

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



**September 8, 2014
Claremont City Hall
7:00 pm**



**CITY OF CLAREMONT
CITY COUNCIL MEETING**

**Regular Meeting
September 8, 2014
7:00 PM**

Council Chambers, Claremont City Hall

AGENDA

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. INVOCATION & PLEDGE OF ALLEGIANCE**
- 4. MAYOR'S REPORT**
- 5. CONSENT AGENDA**
 - A. Regular Meeting Minutes – August 4, 2014
 - B. Closed Session Minutes- August 4,2014
- 6. CITIZEN'S CONCERNS AND COMMENTS**
- 7. PUBLIC HEARING**
 - A. City of Claremont Voluntary Annexation 14-02
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
 - A. Ordinance 03-14 Fiscal Year 2015 Budget Amendment
 - B. Ordinance 04-14 US 70 Speed Limit
 - C. Ordinance 05-14 BGA Drive Annexation (ANX 14-02)
 - D. Ordinance 07-14 Apple Inc. Development Agreement
 - E. Police Department Phase III Bid Tabulation
 - F. Ordinance 06-14 C-5195 Sidewalk Project Fund
- 10. DEPARTMENT & COMMITTEE REPORTS**
 - A. Department Dashboard Report
 - B. Parks & Recreation Committee
- 11. CITY MANAGER'S REPORT**
- 12. CLOSED SESSION**
- 13. ADJOURN**

City of Claremont Board & Committee Meetings

City Council Meeting
1st Monday of each month

October 6th

Council Chambers 7:00pm

Planning Board
2nd Monday of each month

October 13th

Council Chambers 7:00 pm

Appearance Committee
2nd Monday of each month

September 8th

Claremont Library 6:00 pm

Parks & Recreation
4th Monday of each month

September 22nd

Claremont City Offices 6:00 pm

Youth Council
1st Sunday of each month

October 5th

Council Chambers 3:00 pm

Claremont Tailgate Market
Every Friday beginning April 26th



City Hall Parking Lot 3-6pm

SAVE THE DATE:

CLAREMONT DAZE 2014

October 3 & 4
Friday 6PM to 11PM • Saturday 9AM to 11PM

Downtown Claremont
[FaceBook.com/CityOfClaremont](https://www.facebook.com/CityOfClaremont)

Two Days Of Crazy Fun For Everyone

Friday 6-11	Saturday 9-11
6:00PM » Festival Opens	9:00AM - 10:30AM » Festival Opens
» Kids' Rides Open 6-9	» Welcome by Mayor Shawn R. Brown
7:00PM » Too Much Sylvia	» Southern Gospel: Friends of Christ
	» Kids' Rides Open @ 10:00
	» Bluegrass: The Neighbors
	» Southern Gospel: Driven Quartet
	» Country: Darrell Harwood
	» Top 40: The Extraordinaires

Live Music • Food & Vendors • Kids' Rides

“A progressive City dedicated to preserving small town values while planning for the future”

REQUEST FOR COUNCIL ACTION

Date of Meeting: **September 8, 2014**

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Approval of Consent Agenda

- A. Regular Meeting Minutes – August 4, 2014
- B. Closed Session Minutes- August 4, 2014

Recommendation: Approve the Consent Agenda



City of Claremont Regular Meeting Minutes Monday, August 4, 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, August 4, 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, Rick Damron, Lieutenant Allen Long, Jessica Miller, Fire Chief Bart Travis, Melinda Bumgarner, Police Chief Gary Bost, Sgt. Duane Cozzen, Public Works Director Tom Winkler and City Planner Shelley Stevens.

Others in attendance were: Robert Smith, Andrea Ramsey, Jessalyn Johnson, Dennis Richards, Matthew Ross, Dalton Miller, Allen Barkley, Tyler Terry, Jeff Barkley, Dedee Barkley, Ramona Cozzen and Brianna Cozzen.

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 Rev. Dennis Richards. Councilmember Timothy Lowrance led the pledge of allegiance.

4. MAYOR'S REPORT

Mayor Brown spoke briefly about several thank you notes. He also recognized Les Sigmon for a \$2,000 donation to the P.J. Stanley Scholarship Fund.

5. CONSENT AGENDA

A. July 7, 2014 Regular Meeting Minutes – Councilmember Timothy Lowrance made a motion to accept July 7, 2014 regular meeting minutes as presented. Councilmember Nicky Setzer seconded the

motion. The motion passed unanimously.

B. July 7, 2014 Closed Session Minutes- Councilmember Timothy Lowrance made a motion to accept June 2, 2014 closed session minutes as presented. Councilmember Nicky Setzer seconded the motion. The motion passed unanimously.

C. Resolution 06-14 Voluntary Annexation Sufficiency- Councilmember Timothy Lowrance made a motion to approve the voluntary annexation sufficiency. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

D. Resolution 07-14 Voluntary Annexation Public Hearing- Councilmember Timothy Lowrance made a motion to accept Resolution 07-14, to hold a public hearing for questions of annexation of the area described herein will be held at Claremont City Hall, 3288 East Main Street, Claremont, NC 28610 at 7:00PM on Monday September 1, 2014.

Catawba County Parcel Identification Number: 375112872357 and located at 2421 BGA Drive comprising 9.310 Acres and furthermore defined in a plat map recorded at the Catawba County Register of Deeds in Plat Book 51- Page 158 as Tract E.

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

E. Resolution 08-14 Awarding Retiring Police Sergeant Duane Cozzen- Duane Cozzen has served as a member of the Claremont Police Department for a period of 15 years and as Sergeant for all of those 15 years and is retiring from the City of Claremont Police Department on August 1, 2014. Council presented Duane with his badge and service weapon. Councilmember Timothy Lowrance made a motion to approve Resolution 08-14. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

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

7. PRESENTATIONS

A. P.J. Stanley Memorial Scholarships- Brenda Stanley presented (2) two, Five Hundred dollar scholarships.

The PJ Stanley Memorial Scholarship Committee has reviewed the applications for the Fall 2014 scholarship awards to honor former City Councilman James "PJ" Stanley. The recipients of the Fall 2014 awards are:

Matthew Ross

2012 Graduate of Bunker Hill High School
Member of the Oxford Fire Dept & Claremont Rescue
Attending CVCC for Fire Protection Technology

Allen Barkley

2013 Graduate of Bunker Hill High School
Member of the Claremont Fire Dept
Attending CVCC for Fire Protection Technology

B. Police Department- Police Chief Gary Bost and Mayor Shawn Brown presented Duane Cozzen with his badge and weapon. Duane Cozzen has served as a member of the Claremont Police Department for a period of 15 years and as Sergeant for all of those 15 years and is retiring from the City of Claremont Police Department on August 1, 2014.

8. OLD BUSINESS- none

9. NEW BUSINEES-

A. Resolution 05-14 Exchange of Land Rights- The City has been approached by Apple Inc to revise the existing resolution of exchange rights to transfer the City owned land to Apple Inc. instead of Duke Energy. All other aspects of the resolution remain the same. Motion was made by Councilmember Dale Sherrill to accept Resolution 05-14. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

B. Ordinance 02-14 Animal Updates- The City has been approached by the County to align our ordinances with the County code for Animal services. In order to streamline this process the proposed ordinance references the County code and aligns the power to enforce both the City Code and County code for both Claremont Police and County Animal Control officers as allowed by state law for mutual aid.

The proposed changes also strengthen our existing code for animal nuisance issues and sets forth enforceable penalties for the Police and Animal control to enforce.

Motion was made by Councilmember Timothy Lowrance to accept Ordinance 02-14. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

C. Harris Local Government MyGovHub Web Portal- This web portal for online bill pay will allow customers more transparency in their billing information and builds on the city's ability to expand our e-profile. This portal will allow for online bill notification, billing history, usage history, & user set up configurations. The City will benefit from the flexi bill integration for real time payments, and ability to save costs over time with e-billing. The portal has a onetime payment of \$2,250 and a yearly ongoing charge of \$1,500 per year. The customers will assume the usage charges in the transaction fees with a standard fee costing the customer \$2.25 per transaction.

Motion was made by Councilmember Dayne Miller to accept the contract with MyGovHub, for online water/sewer payments. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

10. DEPARTMENT & COMMITTEE REPORTS

A. Monthly Department Dashboard Report- Public Works Director Tom Winkler thanked all departments for their assistance while his crew made water connections on Main Street.

B. Parks and Recreation Committee- Jessica Miller spoke on behalf of the Recreation Committee. She gave updates for movies in the park. The next movie will be held on August 16th at 9 p.m. In case of rain the movie will be moved to the fire department. Plans are under way for this year's Scaremont Park.

11. CITY MANAGERS REPORT

City Manager Barrick informed council and those in attendance that NC DOT would start paving on Lookout Street. Mr. Barrick also spoke about the STEM Tours. These tours will be provided by an Innovation Grant. These tours will benefit River Bend Middle School and Bunker Hill High School. Lastly he presented (5) five new AED's to the Police, Fire and Administration Departments.

12. CLOSED SESSION: Motion was made by Councilmember Nicky Setzer to go into a closed session in reference to G.S. 143-318.11(a) (4) at 7:45 p.m. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

Motion was made by Councilmember Nicky Setzer to recess the closed session at 8:19 p.m. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

13. ADJOURN- Motion was made by Councilmember Dayne Miller to adjourn the meeting at 8:37 p.m. Second was made by Councilmember Dale Setzer. Motion passed unanimously.

Respectfully submitted,
Wendy L. Helms, Administrative Support Clerk

Shawn R. Brown, Mayor

Attested:

Douglas L. Barrick, City Clerk

REQUEST FOR COUNCIL ACTION

Date of Meeting: **September 8, 2014**

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: **September 8, 2014**

To: Mayor and the City Council

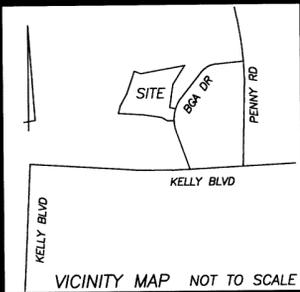
From: Doug Barrick , City Clerk

Action Requested: Hold Public Hearing for Annexation 14-02

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 2421 BGA Drive are requesting voluntary annexation into the Corporate Limits of the City of Claremont. This 9.310 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



FILED Aug 08, 2014 09:35 am
 BOOK 00074 CATAWBA COUNTY NC
 PAGE 0018 THRU 0018 DONNA HICKS SPENCER
 INST # 11945 REGISTER OF DEEDS
 EXCISE TAX (None)

G&A PROPERTIES
 OF CONOVER, LLC
 DB 2194 PG 1336
 PB 51 PG 158



SURVEYOR'S CERTIFICATE

I, RANDAL HONEYCUTT CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM EXISTING RECORDS; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN (DEED DESCRIPTION RECORDED IN BOOK 2215 PAGE 1765, PLAT BOOK 51 PAGE 158). THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE

29th DAY OF July 2014.

