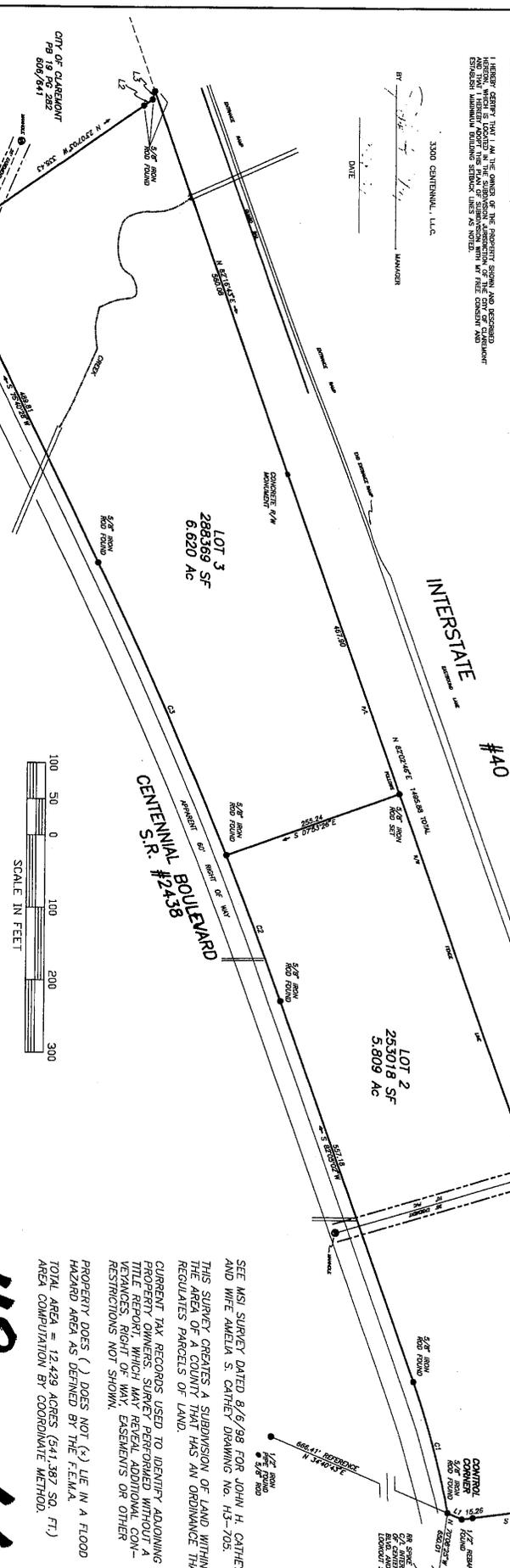
WITNESSES BY HAND AND ORIGINAL SEAL ON THIS 19 DAY OF JULY 1999
 BY COMMISSION EXPIRES September 21, 2002

CERTIFICATE OF OWNERSHIP AND BOUNDARY
 I HEREBY CERTIFY THAT THE BOUNDARY OF THE SUBDIVISION SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION ASSOCIATION OF THE CITY OF CLAYTON, IS CORRECT AND ACCURATE AND THAT THE SUBDIVISION ASSOCIATION HAS BEEN ADVISED OF THE EXISTENCE OF THIS CERTIFICATE OF OWNERSHIP AND BOUNDARY BY THE SIGNATURE OF THE OWNER AS NOTED.



CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BANG
1	34°40'43"W	22.39	14.57	14.57	14.57	14.57
2	25°07'03"W	12.10	12.10	12.10	12.10	12.10
3	42°31'0"	440.81	440.81	440.81	440.81	440.81

- LEGEND
- = IRON SPIRE (TYPE NOTED)
 - = IRON FOUND (TYPE NOTED)
 - * = P.W. MAIL OR RR SPIRE (NOTED)
 - = AERIAL UTILITIES
 - ⊙ = SEWER MAN HOLE
 - ⊕ = WATER METER
 - ⊗ = UTILITY POLE
 - CP = CALCULATED POINT



CITY OF CLAYTON
 606/641

DATE: 7/17/99
 REVIEW OFFICER: Mike Miller

FILED FOR REGISTRATION AT 9:57 CLOCK ON THE 28 DAY OF JULY 1999 IN THE OFFICE OF THE REGISTER

OF DEEDS AND RECORDED IN PLAT BOOK 48 PAGE 66
 RUTH MADOLE - REGISTER OF DEEDS

48-021099-66

MINOR SUBDIVISION FOR:
 3300 CENTENNIAL LLC
 CENTENNIAL BOULEVARD
 CLAYTON COUNTY, NC

SCALE: 1" = 100' DRAWN BY: GOC FILE: 6992359
 DESK REVISIONS: BOOK 27 PAGE 891
 FILED REVISIONS: BOOK 27 PAGE 116
 SURVEY BY: TMA/GOC DATES: 12/02/98
 DRAWING NO.: H3B-2887

MILLER SURVEYING, INC.
 244 9th MARBLE DRIVE, N.E. HICKORY, N.C. (828-322-4013)

SEE MSJ SURVEY DATED 8/6/98 FOR JOHN H. CATHEY AND WIFE AMELIA S. CATHEY DRAWING NO. H-3-70S. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. CURRENT TAX RECORDS USED TO IDENTIFY ADJOINING PROPERTY OWNERS. SURVEY PERFORMED WITHOUT A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, RIGHT OF WAY, EASEMENTS OR OTHER RESTRICTIONS NOT SHOWN. PROPERTY DOES () DOES NOT (x) LIE IN A FLOOD HAZARD AREA AS DEFINED BY THE F.E.M.A. TOTAL AREA = 12.429 ACRES (541,387 SQ. FT.) AREA COMPUTATION BY COORDINATE METHOD.