Randal W. Honeycutt
 RANDAL W. HONEYCUTT PLS-4399



NORTH CAROLINA CATAWBA COUNTY

THE PROPERTY ON THIS PLAT WAS DULY APPROVED FOR ANNEXATION BY THE CITY COUNCIL OF THE CITY OF CLAREMONT ON THE 4th DAY OF August 2014 AND AN ORDINANCE DULY ADOPTED BY AND CERTIFIED AND THIS MAP IS HEREBY ORDERED TO BE RECORDED IN ACCORDANCE WITH NCGS 160A-29 BY:

Shawn R. Brown
 MAYOR - CITY OF CLAREMONT

Doug Barrick
 CITY CLERK

NORTH CAROLINA CATAWBA COUNTY

I, Stephanie Corn, A NOTARY IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT Shawn Brown, MAYOR-CITY OF CLAREMONT AND Doug Barrick, CITY CLERK FOR THE CITY OF CLAREMONT PERSONALLY APPEARED BEFORE ME THIS DATE AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND NOTARY SEAL THIS THE 4th DAY OF August 2014

Stephanie Corn
 NOTARY PUBLIC

9-14-18
 MY COMMISSION EXPIRES

Stephanie Corn
 Notary Public
 Catawba County
 North Carolina
 My Commission Expires 9-14-18

SUBDIVISION ADMINISTRATOR

I HEREBY CERTIFY THAT THIS PLAT DOES NOT FALL UNDER THE DEFINITION OF A SUBDIVISION IN THE CLAREMONT SUBDIVISION ORDINANCE AND IS EXEMPT FROM ALL REQUIREMENTS OF NEW SUBDIVISIONS IN THE CITY OF CLAREMONT.

Shelley Stevens
 SUBDIVISION ADMINISTRATOR

8/4/14
 DATE

9.35 ACRES TOTAL
 AREA BY COORDINATE COMPUTATION

ANNEXATION FOR:
CITY OF CLAREMONT

CLINES TSP., CATAWBA CO., N.C.



HONEYCUTT LAND SURVEYING, P.A.
 P.O. Box 1103 - 22 S. Main Ave. Suite 102A
 Newton N.C. 28658 Phone: 828-464-0702
 www.honeycuttsurvey.com FIRM #C-3570

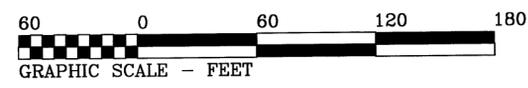
J. Mike Honeycutt L-1360 Randal W. Honeycutt L-4399

FEMA FLOOD PANEL NO. 3710375100J	DEED: 2215-1765	COORD. FILE: 14077330.CRD
EFF. DATE 9/5/2007		DWG FILE: 14077330.DWG
DATE: 7-16-14	PIN NO.: 375112872357	HLS FILE: B-2723
SCALE: 1" = 60'		

CH = S 12°53'23"W
 CH = 177.62'
 ARC = 178.64°
 RAD = 480.64'

74-18

STATE OF NORTH CAROLINA
 COUNTY OF CATAWBA
 I, Shelley Stevens, REVIEW OFFICER OF CATAWBA COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Shelley Stevens
 REVIEW OFFICER
 8/4/14
 DATE



F.E.M.A. CERTIFICATION
 IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE RATE MAPS PUBLISHED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), FEDERAL INSURANCE ADMINISTRATION, AND PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FEDERAL INSURANCE ADMINISTRATION (CATAWBA COUNTY NORTH CAROLINA), FIRM PANEL NO. 3710375100J, EFFECTIVE DATE: 9/5/2007. A PORTION OF THIS PROPERTY HAS BEEN DETERMINED TO LIE INSIDE OF A SPECIAL FLOOD HAZARD AREA.

- NOTES:**
1. THE PURPOSE OF THIS SURVEY IS TO ANNEX SUBJECT PARCEL NO: 3751 12 87 2357 IN ITS ENTIRETY. THIS IS NOT A FIELD SURVEY. INFORMATION SHOWN HEREON IS TAKEN FROM EXISTING RECORDS.
 2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. THIS PROPERTY MAY BE SUBJECT TO RIGHTS OF WAYS OR EASEMENTS NOT SHOWN HEREON.
 3. THIS PROPERTY IS CURRENTLY ZONED M-1. AND IS LOCATED IN THE CITY OF CLAREMONT ZONING DISTRICT.
 4. SUBJECT PARCEL IS LOCATED IN WS-IV WATERSHED PROTECTED AREA.

- LEGEND**
- EXISTING IRON (TYPE NOTED)
 - NEW IRON (TYPE NOTED)
 - ⊙ PK NAIL
 - ⊙ MAG NAIL
 - ⊙ R/R SPIKE
 - ▲ CONCRETE MONUMENT
 - ▲ STONE
 - × COMPUTED POINT
 - R/W
 - OVERHEAD UTILITIES
 - FENCE
 - SANITARY SEWER
 - WATER LINE
 - LINES NOT SURVEYED

SOUTHERN REGION INDUSTRIAL REALTY, INC. DB 1583 PG 391

MHBPC, INC. DB 1541 PG 165

F.E.M.A. FLOOD LINE FROM GIS RECORDS

EXISTING CITY LIMIT LINE FROM GIS RECORDS

CITY OF CLAREMONT DB 2238 PG 1231 PB 51 PG 158

CITY OF CLAREMONT DB 2238 PG 1231 PB 51 PG 158



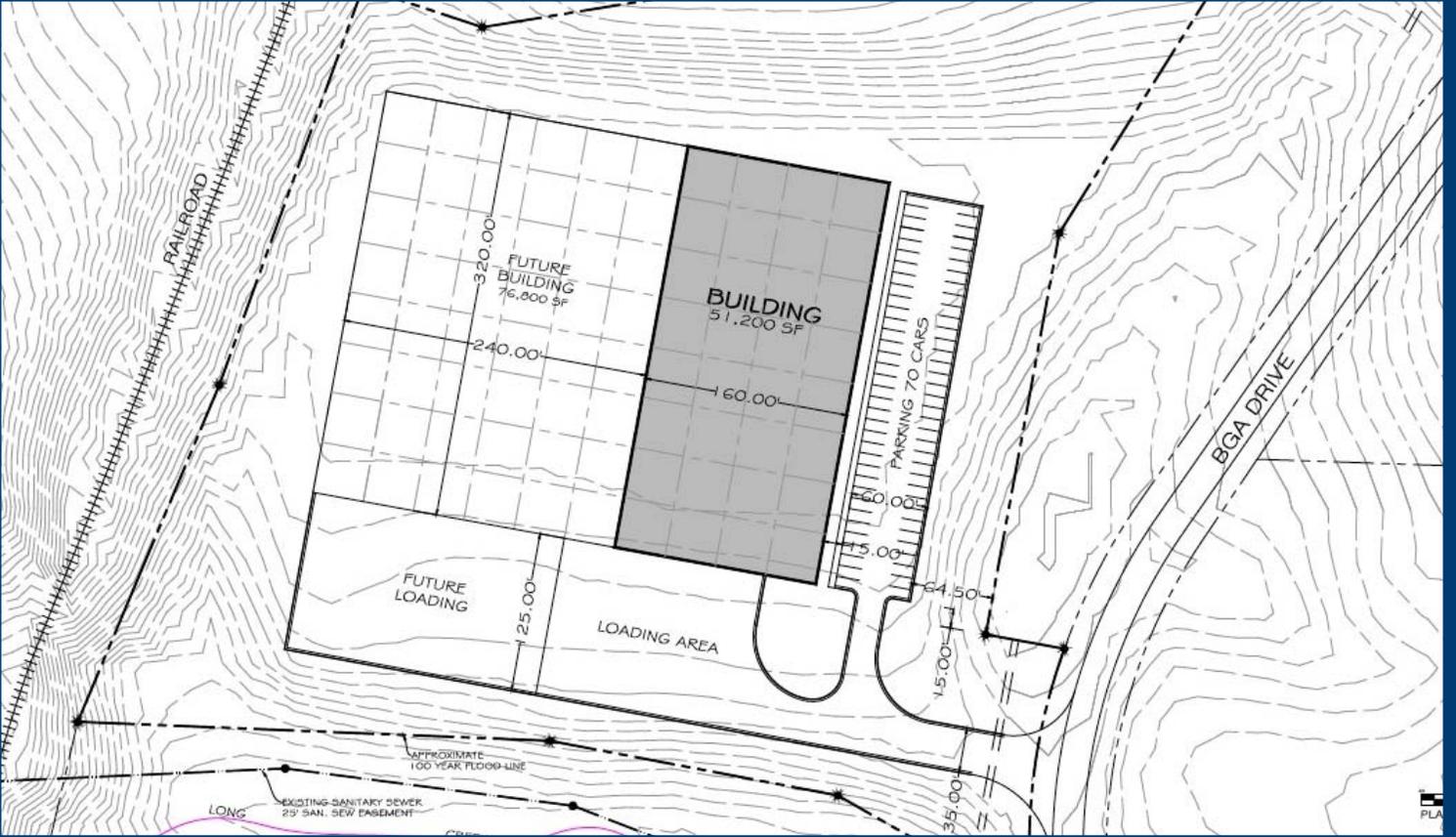
Claremont Spec Building—51,200 s.f.

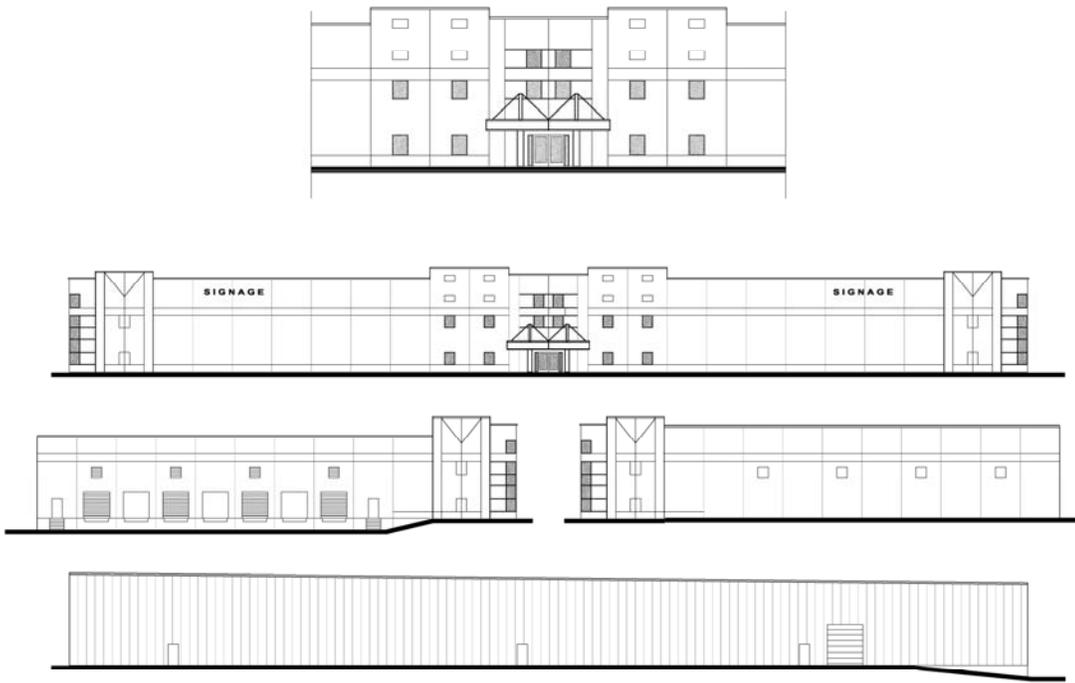
- ✓ 51,200 s.f. manufacturing space with 28'-32' ceilings throughout
- ✓ Expandable to over 128,000 s.f.
- ✓ 9.31 acres zoned M-1 (Industrial)
- ✓ Fast track local permitting available
- ✓ Duke Energy—Service will be customized to meet client's needs
- ✓ City of Claremont looped water line—12"
- ✓ City of Claremont wastewater—12"
- ✓ Piedmont Natural Gas—2", 60psi
- ✓ Telecommunications—AT&T, DukeNet
- ✓ 8" thick insulated precast concrete wall panels
- ✓ Roof—2 layers of 2.5" iso insulation for an R-30 value; 45 mil TPO membrane roof with a 15-year warranty
- ✓ 4 dock doors—8' x 9'; 3 additional knock out panels
- ✓ 1 drive in door—12' x 14'
- ✓ 70 parking spaces
- ✓ 1.8 miles to I-40 (E/W) and 19.3 miles to I-77 (N/S)
- ✓ Shell complete no later than 7/31/2014
- ✓ Final Build-out can be completed within 120 days
- ✓ 50 minutes to Charlotte-Douglas International Airport
- ✓ Low Tax Rate—Combined \$0.99/\$100 valuation
- ✓ Metro population of over 360,000 with a workforce of 250,000 and 25,000 underemployed workers
- ✓ Metro Area ranked Top 6 in the US for Cost of Doing Business (2006-2013)
- ✓ Within one-day drive of 65% of US population
- ✓ Shell Building "as is" sale price is \$1,950,000 or base lease rate of \$3.40 with building upfits customized and added to base lease rate
- ✓ Lease rate estimated for finished building between \$4.50 to \$4.75 depending upon term and tenant credit including 2,000 s.f. of air conditioned office space, 6-inch concrete slab, plant area heated, fire sprinklers, electrical lighting and power system based on 400 amp service, heavy duty asphalt truck drives and light duty employee parking
- ✓ Building can also be upfit to client's specifications, please call for pricing

2421 BGA Drive, Claremont, NC 28610

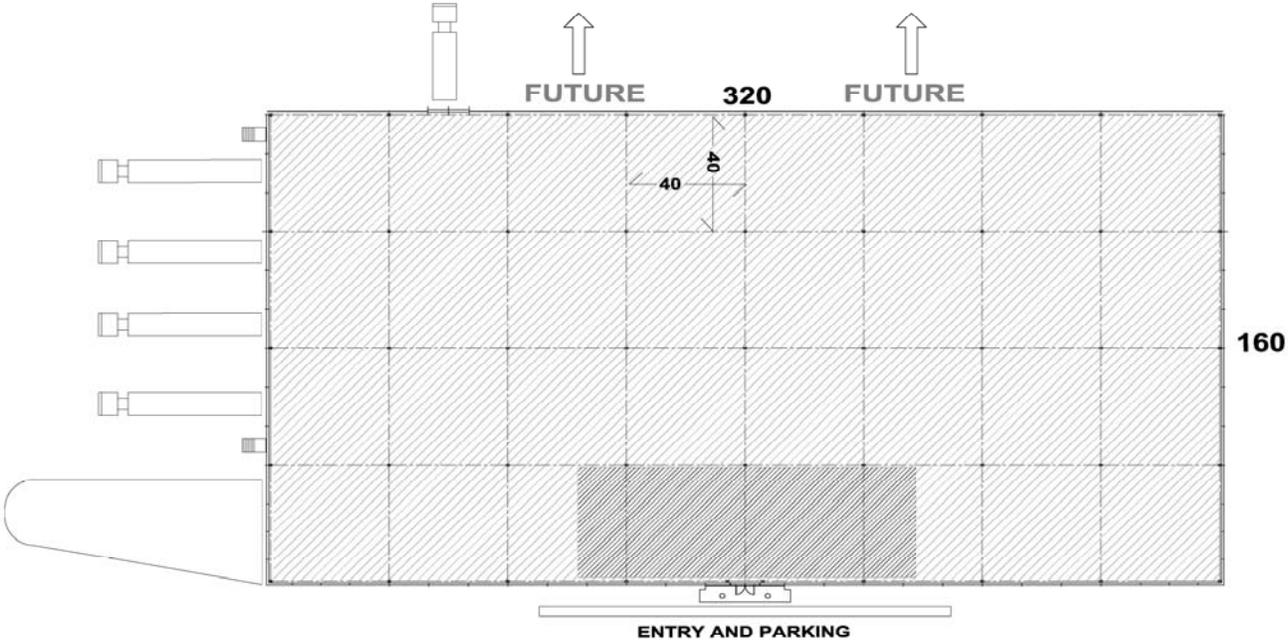
Claremont Spec Building

51,200 s.f. (expandable) - \$1,950,000

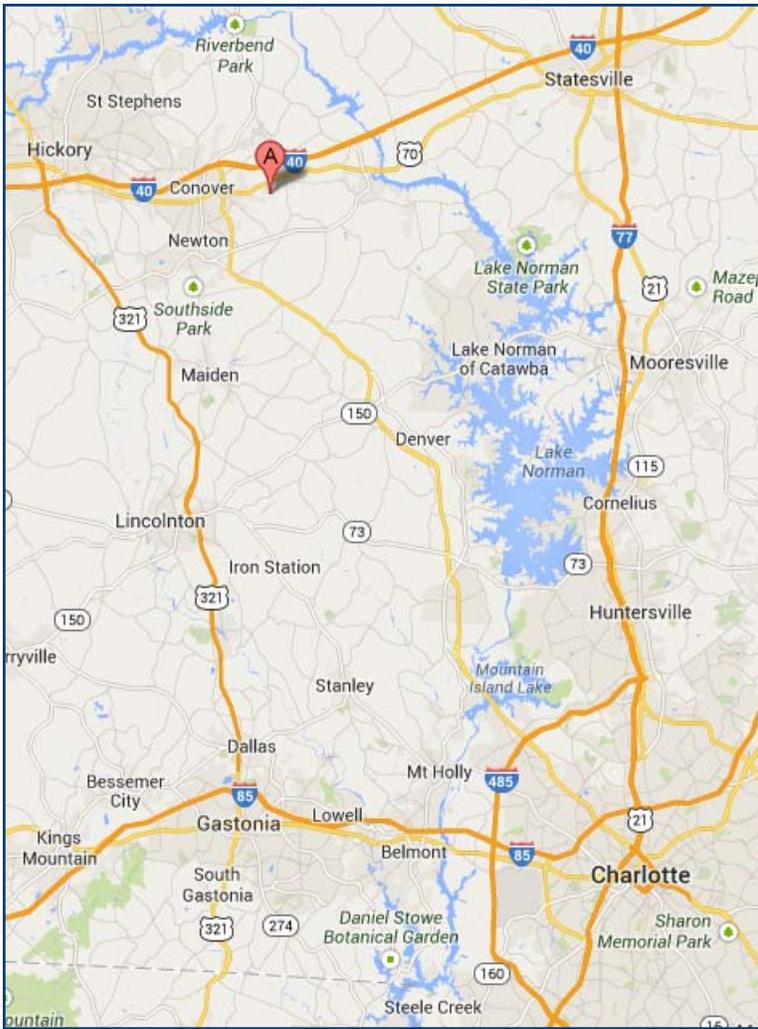




SCHEMATIC ELEVATIONS



SCHEMATIC PLAN



- ✓ 1.8 miles to I-40 (E/W)
- ✓ 19.3 miles to I-77 (N/S)
- ✓ 50 minutes to Charlotte-Douglas International Airport
- ✓ 50 minutes to Charlotte Intermodal Facility
- ✓ Less than 4 hours to the Port of Charleston, SC
- ✓ 4 hours, 15 minutes to the Port of Wilmington, NC

- ✓ Less than one-day drive time to 65% of the US population:
 - 4 hours to Atlanta, GA
 - 6.5 hours to Pittsburgh, PA
 - 7 hours to Dayton, OH
 - 9.5 hours to New York, NY
 - 9.5 hours to Detroit, MI
 - 11 hours to Miami, FL
 - 11 hours to Chicago, IL



Catawba County EDC
 1960-B 13th Avenue Drive SE
 Hickory, NC 28602
 828-267-1564
 email: edc@catawbacountync.gov
www.catawbaedc.org



REQUEST FOR COUNCIL ACTION

Date of Meeting: **September 8, 2014**

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Approve Ordinance 03-14 Budget Amendment

This budget amendment appropriates funds for the following projects:

NCDENR Grant

Two Cell Phone Tower Modification Permits

Claremont Daze Sponsorships

Christmas Parade Sponsorships

Fire Dept FEMA 800 Mhz Radio Grant

- 9 Mobile Radios & 15 Walkie Radios = A \$94,800 Value

Initial Contribution to the C-5195 Sidewalk Grant Project Fund

Recommendation: Approve Ordinance 03-14

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 03-14

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

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

General Fund

<u>Revenues</u>	<u>Increase</u>	<u>Decrease</u>
Miscellaneous Revenues 10.3350.0000	\$11,276	
Fund Balance 10.3990.0000	\$91,480	
Total	\$102,756	

<u>Expenditures</u>		
Maintenance of Grounds 10.6200.1500	\$5,276	
Miscellaneous Expenses 10.4200.5700	\$6,000	
Recreation Projects 10.6200.7300	\$5,000	
Parade 10.6200.8200	\$2,000	
Capital Outlay 10.5300.7400	\$9,480	
Transfer to C-5195 Sidewalk Fund 10.4200.9800	\$75,000	
Total	\$102,756	

INTRODUCED at the regular meeting of the City Council of the City of Claremont on
September 8, 2014.