SOSID: 0469170
Date Filed: 4/17/2013 7:44:00 AM
Elaine F. Marshall
North Carolina Secretary of State



LIMITED LIABILITY COMPANY ANNUAL REPORT

CA2013 107 03308

NAME OF LIMITED LIABILITY COMPANY: 3300 CENTENNIAL, LLC

SECRETARY OF STATE ID NUMBER: 0469170 STATE OF FORMATION: NC

REPORT FOR THE YEAR: 2013

Filing Office Use Only

Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: JOHN H CATHEY

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED OFFICE STREET ADDRESS & COUNTY

3300 Centennial Blvd
Claremont, NC 28610 Catawba

4. REGISTERED OFFICE MAILING ADDRESS

3300 Centennial Blvd
Claremont, NC 28610

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Commercial Rental Real Estate

2. PRINCIPAL OFFICE PHONE NUMBER: (828) 459-9790

3. PRINCIPAL OFFICE EMAIL: _____

4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY

3300 Centennial Blvd
Claremont, NC 28610 Catawba

5. PRINCIPAL OFFICE MAILING ADDRESS

3300 Centennial Blvd
Claremont, NC 28610

SECTION C: MANAGERS/MEMBERS/ORGANIZERS (Enter additional Managers/Members/Organizers in Section E.)

NAME: Amelia S Cathey

NAME: John H Cathey

NAME: _____

TITLE: Member

TITLE: Managing Member

TITLE: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

1642 5th Street Dr NW

1642 5th Street Dr NW

Hickory, NC 28601

Hickory, NC 28601

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

John H. Cathey
SIGNATURE

4/4/13
DATE

Form must be signed by a Manager/Member listed under Section C of this form.

John H. Cathey
Print or Type Name of Manager/Member

Member
TITLE



REQUEST FOR COUNCIL ACTION

Date of Meeting: **May 5, 2014**

To: Mayor and the City Council

From: Doug Barrick , City Clerk

Action Requested: Approve Ordinance 12-13 Extension of the Claremont Corporate Limits (ANX 14-01)

The owners of 3033 Centennial Blvd are requesting voluntary annexation into the Corporate Limits of the City of Claremont. This 12.76 acre tract is currently in the ETJ of the City of Claremont and is contiguous to current Corporate Limits, served by City Utilities, and is served by all other city services. The City Clerk certifies the sufficiency of the request as the City tries to honor voluntary annexation requests, the proposed annexation would expand the City's tax base, and the proposed annexation will not hamper the Cities ability to deliver public services to this parcel

A Public Hearing has been held and all requirements to annex this contiguous parcel have been fulfilled.

Recommendation: Approve Ordinance

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 12-13

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CLAREMONT (ANX 14-01)

WHEREAS, the Claremont City Council has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the Claremont City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of annexation was held at the large shelter of the Claremont City Park at 7:00 o'clock, p.m. on the 5th day of May, 2014, after due notice; and

WHEREAS, the Claremont City Council finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED BY THE CLAREMONT CITY COUNCIL THAT,

Section 1. By the virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Claremont as of the 5th day of May, 2014:

Being all of Catawba County Parcel Identification Number: 3376209157095 & 376209254128 and located at 3300 Centennial Blvd comprising 12.76 Acres and Furthermore defined in a plat map recorded at the Catawba County Register of Deeds in Plat Book 48- Page 66 and will be recorded along with this document at the Catawba County Register of Deeds.

Section 2. Upon and after the 5th day of May 2014, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Claremont and shall be entitled to the same privileges and benefits as other parts of the City of Claremont. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Claremont shall cause to be recorded in the office of the Register of Deeds of Catawba County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

INTRODUCED at a regular meeting of the City Council of the City of Claremont on May 5, 2014.

ADOPTED at a regular meeting of the City Council of the City of Claremont on May 5, 2014.

MAYOR Shawn R. Brown

ATTEST:

Doug Barrick, City Clerk

APPROVED AS TO FORM:

Bob Grant, City Attorney

NORTH CAROLINA, CATAWBA COUNTY

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT MAYOR SHAWN R. BROWN AND CITY CLERK DOUG BARRICK, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS _____, DAY OF _____, 2014.

SEAL OR STAMP

PUBLIC NOTARY

MY COMMISSION EXPIRES _____

REQUEST FOR COUNCIL ACTION

Date of Meeting:

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Approve Ordinance 13-13 Budget Amendment

This budget amendment appropriates funds for from the Fire Department to the Fire Dept. contributions line.

Recommendation: Approve Ordinance 13-13

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 13-13

AN ORDINANCE OF THE CITY OF CLAREMONT AMENDING CLAREMONT
MUNICIPAL BUDGET FOR FISCAL YEAR 2014

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

General Fund

<u>Revenues</u>	<u>Increase</u>	<u>Decrease</u>
Miscellaneous Revenues 10.3350.0000	\$7,808.41	
<u>Expenditures</u>		
Contributions 10.5300.9100	\$7,808.41	

INTRODUCED at the regular meeting of the City Council of the City of Claremont on
May 5, 2014.

ADOPTED at the regular meeting of the City Council of the City of Claremont on
May 5, 2014.

MAYOR Shawn R. Brown

ATTEST:

Doug Barrick, City Clerk

APPROVED AS TO FORM:

Bob Grant, City Attorney



**CITY OF CLAREMONT
NORTH CAROLINA**

RESOLUTION # 20-13

**A RESOLUTION TO ADOPT THE 2014 PARKS & RECREATION MASTER
PLAN**

WHEREAS, the Claremont City Council recognizes the need for an updated comprehensive parks and recreation master plan that will address current and future community needs; and

WHEREAS, the City Council approved the WPCOG to conduct a citizen based process to gauge the needs of parks and recreation in the community, and

WHEREAS, comments, suggestions and input were obtained from citizens through mass mailing of surveys, electronic surveys, and two public meetings; and

WHEREAS, the City appreciates and recognizes the importance of parks and recreation for all its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CLAREMONT CITY COUNCIL:

Section 1.