ADOPTED at the regular meeting of the City Council of the City of Claremont on
September 8, 2014.

MAYOR Shawn R. Brown

ATTEST:

Doug Barrick, City Clerk

APPROVED AS TO FORM:

Bob Grant, City Attorney

REQUEST FOR COUNCIL ACTION

Date of Meeting: **September 8, 2014**

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Approve Ordinance 04-14 US 70 Speed Limit

The City has been approached by NCDOT to clean up our existing City ordinance in regards to the 25mph speed limit area along US 70. When the City enacted the ordinance Us &0 was both US 70 &64. Now that Main Street is no longer US 64, NCDOT has asked to remove that wording and clean up the files. The speed limits will remain the same.

Recommendation: Approve Ordinance 04-14

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1068326

Division: 12 **County:** CATAWBA

Municipality: CLAREMONT

Type: Municipal Speed Zones

Road: US 70

Car: 25 MPH

Truck: 25 MPH

Description: From a point 0.145 mi. east of SR 1715 (N. Oxford St.), eastward to a point 0.248 mi. east of SR 1716 (Lookout St.).

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance/Resolution Number: _____

In witness whereof, I have hereunto set my hand and the municipal seal this _____ day of _____, 20____.

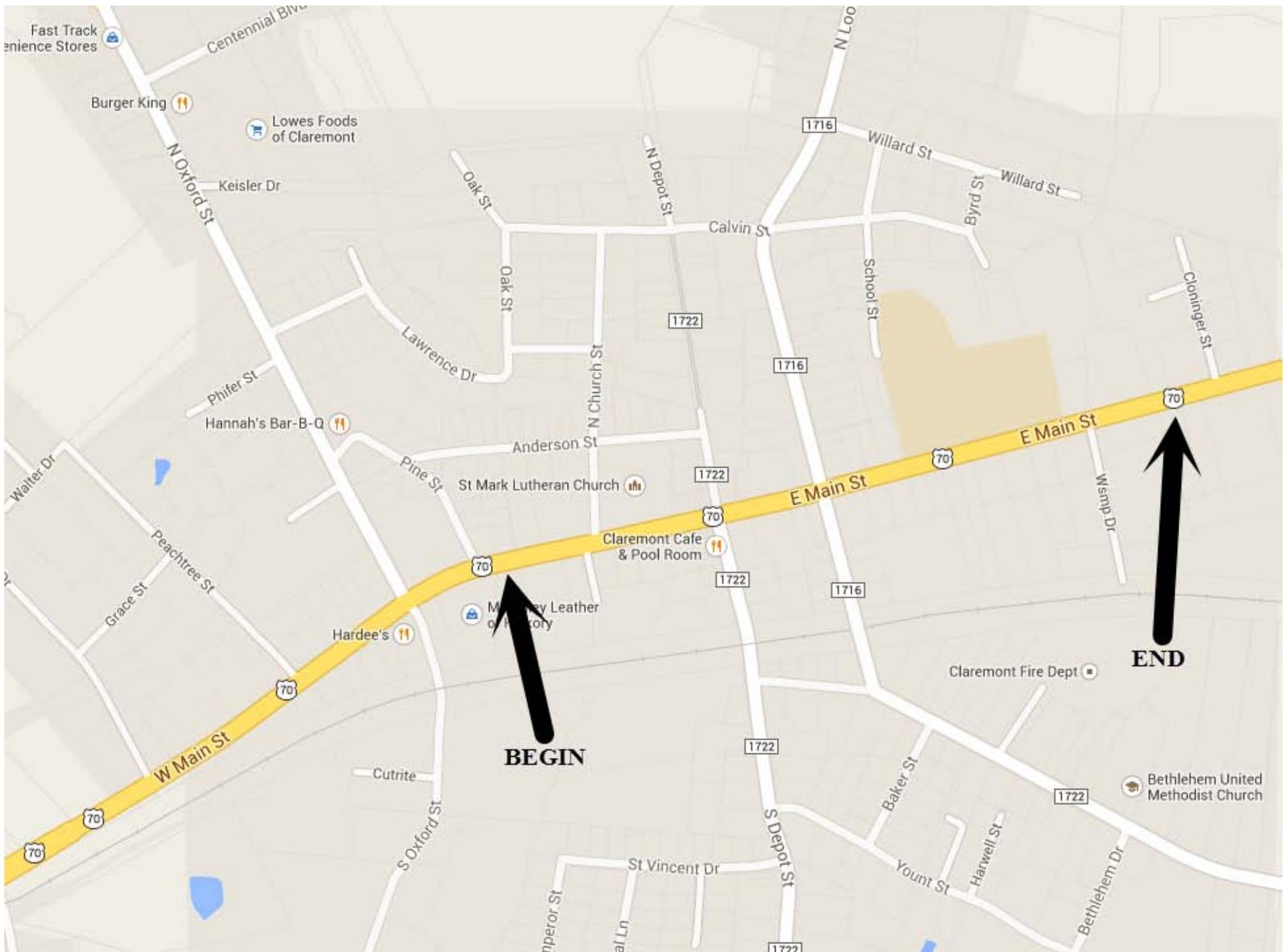
(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____



City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 04-14

AN ORDINANCE OF THE CITY OF CLAREMONT ESTABLISHING SPEED LIMITS ON
NCDOT MAINTAINED ROADS

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

WHEARAS, the N. C. Department of Transportation establishes speed limits on all roads within
the State Highway system under North Carolina General Statute 20-141 (f) and,

WHEARAS, US Highway 70 (Main Street) is under control of the N.C. Department of
Transportation.

NOW THEREFORE IT IS ESTABLISHED that the Claremont Code of Ordinances be revised
to show the following changes;

A-3 Section 105

Revise Subsection (1) to:

US 70 (Main Street) between the intersection with Pine Street and the Intersection with Spring
Street. Further described as from a point .145 miles east of SR 1715 (N. Oxford St.), eastward to a
point 0.248 miles east of SR 1716 (Lookout St.)

INTRODUCED at a regular meeting of the City Council of the City of Claremont on
September 8, 2014

ADOPTED at a regular meeting of the City Council of the City of Claremont on
September 8, 2014.

MAYOR Shawn R Brown

ATTEST:

Doug Barrick, City Clerk

APPROVED AS TO FORM:

Bob Grant, City Attorney

REQUEST FOR COUNCIL ACTION

Date of Meeting: September 8, 2014

To: Mayor and the City Council

From: Doug Barrick , City Clerk

Action Requested: Approve Ordinance 05-14 Extension of the Claremont Corporate Limits (ANX 14-02)

The owners of 2421 BGA Drive are requesting voluntary annexation into the Corporate Limits of the City of Claremont. This 9.310 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. 05-14

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CLAREMONT (ANX 14-02)

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 in the Council Chambers of the Claremont City Hall at 7:00 o'clock, p.m. on the 8th day of September, 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 8th day of September, 2014:

Being all of Catawba County Parcel Identification Number: 375112872357 and located at 2421 BGA Drive comprising 9.35 Acres and furthermore defined in a plat map recorded at the Catawba County Register of Deeds in Plat Book 74- Page 18 as Tract E.

Section 2. Upon and after the 8th day of September 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 September 8, 2014.

ADOPTED at a regular meeting of the City Council of the City of Claremont on September 8, 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: **September 8, 2014**

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Approve Ordinance 07-14 Apple Development Agreement

As required by NCGS 160A- 400.22 The City Council must formalize the completed Development Agreement by ordinance. Apple has now executed the agreement and we are ready to finalize the agreement via ordinance.

Recommendation: Approve Ordinance 07-14

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 07-14

AN ORDINANCE OF THE CITY OF CLAREMONT APPROVING DEVELOPMENT
AGREEMENT BETWEEN APPLE, INC. & THE CITY OF CLAREMONT

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

WHEARAS, the City of Claremont has deemed it appropriate to enter into a development agreement with Apple Inc, pursuant to part 3D or Article 19 of Chapter 160A of the General Statutes of North Carolina; and

WHEARAS, A public hearing was held on July 7, 2014 after due notice having been legally advertised pursuant to the provisions of North Carolina General Statutes 160A- 364; and

WHEARAS, The proposed development agreement complies with the provisions of North Carolina general Statues 160A-400.23 and 160A-400.25; and

WHEARAS, The City Council gave preliminary approval of the proposed development agreement on July 7, 2014 subject to acceptance by Apple Inc of the terms and conditions therein and execution by Apple Inc of the development agreement ; and

WHEARAS, Apple Inc. has now executed the proposed development agreement; and

WHEARAS, North Carolina General Statue 160A- 400.22 requires that a development agreement entered into pursuant to part 3d of Article 19 of Chapter 160A of the North Carolina General Statues be approved by ordinance

NOW THEREFORE IT IS ESTABLISHED by the City Council of the City of Claremont that;
The development agreement attached here to as exhibit A is approved as an ordinance of the City of Claremont pursuant to North Carolina General Statue 160A-400.22

INTRODUCED at a regular meeting of the City Council of the City of Claremont on
September 8, 2014

ADOPTED at a regular meeting of the City Council of the City of Claremont on September 8, 2014.

_____,
MAYOR Shawn R Brown

ATTEST:

Doug Barrick, City Clerk

APPROVED AS TO FORM:

Bob Grant, City Attorney

Drafted by and Return to:
Womble Carlyle Sandridge and Rice, LLP (JCC)
2100 Wachovia Capitol Center
150 Fayetteville Street
Raleigh North Carolina 27601

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Development Agreement”) is made this _____ day of _____, 2014, by and between the **City of Claremont**, a municipal corporation existing under the laws of the State of North Carolina (the “City”), and **Apple Inc.**, a California corporation, its affiliates and related entities, successors or assigns (“Apple”).