The Mayor and City Council of the City of Claremont hereby adopt the proposed 2014 City of Claremont Parks and Recreation Master Plan

Section 2.

The City Manager is directed to develop a strategy for funding and implementation of said plan and to work towards the implementation of this plan through various approved strategies of the City Council.

Adopted this 5th day of May 2014.

Shawn R. Brown, Mayor

ATTEST:

Doug Barrick
City Clerk

REQUEST FOR COUNCIL ACTION

Date of Meeting:

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Approve an agreement with The City of Hickory for Claremont Wastewater Operations Agreement.

State laws require that the City of Claremont designate a Operator Responsible in Charge (ORC) for the waste water operations. The City of Hickory is currently under contract is performing these ORC duties associated with the treatment facilities and pump stations for the City of Claremont. This contract will extended these services for an additional 3 years.

Recommendation: Approve the Contract

**PREPARED BY: Arnita M. Dula, Staff Attorney, City of Hickory
P.O. Box 398, Hickory, NC 28603**

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

**AGREEMENT FOR
WASTEWATER
OPERATIONS**

THIS AGREEMENT is made and entered into this _____ day of June, 2014, by and between **THE CITY OF CLAREMONT**, a North Carolina Municipal Corporation, having a mailing address of PO Box 446, Claremont, NC 28610, hereinafter referred to as "Claremont", acting by and through the Mayor and City Council, and **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, having a mailing address of PO Box 398, Hickory, North Carolina 28603-0398, acting by and through the Mayor and the City Council, hereinafter referred to as "Hickory".

WITNESSETH:

WHEREAS, Claremont owns and is responsible for providing for the operation of two (2) Wastewater Treatment Plant Facilities ("Wastewater Facilities") known as Claremont North WWTP, a 100,000 gpd facility and McLin Creek WWTP, a 300,000 gpd facility; and

WHEREAS, Claremont owns and is responsible for providing for operation of five (5) Collection System Lift Stations ("Lift Stations"); and

WHEREAS, Claremont owns and is responsible for approximately 17 miles of Distribution System and 11 miles of Collection System; and

WHEREAS, Claremont desires to employ the services of Hickory for the operation, maintenance and management of the Wastewater Facilities and Lift Stations; and

WHEREAS, Claremont desires to employ the management services of Hickory as the Operator in Responsible Charge of the Distribution System and Back-up Operator in Responsible Charge of the Collection System; and

**AGREEMENT FOR OPERATION OF WASTEWATER FACILITIES
BETWEEN THE CITY OF HICKORY AND THE CITY OF CLAREMONT**

JUNE, 2014

Page 1 of 17

WHEREAS, Hickory is in the business of and has desire and ability to provide these services for compensation provided herein; and

WHEREAS, Claremont desires and has the ability to compensate Hickory for these services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. REPRESENTATIONS:

- 1.1 The City of Hickory is a Municipal Corporation created as a political subdivision of the State of North Carolina. Hickory has the requisite power and authority to enter into this Agreement, and the signatories hereto have been authorized to execute the documents necessary on behalf of the City of Hickory by the City Council.
- 1.2 The City of Claremont is a Municipal Corporation created as a political subdivision of the State of North Carolina. Claremont has the requisite power and authority to enter into this Agreement, and the signatories hereto have been authorized to execute the documents necessary on behalf of the City of Claremont by the City Council.
- 1.3 Entry into this Agreement by either party will not violate any law, judgment, order, ruling or regulation applicable and does not constitute a breach of or default under any agreement or instrument by which either of the municipalities are bound.
- 1.4 To Claremont's knowledge, there are no claims, suits, actions pending or judgments entered which, if successful, would have a material adverse effect on the ability of either Claremont or Hickory to perform their obligations hereunder.
- 1.5 Claremont and Hickory each has or holds, and will continue to have or hold through the date of transfer and closing, all appropriate permits and certifications necessary to effectuate their respective responsibilities under this Agreement or will use their best efforts to obtain such permits or certifications.

2. PURPOSE:

- 2.1 The Parties are entering into this agreement for Hickory to provide partial operational services to the Wastewater Treatment Facilities and Lift Stations owned by Claremont at the time of this agreement and for Hickory to provide properly certified personnel to perform as the Operator in Responsible Charge for the Distribution System and Back-up Operator in Responsible Charge for the Collections System of Claremont, as required by Federal and State regulations.
- 2.2 Hickory, by providing certified personnel, will perform duties as provided herein to assist Claremont with meeting the Facility's operational requirements, both by permit and by Industry Standard.

3. SCOPE OF SERVICES

- 3.1 Hickory's services will include those duties normally provided by a Wastewater Treatment Facility ("WWTF") Operator in Responsible Charge ("ORC"), Distribution System ORC (Managerial), Collection System Back-up ORC (Managerial) and Lift Station Maintenance Mechanic.
- 3.2 Duties performed by Hickory shall include those directly related to the operation and maintenance of the two (2) WWTFs and the five (5) Lift Stations as described in this Agreement and ORC Managerial duties of the Distribution and Collection Systems.
- 3.3 City of Hickory staff will perform State required flushing of waterlines in Shamrock Park at a point to be designated by Claremont staff, at the Hwy 70 Claremont Water System entry point meter and at the Hwy 10 Claremont Water System entry point meter. Hickory will perform the flushing for prevention of Disinfection by-products and chlorine residuals. Hickory will not be responsible for the results of testing or any necessary acts to achieve system compliance in connection with the flushing operations.
- 3.4 Such services do not include any duties related to the physical operation or maintenance of the Distribution or Collection Systems, water or wastewater service connections, enforcement or performance of the Pretreatment Program or Local Wastewater Permitting Program (if created), or any other non-specified operations performed by Claremont.

3.5 Hickory will perform all services in accordance with all applicable federal regulations, state regulations, and Claremont ordinances and regulations.

4. TERM

4.1 This Agreement shall commence on the latest date of approval of this Agreement by the parties for a term of Three (3) years, and unless earlier terminated in accordance with the terms hereof, shall expire on the 30th day of June, 2017.

4.2 This Agreement may thereafter be extended by the parties upon such terms as they may negotiate and agree beginning the second year of the Agreement. In the event the parties do not reach an agreement to extend the Agreement by the expiration date established herein, the same shall continue in full force and effect under the terms established herein, as the same may be amended in writing from time to time, until the execution of a new Agreement or either party opts to terminate the relationship.

5. COMPENSATION AND PAYMENT

5.1 Claremont shall pay a base fee of Three Hundred and Seventy Thousand Dollars (\$370,000.00) to Hickory for operation of the designated facilities for the first year of this Agreement. Payment shall be made in Eleven (11) monthly installments of Thirty Three Thousand Six Hundred and Thirty Six Dollars and Thirty Six Cents (\$33,636.36). Payment is due Thirty (30) days after receipt of the invoice from Hickory. Payment of the base sum does not include compensation for any additional necessary services or additional services approved by Claremont.

5.2 Claremont shall pay a base fee of Thirteen Thousand Five Hundred Dollars (\$13,500.00) to Hickory for performance of Collection System Back-up ORC duties as required by the State of North Carolina and further described in Section 6 of this agreement. This fee shall be in addition to the base fee detailed in Section 5.1 of this agreement. 1

5.3 Claremont shall pay a base fee of Thirty Thousand Six Hundred Dollars (\$30,600.00) to Hickory for performance of Distribution System ORC duties as required by the State of North Carolina and further described in Section 6 of this agreement. This fee shall be in addition to the base fee detailed in Section 5.1 of this agreement.

5.4 Sections 5.1, 5.2 and 5.3 above shall be totaled to determine the annual agreement value. The annual value shall not be adjusted more often than one time annually without written consent from both Claremont and Hickory due to a material change in conditions. Such change shall not affect any other provisions of this agreement. The Base Fee is subject to any annual rate adjustments based upon Hickory Rate Model Projections and approved by the Hickory City Council for other customers of the Hickory system. Hickory will notify Claremont by April 1 of the total annual fee and the resulting monthly installments owed for the following year.

5.5 In the event that Claremont shall complete construction of a Future Lift Station in-place of the current North WWTF and thereby redirect flow to the McLin WWTF, the Base Fee described in Section 5.1, with any applicable annual adjustments, shall be modified to reflect a savings in Hickory Staff Time and expenses. The equitable adjustment to the Base Fee resulting from this Capital Project shall be calculated as the average annual staff time and expenses attributed to the operation of the North WWTF versus the resulting staff time and expenses attributed to the operation of the new Lift Station and Force Main and additional staff time and expenses attributed to the increase in flow to be treated at the McLin WWTF. This resulting reduction to the Base Fee will be no less than Thirteen Thousand and Six Hundred Dollars (\$13,600). The calculated equivalent monthly reduction shall be realized on the Invoice following the first full month of operation of the new station and will be no less than One Thousand, Two Hundred and Thirty Six Dollars and Thirty-Six Cents per month (\$1,236.36). The annual Base Fee shall be adjusted appropriately at the change of the first Budget Fiscal Year following this operational change. Hickory shall furnish the proposed adjustment to the Base Fee based on the comparison of staff time and expenses within Seven Months of project completion.

5.6 Claremont shall render additional payment for all additional services requested or required for proper operation of the WWTF's and Lift Stations as invoiced by Hickory within thirty (30) days of receipt of invoice from Hickory. Compensation for additional services will not be covered by any rate adjustments to the annual base fee.

5.7 Hickory shall be responsible for and pay all charges for utility services for operation of the WWTF's and Lift Stations. Hickory will annually budget designated amounts to pay for electrical power, telemetry, telephone services, chemicals, and transportation of biosolids. Claremont shall reimburse Hickory for any overages to the budgeted amounts for these items.

6. OBLIGATIONS OF HICKORY

6.1 Hickory will perform plant operations and ORC and Back-up ORC duties for both WWTPs. Hickory will operate the facilities in the same manner it operates similar facilities located in the Hickory system. Hickory will make any operational adjustments at the discretion of the ORC.

6.2 Hickory will operate the facilities Monday through Friday not withstanding Holidays and will provide for operations as required by NPDES Permit for Weekends and Holidays. Hickory will provide emergency response afterhours and on weekends according to the Hickory Emergency Response Plan.

6.3 Hickory will collect and transport all operational and compliance samples to Hickory's regional laboratory or to a contracted laboratory for analysis. Hickory will pay for the analysis of the samples.

6.4 Hickory will provide for all BioSolids Removal Hauling services as necessary by the ORC.

6.5 Hickory will communicate with an assigned Claremont representative in a timely fashion any problems with WWTF or Lift Station's performance and will make recommendations for corrective measures.

6.6 Hickory will compile and produce a Daily Monitoring Report (DMR) as required by the respective NPDES Permits. An executed copy of the DMR will be submitted to the Claremont City Manager by the last working day of the month. Hickory will maintain all records, including Operators Logs, deemed useful by Hickory and Claremont on the operations and maintenance of the WWTF's and Lift Stations. All operations and maintenance records shall be delivered to Claremont upon termination of this Agreement.

6.7 Hickory will generate and then provide Claremont with the State and Federally required Consumer Confidence Report within thirty (30) days of the end of the fiscal year. Claremont will provide Hickory with the necessary Collection System information to generate the report Claremont will be responsible for dissemination to the public as mandated and submitting the report and requisite certification to the appropriate agency.

6.8 Hickory will perform customary preventive maintenance to WWTF's and Lift Stations as recommended by the manufacturer or O&M Manuals for the Facilities.