WITNESSETH:

WHEREAS, Apple is the contract purchaser of approximately 126.101 acres of real property and 99.842 acres of this real property is more particularly described on *Exhibit A* (the “Property”), which is attached hereto and made a part hereof by reference; and

WHEREAS, the Property contains more than twenty-five (25) acres of developable land within the zoning jurisdiction of the City; and

WHEREAS, Apple has proposed to establish on the Property a large-scale project extending over a period of years with the uses of a utility scale solar energy system and other facilities or uses associated with, convenient to or necessary for operating, maintaining, repairing, upgrading, replacing or restoring the utility scale solar energy system it intends to own and operate on the Property, including but not limited to computer systems and associated components, such as telecommunications and storage systems, power supplies, internet-related equipment and services, data communications connections, environmental controls and security devices (the “Project”); and

WHEREAS, Apple anticipates that the Project will require a long-term commitment of Apple’s resources and will require the careful integration between public capital facilities planning, financing, and construction schedules to be successful from the City’s and Apple’s standpoints; and

WHEREAS, development of the Property as the Project will involve a substantial commitment of private capital by Apple, which Apple is unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development of the Project; and

WHEREAS, at the current time, Apple is proposing as part of the Project various accessory buildings, structures and facilities, paved parking and driveways, security installations and utility and related structures and facilities incident to such uses; and

WHEREAS, all of the Property is located in the City's extra-territorial jurisdiction and is zoned Manufacturing-1 (M-1), which assures that the Project is developed under a single zoning district. To provide for the careful integration and coordination between public capital facilities planning, financing, and construction and the development of the Project, Apple intends to file and not withdraw a petition for voluntary annexation of the Property into the corporate limits of the City; and

WHEREAS, the City Clerk has found that the voluntary annexation petition filed by Apple is sufficient under law to permit the City Council to annex the Property into the City's corporate limits with the effective date of annexation being June 30, 2015; and

WHEREAS, the City and Apple are considering an exchange of real property in order to better promote the interests of the citizens of the City and development of the Project; and

WHEREAS, because of the type, size and location of the Project, the City and Apple believe that orderly completion of the Project will be better accomplished by forming a development agreement than through traditional zoning processes; and

WHEREAS, SunPower Corporation, Systems on behalf of Apple has submitted to the City a proposed layout or site plan as part of an application for a building permit to construct the Project and a copy of this layout or site plan is attached as *Exhibit B*, which is incorporated herein; and

WHEREAS, the City's Zoning Administrator and the City's Subdivision Administrator have reviewed *Exhibit B* carefully and find that (a) *Exhibit B* is in compliance with all City regulations and (b) that construction and operation of the Project is subject only to Apple or Apple's designee acquiring the permits or approvals specifically listed in paragraph 3.3 of this Development Agreement and complying with these permits and approvals; and

WHEREAS, upon the City Council's approval of this Development Agreement, the right to complete the Project shall be vested for the duration of this Development Agreement; and

WHEREAS, after careful review and deliberation, the City finds that the Project constitutes a development suitable to be planned and developed through a development agreement as permitted by Part 3D of Article 19 of Chapter 160A of the North Carolina General Statutes and that it is in the City's interest to enter into this Development Agreement because significant benefits to the City and its citizens will be realized as a result of the Project and this Development Agreement; and

WHEREAS, the details concerning the Property required by N.C.G.S. § 160A-400.25 are set forth in *Exhibit C* and made a part hereof by reference, and the schedule for development of the Property (the "Development Schedule") is attached hereto as *Exhibit D* and made a part hereof by reference; and

WHEREAS, the City has published notice of and has held a public hearing concerning this Development Agreement as required by N.C.G.S. § 160A-400.24 and otherwise completed all steps, conditions and requirements necessary for the City Council to consider the adoption of this Development Agreement as permitted by law; and

WHEREAS, after holding the public hearing and carefully considering the terms and conditions of this Development Agreement, the City Council duly adopted the Development Agreement as an ordinance as required by N.C.G.S. § 160A-400.22 and directed its execution by the Mayor and attestation by the City Clerk.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and pursuant to North Carolina law including N.C.G.S. § 160A-400.20 *et seq.*, the City and Apple agree as follows:

1. Definitions:

1.1 Recitals: The definitions set forth in the recitals to this Development Agreement are incorporated herein by this reference.

1.2 Additional Property: As defined in Section 5 of this Development Agreement.

1.3 Apple: Apple together with its successors and assigns, and (when appropriate in the context) their respective officers, directors, and employees.

1.4 Development Permit: A building permit, zoning permit, subdivision approval, special or conditional use permit, variance, or any other official action by the City having the effect of permitting the development of Real Property.

1.5 Effective Date: The Effective Date is the date the Development Agreement is executed by both parties after the adoption of an ordinance approving the Development Agreement by the City Council. The City shall sign and deliver the Development Agreement to Apple within three (3) calendar days of adopting the ordinance approving the Development Agreement.

1.6 Incentives Agreement: As defined in Section 10.8 of this Development Agreement.

1.7 Land Development Regulations: Ordinances and regulations enacted by the City for the regulation of any aspect of development and including zoning, subdivision, or any other land development ordinances.

1.8 Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the City affecting the development of Real Property, and including, without limitation, laws governing permitted uses of Real Property, density, design, and improvements.

1.9 NCDOT: North Carolina Department of Transportation.

1.10 Project Development Law: As defined in Section 4 of this Development Agreement.

1.11 Real Property: All real property subject to land use regulation by the City and including any improvements or structures customarily regarded as a part of real property.

1.12 City: The City together with its successors and assigns, and (when appropriate in the context) its elected officials, employees, agents and independent contractors.

2. Establishment and Provision of Public Infrastructure by the City: In order to provide sufficient public infrastructure for the Project and other properties and citizens located in the vicinity of the Project, the City shall undertake the following:

2.1 Fire and Other Emergency Services: The City shall provide appropriate response times for all emergency services, e.g. fire and police, for incidents occurring at the Project or properties located in the vicinity of the Project and shall install a fire hydrant, at no cost to Apple, at the entrance to the Project for fire protection of the Project no later than issuance of a certificate of occupancy for the Project. The City shall not impose fees for fire or any other police or emergency services on Apple in excess of those imposed on other properties or citizens within the City's corporate limits.

2.2 Transportation Improvements/Requirements, Water/Sewer and Other Municipal Services: The City does not and shall not require Apple to construct acceleration or deceleration lanes or turn lanes and the only transportation improvements required for the Project are those identified by the driveway permits to be issued by NCDOT to Apple or its designee in connection with the Project. Municipal water and sewer services are available to the Property and upon Apple's request, the City shall provide to the Project and Property such other municipal services as it provides its other citizens, now or in the future, such as solid waste disposal, and shall not impose fees for the same in excess of those imposed on other properties or citizens within the City's corporate limits.

3. Coordination and Management of Development Approvals for the Project: In order to provide for coordination and management of the development reviews, approvals and permits associated with the Project, the City agrees as follows:

3.1 Reviews and Approvals: The City and its contractor, Catawba County Building Inspection Department, shall provide expedited review, inspection and approval of all plans and work associated with completion of the Project.

3.2 Cooperation and Assistance: The City shall assist and cooperate with Apple and the contractor of Apple's choice in connection with reviews, approvals and permits issued by Catawba County or the State of North Carolina associated with the Project.

3.3 Future Development Permits and Approvals for the Project: The parties agree that Apple needs to obtain only the following permits and/or approvals in order to complete the development of the Project:

- A. City/Catawba County Building Inspection Department
 - i. Building Permit(s)
 - ii. Soil Erosion and Sedimentation Control Permit(s)
 - iii. Stormwater Permit(s)

- B. State
 - i. NCDOT Driveway Permit(s)

The failure of this Development Agreement to identify a particular permit, condition, term or restriction does not relieve Apple of the necessity of complying with the Project Development Law. Further, nothing herein prohibits Apple from seeking other or further reviews, permits or approvals in connection with use of the Property.

4. Vested Rights to Complete the Project; Application of Laws and Land Development Regulations: Except for the limited grounds stated in the current (as of the Effective Date) version of N.C.G.S. § 160A-385.1(e), the Project shall be subject only to the Laws and Land Development Regulations and policies enacted and applicable to the Property and Project at the time of the City's approval of the Development Agreement by adoption of an ordinance (the "Project Development Law"). Additionally, no future development moratoria or development impact fees shall apply to the Project without the written consent of Apple or its successors in interest. Laws, rules, regulations or policies enacted, adopted, formed or administered by the City or any of its boards, officials or staff subsequent to the adoption of the Development Agreement, including but not limited to land use, streets, buffers, the division of land, grading, landscaping, water, sewer, stormwater, setbacks, flood hazards, water supply watershed, flood damage prevention, parking and signage, shall not directly or indirectly be applicable to any aspect of the Project for a period of twenty (20) years after the Effective Date. Subject to the provisions in N.C.G.S. §160A-400.26(c), in the event that State or federal law is changed after the Effective Date in such a way that prevents compliance with the Development Agreement by Apple, the City and Apple will review the terms of the Development Agreement and will work together in good faith to modify the affected provisions to accomplish the intended purpose of the Development Agreement and the economic benefits foreseen by the parties when they entered into the Development Agreement.

5. Apple's Construction Staging Area: Apple including its successors and assigns shall have the right to use such portion of a tract of land located on the northerly side of Kelly Boulevard, 8.264 acres in total (0.803 acres in the right-of-way for South Oxford Street; net 7.461 acres tract), being conveyed from Apple to the City, the same being a portion of Catawba

County GIS Tax Parcel PIN 3761-09-15-6074 (hereinafter “the North Tract”), from time to time, as a construction staging area, including without limitation the installation of construction oversight trailers, asphalt or gravel driveway and parking area, and necessary utilities, the clearing and grading of the applicable portions of the North Tract, and the storage of materials and construction equipment, in connection with the construction of a utility scale solar energy system and other facilities or uses associated with, convenient to or necessary for operating, maintaining, repairing, upgrading, replacing or restoring the utility scale solar energy system on the Property with said right of use as a construction staging area being for the benefit of and as an appurtenance to the Property pursuant to the terms hereof.