**AGREEMENT FOR OPERATION OF WASTEWATER FACILITIES
BETWEEN THE CITY OF HICKORY AND THE CITY OF CLAREMONT**

JUNE, 2014

Page 6 of 17

6.9 Hickory will account and pay for all standard wear items replaced as a part of Facility operation and materials necessary for maintenance and repair valued up to \$500.00. Hickory will notify Claremont of any standard wear items or repair or maintenance materials valued over \$500.00 and Claremont will be responsible for purchasing the items or material or reimbursing Hickory for them at a direct cost pass through.

6.10 Hickory shall perform all repairs it is capable and competent to perform using Hickory staff. Hickory will bill Claremont for labor and materials in order to minimize costly repairs. In the event Hickory is unable to perform any repairs, Hickory will notify Claremont of the need for any contracted repair services, and Claremont shall pay for such repairs at the bid price without markup. Claremont shall make payment for such repairs as invoiced by Hickory with thirty (30) days of receipt of invoice from Hickory.

6.11 Hickory will perform Pretreatment Program services for Claremont using Claremont's adopted Sewer Use Ordinance. Hickory shall communicate with Claremont prior to initiating the Pretreatment Program and shall coordinate contact with the impacted industries with Claremont's representative. Claremont shall be responsible for cost of testing deemed necessary by Hickory staff or as required by NCDENR at direct cost to Hickory.

6.12 Hickory will provide Administrative oversight and assistance to operations of the WWTF's and Lift Stations in dealing with State and Federal officials.

6.13 Hickory shall inspect and maintain Lift Stations in accordance with Hickory Standard Procedures including operational logs, operation reports and Mechanics reports. Hickory will perform duties in compliance with State and Federal regulations related to Collection System Operations.

6.14 Hickory will provide operational Engineering services to staff related to the WWTF and Lift Station operations.

6.15 Hickory will notify Claremont in writing of any capital improvement needs for the WWTF's or Lift Stations and the effect such needs are having on operating the facilities.

6.16 Hickory will notify Claremont of problems in the Collection System

that need attention based on the problems' impact on the Lift Stations. Hickory also will notify Claremont of any WWTF's or Lift Stations' performance problems and will make recommendations as to the corrective measures Claremont can take to correct the identified problems.

6.17 Hickory will assist Claremont with NPDES and Collection System Permit renewals as necessary. Claremont will be responsible for paying for any outside engineering expenses, Headwork's Analysis/Allocation Table creation expenses, required laboratory analysis, TCLP, PPS, long-term sampling, and any other expenses associated with renewing the necessary permits.

6.18 Hickory will provide all employees necessary to perform the duties and services at the Claremont facilities as specified within this Agreement. Hickory will ensure that the employees assigned to the facilities have and maintain the operational expertise and professional credentials necessary to perform the duties. Hickory will maintain health insurance, workers' compensation insurance, and other benefits for the employees.

6.19 Hickory will provide transportation for all Hickory employees assigned to the Claremont systems. Hickory shall obtain and maintain general liability insurance on its vehicles.

6.20 Hickory will be responsible for any Regulatory Agency enforcement action that is directly related to Hickory negligence.

6.21 Hickory shall perform the administrative and managerial duties required for operation of the Claremont Collection System in accordance with NCDENR Regulations. These services shall specifically include:

- Properly licensed Collection System Operator for Backup ORC.
- Report writing for audits, inspections and compliance with NCDENR Regulations (In absence of ORC).
- Physical inspections of lines as required by NCDENR Regulations (In absence of ORC).
- Sanitary Sewer Overflow event site inspection (In absence of ORC).
- Sanitary Sewer Overflow event immediate and 5-day Reporting (In absence of ORC).

6.22 Hickory shall perform the administrative and managerial duties

required for operation of the Claremont Distribution System in accordance with NCDENR Regulations. These services shall specifically include:

- Properly licensed Distribution System Operator for ORC.
- Properly licensed Distribution System Operator for Backup ORC.
- Report writing for audits, inspections and compliance with NCDENR Regulations.
- Physical inspections of lines as required by NCDENR Regulations.
- Provision and review of all necessary standard forms, reports, records etc.
- Sample collection and analysis as required by NCDENR as of the date of this amendment.
- Analysis submittal to NCDENR for Bact-T, Lead & Copper, DDBP and Asbestos.
- Analysis submittal of Chlorine Residuals and MRT sites monthly
- Technical and Engineering support for Distribution System operations.
- Administration of tap records for map updating.
- Administration of Permit required maintenance schedules.

7. OBLIGATIONS OF CLAREMONT

7.1 Claremont will assemble and provide any necessary reports, data, operational information that Hickory staff deem necessary to perform its duties.

7.2 Claremont will be responsible for buildings maintenance and painting at the WWTPs, Lift Stations and appropriate Collection and Distribution System components.

7.3 Claremont will be responsible for proper operation of the Collection System tributary to the WWTP's and Lift Stations. This shall include any necessary testing as may be required by NCDENR for contributory flow to the Collections System. Testing may be coordinated by the City of Hickory and passed through to Claremont as an additional expense as described in Section 5.6 of this agreement.

7.4 Claremont will make necessary and timely repairs to the Collection System for any problems identified by Hickory personnel as negatively impacting WWTF and/or Lift Station operations.

7.5 Claremont will furnish necessary materials, as detailed by Hickory, for provision of remote Lift Station and WWTF monitoring.

7.6 Claremont will be responsible for engineering of any capital improvements to the facilities.

**AGREEMENT FOR OPERATION OF WASTEWATER FACILITIES
BETWEEN THE CITY OF HICKORY AND THE CITY OF CLAREMONT**

JUNE, 2014

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7.7 Claremont will assist Hickory personnel with Pretreatment Program enforcement with industries.

7.8 Claremont will be responsible for any regulatory agency enforcement actions for any violations except for those violations that are directly attributable to negligence by Hickory.