During the period from the Effective Date of this Development Agreement through the date that is two (2) years after the Effective Date of this Development Agreement, the plans (including scope and location) for the construction staging area activities on the North Tract shall be determined by Apple in its reasonable business discretion. Thereafter, and from time to time as required by Apple, the plans (including scope and location) for any subsequent construction staging area activities on the North Tract shall be prepared by Apple so as to avoid interfering unreasonably with areas of the North Tract that have been improved or that are being used by the City and shall be submitted to the City for approval prior to commencement of such activities. If the subsequent use of the North Tract for the construction staging area activities is not reasonably feasible, then Apple and the City agree to cooperate to determine if there is other property owned by the City that may be suitable for use by Apple as a construction staging area at no cost to Apple. The City’s approval of the plans shall not be unreasonably withheld, conditioned or delayed. If the City has not communicated regarding such plans within ten (10) days after receipt thereof, it shall be presumed that the City has no objection to the plans. Upon completion of any such construction staging area activities, Apple shall be entitled to leave any asphalt or gravel driveway and parking area in place, but otherwise Apple shall be required to remove all of its property and restore any disturbed areas on the North Tract to their condition as existed prior to such construction staging area activities, except that cleared areas need not be replanted.

6. Condition on Obligations: The obligations of the parties under this Development Agreement are conditioned upon Apple’s acquisition of all or part of the Property. In the event Apple does not acquire any of the Property by December 31, 2014, this Development Agreement shall automatically be cancelled, rendered void, and be of no further force or effect and neither Apple nor the City shall have any duties specified herein. In the event Apple does not become the owner of all of the Property, and at Apple’s sole right and option, Apple may elect to reduce the size of the Project by sending notice of its election to the City no later than December 31, 2014, and the Project shall be deemed to be the size elected by Apple and all other provisions of this Development Agreement shall be deemed to conform with Apple’s election. Notwithstanding any description of the Property to the contrary, this Development Agreement is hereby adopted and approved by the City to apply to any real property contiguous to any part of the Property (whether in one or more parcels, the “Additional Property”) that Apple may later acquire during the term of this Development Agreement. If Apple acquires the Additional Property, then the legal description of the Additional Property shall be attached to this Development Agreement as an additional exhibit and Apple shall send notice to the City of Apple’s desire to have this Development Agreement include the specified property. Upon the

City's receipt of this notice, the City shall promptly modify the Development Agreement consistent with Apple's plans for the Additional Property.

7. Review to Assess Compliance with the Development Agreement: In accordance with N.C.G.S. § 160A-400.27, the City shall conduct periodic reviews to determine Apple's compliance with this Development Agreement, at which time Apple may be requested to demonstrate good faith compliance with the terms of this Development Agreement; however, in no event shall Apple's failure to satisfy a commencement or completion date of the Project, in and of itself, be a material breach of the Development Agreement and any such failure must be judged by the City based upon the totality of circumstances. As with every agreement in North Carolina, the City and Apple have an implied duty to deal in good faith and fairly with each other regarding their performances under the Development Agreement and both parties agree to work reasonably and cooperatively to address concerns related to any real or perceived inadequate performance of the Development Agreement by either party.

In addition to the foregoing review, from time to time either party, upon its own initiation, may request a review of the other party's prior execution or prospective future ability to execute the provisions of the Development Agreement to assure compliance with the Development Agreement and the accomplishment of the purposes originally intended by the parties.

8. Default and Remedies:

8.1 Cure Periods: In addition to the default and remedies provided in N.C.G.S. § 160A-400.27(b) and (c), in the event of a default in the performance of duties or obligations created by this Development Agreement, the non-defaulting party shall provide written notice of the default to the defaulting party and shall specify a period of not less than sixty (60) days in which the defaulting party shall have a right to cure the default; provided, however, such cure period may be extended if (a) a default cannot reasonably be cured within the cure period provided in such notice, (b) the curing party notifies the non-defaulting party of such fact by no later than the end of the cure period provided in the notice, and (c) the curing party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. In the event the defaulting party fails to cure the default, the non-defaulting party may either (i) terminate the Development Agreement (provided, however, that no termination of this Development Agreement may be declared by the City absent provision of the notice and opportunity to cure to Apple provided in N.C.G.S. § 160A-400.27) or (ii) enforce this Development Agreement by the remedy of damages or specific performance.

8.2 Development Schedule: The Project shall be developed in accordance with the Development Schedule. The failure to meet a commencement or completion date specified in the Development Schedule shall not, in and of itself, constitute a material breach of this Development Agreement pursuant to N.C.G.S. § 160A-400.27, but must be judged based upon the totality of the circumstances, including, but not limited to, Apple's good faith efforts to attain compliance with the Development Schedule. The Development Schedule is a planning tool and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace of development if market conditions support a slower or faster pace.

9. Recordation of Agreement: Pursuant to N.C.G.S. § 160A-400.30, within fourteen (14) days after the Effective Date, Apple shall record the Development Agreement with the Office of the Register of Deeds of Catawba County, North Carolina.

10. Term: The term of this Development Agreement shall be a period of twenty (20) years from the Effective Date.

11. Miscellaneous:

11.1 Force Majeure: The parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including, without limitation, acts of the United States of America, acts of the State of North Carolina, embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism or civil riots. However, if any such event interferes with the performance by a party hereunder, such party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.

11.2 Amendment: This Development Agreement may be amended or canceled by mutual written consent of the City and Apple, or their successors in interest or assigns.

11.3 Recitals: The recitals of this Development Agreement are material terms of the Development Agreement and shall be binding upon the parties.

11.4 Severability: If any provision of this Development Agreement, or its application to any person, is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, invalidation of any provision of this Development Agreement, or its application to any person, shall not affect any other provisions of this Development Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect.

11.5 Notice: All notices or other communications required or permitted to be served hereunder shall be deemed served in accordance with this Development Agreement if the notice is: (a) mailed in a sealed wrapper and deposited in the United States mail, certified mail, return receipt requested, postage prepaid (with delivery conclusively presumed to occur on the third (3rd) business day following such deposit absent evidence of actual failure of delivery) and a courtesy copy delivered via facsimile to the telephone numbers below; or (b) deposited with a national overnight courier service for next day delivery that retains receipts of its deliveries, properly addressed (with delivery conclusively presumed to occur on the next business day following such deposit absent evidence of actual failure of delivery) and a courtesy copy delivered via facsimile to the telephone numbers below:

City: City Manager
City of Claremont
P.O. Box 446
Claremont, NC 28610
Facsimile: None

City Clerk
City of Claremont
P.O. Box 446
Claremont, NC 28610
Facsimile: None

City Attorney
City of Claremont
P.O. Drawer 166
Newton, NC 28658
Facsimile: 828-465-4422

Apple: Apple Inc.
1 Infinite Loop, MS 21-1AC2
Cupertino, CA 95014
Attn: Dan Whisenhunt
Sr. Director, Real Estate & Development
Facsimile: 408-974-3348

Apple Inc.
1 Infinite Loop, MS 4-DLAW
Cupertino, CA 95014
Attn: James C. Fowler
Associate General Counsel
Facsimile: 408-974-7211

with a copy to:

John C. Cooke
Womble Carlyle Sandridge & Rice, LLP
150 Fayetteville Street, Suite 2100
Raleigh, NC 27601
Facsimile: 919-755-6083

The parties, by written notice given to the other, may designate any further or different names or addresses to which all notices or other communications shall be sent without said further or different names or addresses being considered amendments to this Development Agreement.

11.6 Assignment: After notice to the City, Apple may assign its rights and obligations under this Development Agreement (a) to any affiliate controlling, controlled by or under common control with Apple (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder), or (b) to subsequent owners of all or any portion of the Property, provided that Apple shall not be relieved of its obligation with respect to the portion of the Property retained by Apple without the written consent of the City. In the event that Apple sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then Apple shall be relieved of all of its covenants, commitments and obligations hereunder.

11.7 Run with the Land: This Development Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined.

11.8 Entire Agreement and Construction with Related Agreements: This Development Agreement contains the entire agreement between the parties regarding the Development Agreement. Except for other agreements between the City and Apple related to the Property or the Project (the "Related Agreements") listed on *Exhibit E*, all prior or contemporaneous oral or written communications are merged into this Development Agreement. To the extent a conflict or inconsistency exists between this Development Agreement and any Related Agreement, the provision which most encourages, promotes and enables the Project controls.

11.9 Multiple Counterparts: This Development 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 Development Agreement to produce or account for more than one such fully executed counterpart.

11.10 Applicable Law and Venue: This Development Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina. The proper venue for litigation related to or arising out of this Development Agreement shall be the North Carolina Superior Court for Catawba County.

11.11 Representations and Warranties of the Parties: The City and Apple, and the persons executing this Development Agreement on their behalf, represent and warrant, as applicable, that (a) such party or person has the full power and authority to enter into this Development Agreement, to execute it on behalf of the party indicated on the signature page, and to perform the obligations hereunder, (b) such party is acting on its own behalf and on behalf of its members, successors and assigns, (c) this Development Agreement is a valid and binding obligation, enforceable against the parties in accordance with its terms, (d) entering into this Development Agreement does not conflict with any other agreements entered into by either party, and (e) the execution, delivery and performance of this Development Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part. Specifically (and not as a limitation), the City represents and warrants to Apple that this Development Agreement has been pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply thereto. In the event that any of the obligations of the City in this Development Agreement constitute debt, the City has complied, at the time of the obligation to

incur the debt and before the debt becomes enforceable against the City, with any applicable constitutional and statutory procedures for the approval of the debt. Notwithstanding the foregoing, it is not the intent of subsection 10.11(c) to make any individual personally liable for the performance or nonperformance of this Development Agreement.

11.12 Effect on Other Vested Rights: This Development Agreement does not abrogate any rights established or preserved by N.C.G.S. § 160A-385(b) or § 160A-385.1, or that may vest pursuant to common law or otherwise in the absence of this Development Agreement.

11.13 Construction: The parties agree that each party and its counsel have reviewed and revised this Development Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Development Agreement or any amendments or exhibits hereto. This Development Agreement shall be reasonably interpreted and construed to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and Apple.

11.14 Agreement to Cooperate Regarding Validity of the Development Agreement: Notwithstanding a lack of standing or subject matter jurisdiction, a third person (other than the City or Apple) may attempt to initiate a lawsuit challenging the validity of the Development Agreement or any provision thereof. In such an event, the City and Apple hereby agree to cooperate with and assist the other in responding to such litigation and defending the validity of the Development Agreement and any provisions thereof; provided, however, each party shall retain the right to pursue its own independent legal defense. In the event a third party or parties initiate(s) litigation against the City concerning annexation, zoning, layout, design or building permit related to the Project, the City consents to Apple's intervention but reserves unto itself all rights to determine the City's strategies and defenses.