7.9 Claremont will consider modifications suggested by Hickory for improvements or alterations to the Claremont Pretreatment Program.

7.10 Claremont will evaluate through engineering and planning the potential for connection to the Hickory-Catawba WWTF or expansion/upgrade of the McLin WWTF by March 2017.

7.11 Claremont will continue to properly manage and fund the utility system operations through necessary rate adjustments.

7.12 Claremont will inform Hickory of by April 1 of each year of any plans for expansion of its facilities or future service areas.

7.13 Claremont will perform all duties required by NCDENR Regulation for the successful performance of the Distribution and Collection Systems as specified in regulation or permit or recommended by the Hickory assigned Operator in Responsible Charge.

7.14 Claremont will pursue enforcement/remedial actions against any industry whose practices are creating issues with the system's operation.

7.15 Claremont shall be responsible for those fines or civil penalties imposed by any regulatory agency or enforcement agency for violations that are not directly attributable to Hickory's negligence or willful misconduct.

8. INDEMNITY, LIABILITY AND INSURANCE

8.1 To the extent allowed by law, Hickory shall indemnify, defend and hold harmless Claremont, its elected and appointed officers, and its duly authorized agents, servants and employees from any and all costs, expenses or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from Hickory's breach of this Agreement or the negligent or willful acts or omissions of Hickory or its agents, servants, employees or subcontractors provided

**AGREEMENT FOR OPERATION OF WASTEWATER FACILITIES
BETWEEN THE CITY OF HICKORY AND THE CITY OF CLAREMONT**

**JUNE, 2014
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such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of Claremont.

8.2 To the extent allowed by law, Claremont shall indemnify, defend and hold harmless Hickory, its elected and appointed officers, and its duly authorized agents, servants and employees from any and all costs, expenses or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from Claremont's breach of this Agreement or the negligent or willful acts or omissions of Claremont or its agents, servants, employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of Hickory.

8.3 In the event both Hickory and Claremont are found by a finder of fact to be negligent and such negligence of each is also determined to be a proximate cause of the claim, damage, cost, liability or expense (including costs, expenses or liabilities to third parties, but not including attorneys fees), then and in such event, each party shall be responsible for that portion of the claim, damage, cost, liability or expense as its pro rata share of negligence bears to the total of all negligence by both parties (comparative negligence).

8.4 Hickory shall obtain and maintain general liability insurance on its vehicles and workers' compensation insurance for its employees assigned to the Claremont System, as required by regulations and available to all other City Of Hickory employees.

9. EMERGENCIES AND SPECIAL CONDITIONS

9.1 Hickory personnel shall have authorization to proceed with emergency repairs necessary to protect WWTF's and Lift Stations compliance or environmental safety in the event Claremont personnel cannot be reached within a reasonable amount of time as determined by the severity of the incident or potential incident. Any services, equipment or materials required to make the necessary protections or corrections will be invoiced by Hickory and paid by Claremont, this shall be additional to the Contract Compensation amount.

9.2 Claremont will make reasonable efforts to control unacceptable wastewater from entering the System by conforming to Claremont City Code, National and State Pretreatment Standards and modifications as recommended by Hickory.

9.3 Either party shall have the right to negotiate any services not addressed under this agreement or any modification necessary to these services that has substantially changed.

10. TERMINATION

10.1 Either Claremont or Hickory may terminate this agreement anytime during the agreement upon providing written notice to the other party Ninety (90) days prior to the requested termination date.

10.2 Claremont or Hickory shall be compensated for all fees due through the requested date of termination.

11. MISCELLANEOUS

11.1 All notices given pursuant to the terms of this Agreement shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, to the following entities:

Hickory: Hickory City Clerk
P.O. Box 398
Hickory, North Carolina 28603

Claremont: Claremont City Clerk
P.O. Box 446
Claremont, NC 28610

11.2 This Agreement, and any exhibits attached hereto, embody the entire agreement between the parties in connection with this transaction and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this Agreement supersedes any prior agreements or amendments thereto. This Agreement may not be modified except by a written agreement signed by all of the parties.

11.3 Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

11.4 Hickory may not assign or transfer this Agreement to any entity without the written consent of Claremont, which shall not be unreasonably withheld. Upon such assignment or transfer, assignee or transferee shall

**AGREEMENT FOR OPERATION OF WASTEWATER FACILITIES
BETWEEN THE CITY OF HICKORY AND THE CITY OF CLAREMONT**

**JUNE, 2014
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expressly assume all of Hickory's rights, duties, obligations and liabilities hereunder and Hickory shall be relieved of all rights, duties, obligations and liabilities.

11.5 No written waiver by any party at any time of any breach of any other provision of this Agreement shall be deemed a waiver of a breach of any provision herein or a consent to any subsequent breach of the same or any other provisions. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any occasion shall not be deemed a consent to or approval of such action on any subsequent occasion to or approval of any other action on the same or any subsequent occasion.

11.6 The various rights, powers and remedies herein contained and reserved to either Hickory or Claremont shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute. No delay or omission of a party to exercise any right, power or remedy arising from any omission, neglect or default of the other party shall impair any such right, power or remedy or shall be construed as a waiver of any such default or and acquiescence therein.

11.7 The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of such paragraphs or articles of this Agreement nor in any way affect this Agreement.

11.8 This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

11.9 Time shall be of the essence of this Agreement and each and every term and condition thereof.

11.10 Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

11.11 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.

11.12 Both Hickory and Claremont acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both Hickory and Claremont. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

11.13 If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

In Witness Whereof, the parties have executed this Agreement and authorized or accepted conveyance of the real and personal property described herein, as appropriate, the day and year above first written.

CITY OF HICKORY,
A North Carolina Municipal Corporation

By: _____
Rudy Wright, Mayor

ATTEST: (SEAL)

Debbie Miller, City Clerk

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

Melissa Miller, Finance Officer
For City of Hickory

Approved as to form on behalf of the City of Hickory this _____ day of _____, 2014.