11.15 Confidential Information: Except to the extent required by applicable law, the parties shall maintain the confidentiality of any trade secrets or confidential business information Apple is required to provide to the City in connection with this Development Agreement. Apple will highlight specific items that it determines to be its trade secrets or confidential business information in a separate attachment identified to the City or will place such information in a separate attachment identified as "Confidential Business Information." The City will notify Apple sufficiently in advance of any proposed disclosure of Apple's Confidential Business Information so that Apple, at its expense, may object to it. Apple will indemnify the City against any claims, liabilities, losses and expenses resulting from Apple's decision to object to any such disclosures.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated above.

CITY OF CLAREMONT

By: _____
Shawn R. Brown, Mayor

[CITY SEAL]

ATTEST:

By: _____
Douglas L. Barrick, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that Shawn R. Brown, Mayor of the City of Claremont, North Carolina, a municipal corporation, personally came before me this day and acknowledged that he is the Mayor of the City of Claremont, that this Development Agreement has been approved by the Claremont City Council by ordinance in accordance with the requirements of Part 3D of Article 19 of Chapter 160A, that he has been authorized by the City Council to execute this Development Agreement on behalf of the City, that he knows the Corporate Seal of the City, that the Corporate Seal was affixed to this Development Agreement by Douglas L. Barrick, the City Clerk, pursuant to authorization from the City Council, that this Development Agreement is the act and deed of the City of Claremont, and that he acknowledged the due execution of this Development Agreement by him in the aforesaid capacity.

Witness my hand and official seal or stamp, this the ____ day of _____, 2014.

My commission expires:

Notary Public

[NOTARY SEAL]

Print Name of Notary

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

City of Claremont Finance Director

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the Effective Date.

APPLE INC.

By: _____
Name: Luca Maestri
Title: Chief Financial Officer

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On _____, 2014, before me, _____, personally appeared Luca Maestri, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of whom the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires: _____

Exhibit A

Tract B

Being all that piece, parcel and tract of land labeled as Tract B as shown on the plat recorded in Plat Book _____ at Pages _____ to _____, Catawba County Public Registry, and being on the south side of Kelly Boulevard in the City of Claremont's extra territorial jurisdiction, being a portion of PIN 3761-09-15-6074 located in Catawba County, North Carolina, containing approximately 99.842 acres, and being more particularly described as follows:

Commence at the NGS concrete monument "Claremont" PID FA0665 (NAD83 (2011) N:722276.99 E:1361929.29); thence South 13°38'15" West, 6380.04 feet to a one half inch rebar found on the easterly property line of Southwestern Freight Lines Inc. (now or formerly) described in an instrument recorded in Deed Book 2165, Page 1726, Catawba County Public Registry and being the POINT OF BEGINNING of the tract of land herein described; thence from said **POINT OF BEGINNING**, along the easterly property line of said property of Southwestern Freight Lines Inc. (now or formerly), North 38°36'44" East, 319.09 feet to a one half inch rebar found on the southern right-of-way line for Kelly Boulevard (SR 2436); thence along the southern right-of-way line for Kelly Boulevard, North 87°59'14" East, 1356.55 feet to a rebar set; thence leaving said right-of-way line, South 30°40'53" East, 37.99 feet to a point in the centerline of an unnamed branch; thence along the centerline of said branch the following courses: South 27°00'21" East, 65.91 feet; South 27°51'42" East, 10.73 feet; South 21°30'02" West, 11.04 feet; South 50°30'00" West, 18.41 feet; South 08°50'33" West, 15.21 feet; South 36°50'17" East, 31.02 feet; South 64°23'31" East, 31.64 feet; South 68°47'03" East, 24.86 feet; South 84°11'44" East, 6.20 feet; South 57°48'47" East, 20.85 feet; South 56°04'46" East, 48.01 feet; South 50°47'33" East, 10.85 feet; South 24°07'42" East, 20.53 feet; South 59°43'28" West, 21.90 feet; South 23°40'17" East, 59.67 feet; North 88°14'16" East, 38.40 feet; South 37°45'39" East, 17.06 feet; South 78°16'58" East, 19.72 feet; North 79°33'02" East, 10.44 feet; South 63°39'38" East, 16.84 feet; South 01°03'10" West, 27.95 feet; South 65°56'32" East, 33.58 feet; thence leaving said unnamed branch and running with the westerly property lines of Charles Pitts Coulter, Jr. and Nancy Geller Coulter (now or formerly) described in an instrument recorded in Deed Book 3072, Page 696, Catawba County Public Registry the following four (4) courses and distances: (1) South 05°03'02" West, 11.14 feet to a 3" gear found; (2) South 05°03'03" West, 899.60 feet to a one half inch rebar found; (3) South 05°03'17" West, 11.38 feet to the center of an existing sewer line; (4) South 05°03'17" West, 21.40 feet to a rebar set on the southern line of a 25 foot sewer easement described in an instrument recorded in Deed Book 1611, Page 154, and shown on Plat Book 25, Page 25 and 26, Catawba County Public Registry, thence leaving the westerly property lines of Charles Pitts Coulter, Jr. and Nancy Geller Coulter and along the southern sewer easement lines, new boundary lines, South 40°47'52" West, 121.20 feet to a rebar set; thence South 13°33'17" West, 326.95 feet to a rebar set; thence South 38°03'17" West, 351.09 feet to a rebar set; thence South 02°30'58" West, 272.76 feet to a rebar set; thence South

02°20'38" West, 274.46 feet to a rebar set; thence South 83°30'18" West, 275.12 feet to a rebar set; thence South 87°04'06" West, 375.20 feet to a rebar set; thence South 56°57'17" West, 357.14 feet to a rebar set; thence South 87°17'33" West, 293.88 feet to a rebar set; thence North 36°05'47" West, 371.14 feet to a rebar set; thence North 29°02'33" West, 277.28 feet to a rebar set; thence North 20°42'24" West, 222.33 feet to a rebar set; thence North 45°31'19" West, 184.67 feet to a rebar set on the aforesaid property line of Southwestern Freight Lines Inc. (now or formerly); thence leaving the southern sewer easement lines and running with the easterly and northerly property lines of the aforesaid Southwestern Freight Lines Inc. property the following seven (7) courses and distances: (1) North 43°45'45" East, 12.50 feet to the center of an existing sewer line, (2) North 43°45'45" East, 154.63 feet to a rebar set; (3) North 36°10'33" East, 181.50 feet to a disturbed two inch pipe found; (4) North 29°50'37" East, 396.31 feet to a disturbed one inch pipe found; (5) North 28°37'21" East, 792.08 feet to a one and one half inch channel found; (6) North 17°58'11" West, 146.04 feet to a one half inch rebar found; and (7) North 60°56'36" West, 388.07 feet to the point of beginning, as shown on a survey by Christopher F. Jordan, PLS #L-4956 of McGill Associates dated May 5, 2014.

EXHIBIT B

PROJECT LAYOUT/SITE PLAN

Being the Claremont Solar Park Claremont Site prepared by SunPower dated May 10, 2012 and revised April 22, 2014, which is attached and incorporated as the Project Layout/Site Plan of the Development Agreement.

EXHIBIT C

DISCLOSURES REQUIRED BY N.C.G.S. § 160A-400.25

A description of the development uses permitted on the Property, including population densities and building types, intensities, placement on the site and design: The Project consists of the layout, design and improvements shown on *Exhibit B* and is a Utility Scale Solar Energy System under the City's Zoning Ordinance. The Project includes all accessory uses and accessory structures as they are defined by Section 9-3-9 of the City of Claremont's Zoning Ordinance, in effect on the Effective Date.

It is not anticipated that there will be any people residing in the Project, except for the possibility of security and maintenance employees, and for temporary stays by Apple's employees, representatives or third party contractors or designees.

Building types, intensities, design and placement for the Project are shown on *Exhibit B* of this Development Agreement. Any other future building types, intensities, design and placement will be similar to and compatible with the buildings shown on *Exhibit B* of this Development Agreement.

A description of public facilities that will service the Property, other than those provided in the Development Agreement to be provided by the City of Claremont, the date any such new public facilities will be constructed, and a schedule to assure such public facilities are available concurrent with the impacts of the Property: None.

A description of public facilities that will service the Property, other than those provided in the Development Agreement to be provided by entities other than the City of Claremont, the date any such new public facilities will be constructed, and a schedule to assure such public facilities are available concurrent with the impacts of the Property: None.

A description of any reservation of dedication of land for public purposes and any provisions to protect environmentally sensitive property: Exchange of Property between Apple, the City and Duke Energy, approved by Resolution _____ adopted by the Claremont City Council on _____.

A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the City for the public health, safety or welfare of its citizens: None.

A description of any provisions for the preservation and restoration of historic structures: None.

EXHIBIT D

DEVELOPMENT SCHEDULE REQUIRED BY N.C.G.S. § 160A-400.25(b)

1. Commencement Date: Subject to the acquisition of the Property and other terms of this Development Agreement, Apple's designee will submit an application for issuance of a grading permit by December 31, 2014. This date will be referred to in this Exhibit as the "Commencement Date."
2. Building Permit Application: Subject to the acquisition of the Property and other terms of this Development Agreement and issuance of a grading permit, Apple's designee will submit an application for issuance of a building permit by June 30, 2015.
3. Construction Date: Subject to the acquisition of the Property, other terms of the Development Agreement and issuance of a grading permit and a building permit allowing construction of the Project, Apple will begin work on the Project within six (6) months of the date of issuance of the building permit for the Project.
4. Project Completion: Apple will have completed the Project within five (5) years of the Commencement Date.

Note: N.C.G.S. § 160A-400.25(b) requires a development schedule and that commencement dates and interim completion dates are at no greater than five-year intervals; however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of a development agreement.

EXHIBIT E

LIST OF RELATED AGREEMENTS

1. Economic Development Agreement between Apple and the City dated July 7, 2014.
2. All documents related to exchange of property between the City and Apple authorized by Resolution 03-14 adopted on July 7, 2014 as amended by Resolution 05-14 adopted by the City Council on August 4, 2014.