Arnita Dula, Deputy City Attorney
For the City of Hickory

CITY OF CLAREMONT,
A North Carolina Municipal Corporation

By: _____
Shawn Brown, Mayor

ATTEST: (SEAL)

Doug Barrick, City Manager

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

Stephanie Corn, Finance Officer

Approved as to form on behalf of the City of Claremont this _____ day of _____, 2014.

Bob Grant, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

I, _____, a Notary Public of said County and State, certify that **Debbie Miller** personally came before me this day and acknowledged that she is City Clerk of the City of Hickory, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Hickory, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal, this the _____ day of _____, 2014.

Notary Public

(SEAL)

My Commission Expires:

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

I, _____, a Notary Public of said county and state, certify that **Doug Barrick** personally came before me this day and acknowledged that he is City Manager of the City of Claremont, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Claremont, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by him as its City Manager.

Witness my hand and seal this _____ day of _____, 2014.

Notary Public

(SEAL)

My Commission Expires: _____

REQUEST FOR COUNCIL ACTION

Date of Meeting:

To: Mayor and the City Council

From: Doug Barrick , City Manager & Bart Travis, Fire Chief

Action Requested: Approve Ordinance 14-13 Fire Department Updates

This ordinance updates the structure of the Fire Dept to operate with two elected assistant chiefs. This changes comes about to assist the dept. in the separation of duties and provide opportunities for growth within the department.

Recommendation: Approve Ordinance

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 14-13

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF
CLAREMONT TITLE 3 PUBLIC SAFETY CHAPTER 2 FIRE PROTECTION

WHEREAS, it is the desire of the Council of the City of Claremont to continually update and revise the Claremont Code of Ordinances in accordance with the needs of the citizens of the City of Claremont.

NOW, THEREFORE, BE IT ORDAINED BY THE CLAREMONT CITY COUNCIL THAT,

That Title Three Chapter Two Section 3-2-2 & 3-2-3, are hereby amended by changing the following:

Sec. 3-2-2 Officers.

(a)The department shall consist of a chief, two (2) assistant chiefs, and such other officers as deemed necessary by the Fire Chief as specified within the Standard Operating Guidelines of the Claremont Fire Department.

(b)The chief is an employee of the City of Claremont and is hired by the city manager. The City Personnel Policy will state hiring guidelines. The assistant chiefs and other officers shall be selected from the membership by a plurality vote of the members of the department subject to a confirmation vote of the city council. Said election of officers shall be held by the department at its regular scheduled meeting in May of each year, and the recommendations for office shall be submitted to the council at the first regular meeting in June of each calendar year for approval and installation. Election proceedings shall be as specified by the Standard Operating Guidelines of the department.

Sec. 3-2-3 Duties and powers of the chief.

(h) In the absence of the Chief, The Assistant Chiefs shall be in full charge of the department.

INTRODUCED at a regular meeting of the City Council of the City of Claremont on May 5, 2014

ADOPTED at a regular meeting of the City Council of the City of Claremont on May 5, 2014

Shawn R. Brown, Mayor

ATTEST:

Doug Barrick, City Clerk

APPROVED AS TO FORM:

Bob Grant, City Attorney

REQUEST FOR COUNCIL ACTION

Date of Meeting:

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Budget Transfers

Monies have been moved in the FY 14 Budget to cover some unplanned expenses and break downs.

Recommendation: Informational Only



CITY OF CLAREMONT
CLAREMONT, NORTH CAROLINA

May 5, 2014

I, Stephanie Corn, authorize the following transfers in the Fiscal Year 2014 budget.

Wastewater Treatment

<u>Line</u>	<u>Debit</u>	<u>Credit</u>
30.8220.0490 NCDENR Fees	\$3,000	
30.8220.0450 Engineering		\$3,000

City Council

<u>Line</u>	<u>Debit</u>	<u>Credit</u>
10.4100.0600 Group Insurance	\$225	
10.4200.1400 Travel & Training		\$225

Fire

<u>Line</u>	<u>Debit</u>	<u>Credit</u>
10.5300.0900 Medical Physicals	\$1,300	
10.5300.7400 Capital Outlay		\$1,300
10.5300.0500 FICA	\$750	
10.5300.7400 Capital Outlay		\$750
10.5300.4500 Contracted Services	\$4,150	
10.5300.7400 Capital Outlay		\$4,150

Police

<u>Line</u>	<u>Debit</u>	<u>Credit</u>
10.5100.0900 Medical Physicals	\$10	
10.5100.7400 Capital Outlay		\$10
10.5100.0300 Part Time Salaries	\$4,000	
10.5100.0200 Full Time Salaries		\$4,000

Public Works

<u>Line</u>	<u>Debit</u>	<u>Credit</u>
10.5450.0300 Part Time Salaries	\$4,000	
10.5450.0200 Full Time Salaries		\$4,000
10.5450.4800 Leaf Bags	\$40	
10.5450.4900 Landfill Fees		\$40

These transfers do not increase or decrease the Fiscal Year 2014 budget.

Stephanie Corn, Finance Officer

Doug Barrick, City Manager

Claremont April 2014 Dashboard Report

Police Dept.			Fire Dept.			Financials		
	Month	YTD		Month	YTD		% In	% Out
Calls Answered	542	2632	Calls for Service	18	78	General Fund	99%	81%
Citations Served	107	335	Working Fires	7	19	Enterprise Fund	69%	62%
Warnings	63	190	Training Hours	72	665			
Number of Arrests	10	31	Prevention Programs	7	43	Rescue Squad		
Accidents	10	35	False Alarms	0	7		Month	YTD
Warrants	15	44	EMS Calls	5	16	Calls for Service	53	260
Open Cases	2	16				Training Hours	100	560
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Sgt. Cozzen & Officer Russell assisted Conover PD in the arrest of two suspects involved in credit card fraud, who were wanted by the Secret Service			Please join us this Saturday May 3rd for the Annual Fire Dept. Pancake Breakfast.			Thank you to everyone who supported the 14th Annual Pig Picking & Poker Run. We had 230 riders and enjoyed the support		
Public Works			Utility Dept.			Planning & Zoning Dept.		
	Month	YTD		Month	YTD		Month	YTD
Vehicles Serviced	8	29	Water Turned Off	13	38	Zoning Permits	2	12
Recycling Tonnage	3.03	18.63	Water Taps	2	5	Residential Permits	0	2
Solid Waste Tonnage	32.04	142.4	Water Purchased	5,806,000	24,863,000	Commercial Permits	1	5
Street Lights Replaced	11	29	Water Sold	5,063,133	21,817,611	Enforcement Cases	2	8
Work Orders	45	129	McLin WWTP Avg.	186,000	178,333	Planning Board Work	2	6
Sewer Line Jetted	2,022	5,476	North WWTP Avg.	82,000	78,333	Safety Permits	0	2
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Public Works has completed the park ball field project and installed the new park access roadway.			Installed 2 new taps on Catawba Street. Fire Dept. has been flushing Fire hydrants this month.			Planning Board will hear a CUP for Oxford Crossing on May 8th.		

REQUEST FOR COUNCIL ACTION

Date of Meeting: **May 5, 2014**

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Closed Session

The City of Claremont City Council under attorney Client privileges and General Statues will hold a Closed Session to discuss the following matters

- A Potential EDC Contract (General Statue 143-318.11(4))

Recommendation: Hold A Closed Session



City of Claremont Fiscal Year 2014 Resolution Index

Resolutions

Number	Title	Meeting Date
01-13	Surplus Property	July 1, 2013
02-13	Surplus Property	August 5, 2013
03-13	NCLM Delegate	September 3, 2013
04-13	Annex 13-02 Sufficiency	October 7, 2013
05-13	Annex 13-02 Public Hearing	October 7, 2013
06-13	Planning Board ETJ Members	November 4, 2013
07-13	Local Water Supply Plan	November 4, 2013
08-13	WPCOG Delegates 2014	December 2, 2013
09-13	Travel Policy	December 2, 2013
10-13	FEMA Applicants Agent	December 2, 2013
11-13	Claremont Daze 2014	January 6, 2014
12-13	Surplus Property	February 3, 2014
13-13	Surplus Property	March 3, 2014
14-13	WPCOG Manufacturing Support	March 3, 2014
15-13	Appreciation Dana WPCOG	April 7, 2014
16-13	Planning Board Appointments	April 7, 2014
17-13	Annex 14-01 Sufficiency	April 7, 2014
18-13	Annex 14-01 Public Hearing	April 7, 2014



**City of Claremont
Fiscal Year 2014
Resolution Index**

Resolutions

Number	Title	Meeting Date
19-13	Planning Board Appointment	May 5, 2014
20-13	Parks & Recreation Master Plan	May 5, 2014



City of Claremont

Fiscal Year 2014

Ordinance Index

Ordinances

Number	Title	Meeting Date
01-13	Budget Ordinance (Golden Leaf)	July 1, 2013
02-13	Budget Ordinance (Rescue Squad)	August 5, 2013
03-13	Budget Ordinance (HVAC)	September 3, 2013
04-13	Budget Ordinance (Police Truck)	October 7, 2013
05-13	Tobacco Free	November 4, 2013
06-13	Annexation (13-02) West Main St.	November 4, 2013
07-13	Fire Department Updates	February 3, 2014
08-13	Budget Ordinance (Appropriate Rev)	March 3, 2014
09-13	Chapter 9 Zoning Updates	March 3, 2014
10-13	Budget Ordinance (NCDPS)	April 7, 2014
11-13	Zoning Map Update –MHO	April 7, 2014
12-13	Annexation 14-01 3303 Centennial	May 5, 2014
13-13	Budget Ordinance (Fire Check Book)	May 5, 2014
14-13	Fire Dept Command Staff Update	May 5, 2014



City of Claremont FY 14 Mission, Values and Goals

Mission Statement

- A progressive city dedicated to preserving small town values while planning for the future.

City Council Core Values:

- Effective local, regional and state partnerships
- Excellent and cost effective services including police, fire, rescue, and public works.
 - Long term financial stability
- Planned growth and economic development
 - Fiscal accountability
 - Leisure and cultural activities
- Environmentally sensible practices
 - Citizen Involvement

FY 2014 Departmental Goals

City Council

- Revisit Action Planning process
- Expand on the promotion and support for local businesses and non-profits
- Foster community input, involvement and transparency

Administration

- Expand the Cities E- Profile
- Seek ways to expand community engagement and information delivery
- Begin renovations to City Hall
- Improve staff opportunities for professional development in all departments
- Expand business recruitment and retention practices for all areas of the City

Police

- Update Employee Files
- Audit Evidence Room
- Begin a Police 101 class
- Continue the transition to 800Mhz radios
- Place two new patrol vehicle into service
- Begin plans for Police Station renovations

Fire

- Preplan the remaining 50% of the commercial and industrial occupancies in the district
- Inventory and service all Knox boxes
- Complete Fire Department 501(C)(3)
- Bring all members up to NFPA 1403 standards
- Begin planning and specifications for the replacement of Engine 71 & Truck 78 utilizing one rescue engine company

Public Works

- Have all needed employees complete OSHA and NCDOT trainings
- Begin ASE certification training for the City Mechanic
- Complete the replacement of street signs to meet Federal MUTCD regulations

Water & Sewer

- Continue in house certifications for distribution and collection systems
- Expand proactive inspections of water and sewer services
- Begin yearly valve cleaning and exercise program
- Continue the replacement of pumps in the Cities five sewage pump stations