REQUEST FOR COUNCIL ACTION

Date of Meeting: **September 8, 2014**

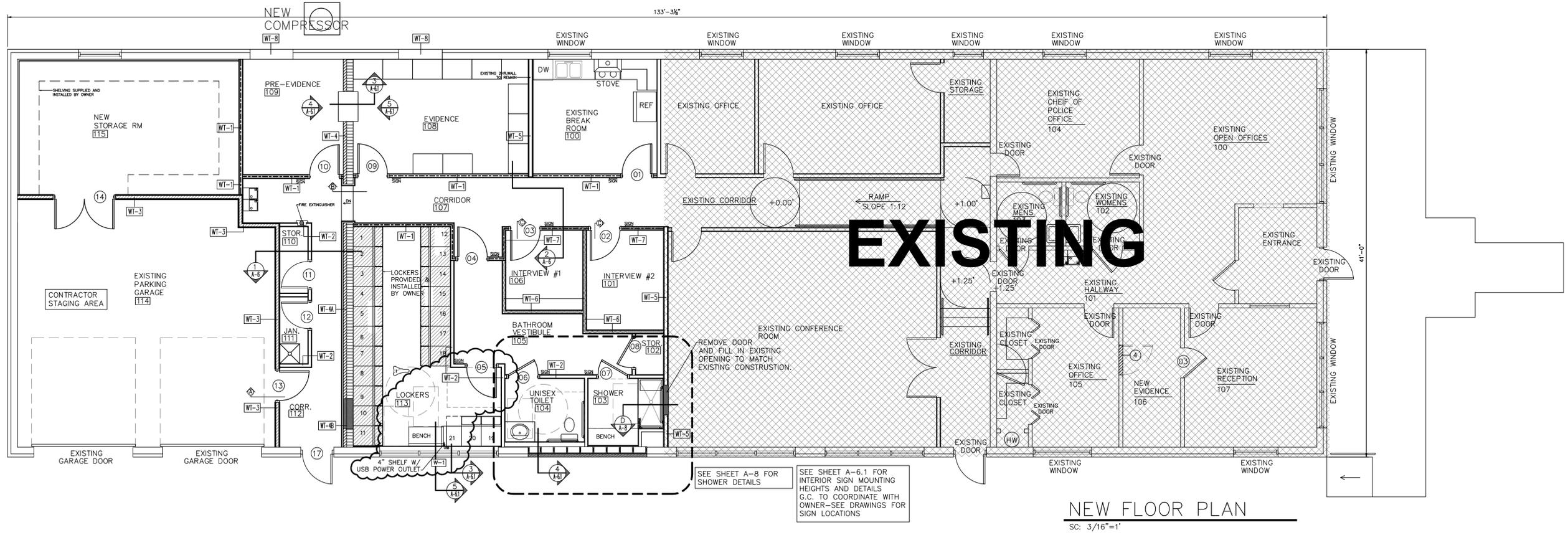
To: Mayor and the City Council

From: Doug Barrick, City Manager

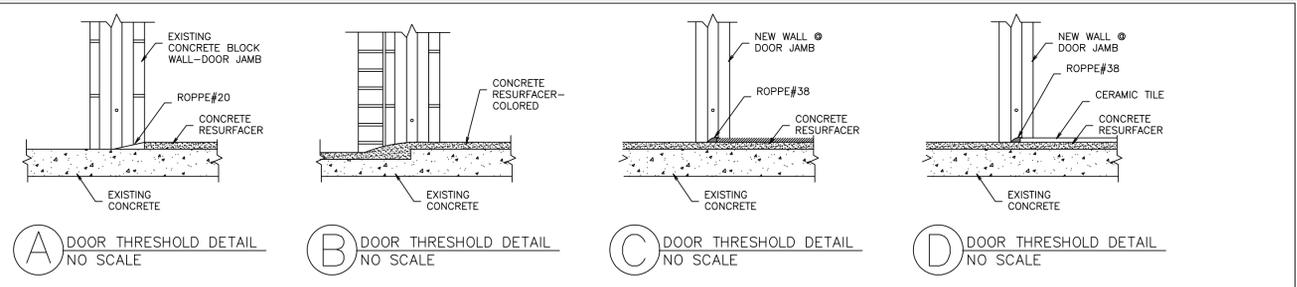
Action Requested: Review and Accept Police Station Phase III Bids

On August 26th at 4pm the City Manager and Police Chief opened bids for the Police Station Phase III Up fit Project. At this time the apparent low bidder is Lail Builders Inc. The City is over budget on this project and will be working with the low bidder. Our approach will be to have the City Council approve these bids and engage NCGS 143-129(b) to allow the City to make some reasonable changes to allow the project to return closer our budget. Our goal is to have meetings and conversations with the low bidder and bring back a contract to the October 6, 2014 City Council Meeting for approval and notice to proceed.

Recommendation: Review & Accept Bids and Allow City Manager & Police Chief to negotiate under NCGA 143-129(b)



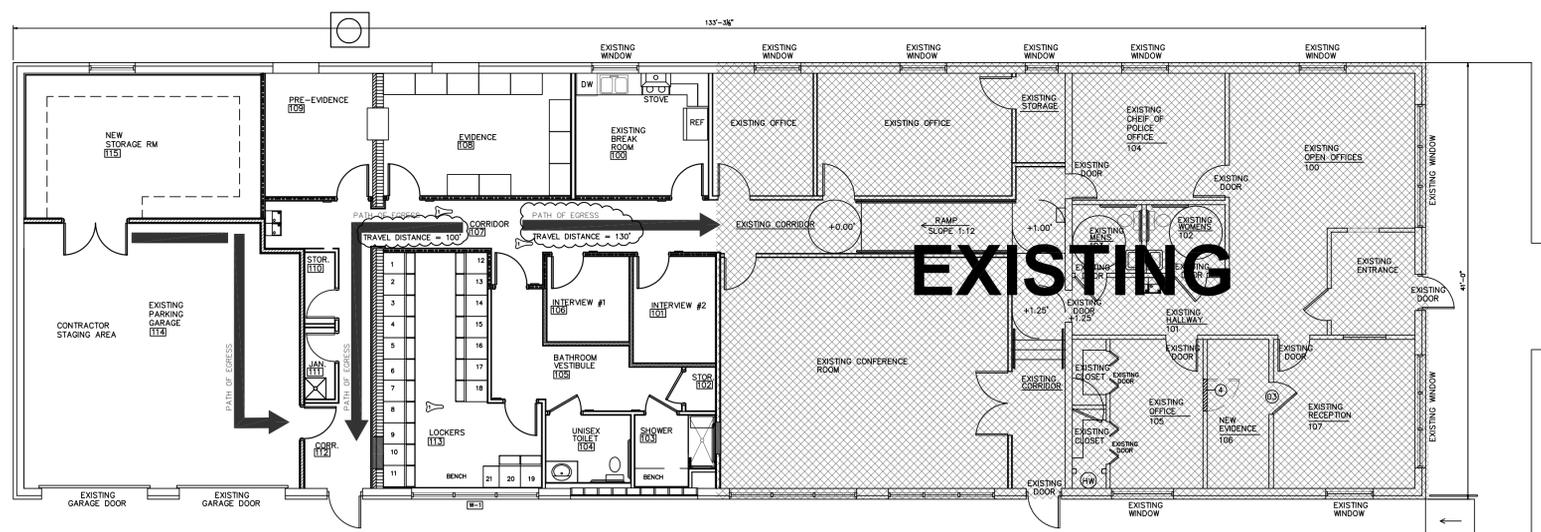
NEW FLOOR PLAN
SC: 3/16"=1'



CHECK PARTITION DETAILS W/ FINISH SCHEDULE

WALL TYPE	DESCRIPTION
WT-1	1 HR. RATED WALL 3-1/2" WOOD STUDS W/ 5/8" GWB ON EACH SIDE SEE UL. DESIGN U305 COMPLETE DETAILS
WT-2	NON-RATED INTERIOR WALL 3-1/2" WOOD STUDS W/ 5/8" GWB ON EACH SIDE
WT-3	2 HR. RATED INTERIOR SEPARATION WALL 3-1/2" WOOD STUDS W/ (2) LAYERS 5/8" GWB ON EACH SIDE. TAKE TO THE UNDERSIDE OF THE ROOF DECK SEE UL. DESIGN U301 FOR COMPLETE DETAILS
WT-4	EXISTING 8" CMU WALL & BRICK VENEER EXISTING WALL TO REMAIN CLEAN AND PAINT EACH SIDE.
WT-4A	EXISTING 8" CMU WALL & BRICK VENEER EQUIV TO ONE HOUR EXISTING WALL TO REMAIN ADD 1-5/8" FURRING STRIPS AND 1 LAYER 5/8" GWB TO CORRIDOR SIDE NEW PAINT BOTH SIDES OF WALL.
WT-4B	NEW 8" CMU WALL & BRICK VENEER NEW WALL TO BE BUILT TO MATCH EXISTING ADD FURRING STRIPS AND 1 LAYER 5/8" GWB TO CORRIDOR SIDE-NEW PAINT BOTH SIDES OF WALL.
WT-5	EXISTING 2 HR. RATED INTERIOR SEPARATION WALL TO BE MAINTAINED
WT-6	NON-RATED INTERIOR WALL 3-1/2" WOOD STUDS W/ 5/8" GWB ON EACH SIDE, WITH BATT INSULATION
WT-7	1 HR. RATED CORRIDOR WALL 3-1/2" WOOD STUDS W/ 5/8" GWB ON EACH SIDE W/ BATT SOUND INSULATION SEE UL. DESIGN U305 COMPLETE DETAILS
WT-8	NEW 8" CMU WALL & BRICK VENEER FILL IN EXISTING WINDOW OPENING CLEAN AND PAINT INTERIOR. NOTE: ALL WALLS NOT LABELED ARE EXISTING WALLS AND WILL NOT BE MESSED WITH. SEE FINISH SCHEDULE FOR EXISTING ROOMS THAT MAY GET NEW GWB ON THEM.

NOTE: G.C. TO CONFIRM DISPOSAL OF WINDOWS REMOVED WITH OWNER



LIFE SAFETY PLAN
SC: 3/16"=1'

Abee Architecture, P.A.
260 First Ave., N.W.
Cline Building - Suite 200
Hickory, North Carolina 28601
P.O. Box 2008
Hickory, North Carolina 28603
Telephone 828-322-1274
Facsimile 828-322-7356
E-mail abee@abeearch.com

A NEW RENOVATION FOR:
CLAREMONT POLICE STATION
3301 EAST MAIN ST. CLAREMONT, NC 28610



PROJECT NO.: 2978
DATE: 07-09-14
DRAWN BY: CHB

REVISIONS		
NO.	DATE	BY
1	BLDG REVIEW 07-23-14	
2		
3		

XREF TITLES:
DWG. TITLE:
CAD FILE:
CAD SCALE: 12"=1' (1)

A-4
SHEET OF

**City of Claremont
Police Dept Phase III
Bid Tabulation Sheet**

Contractor	Base Bid	Add Alternate # 1 HVAC	Add Alternate #2 Garage Doors	Total Bid with Alternates
Lail Builders Inc	\$211,632.00	\$700.00	\$5,650.00	\$217,982.00
Jack Sipe Construcion	\$223,721.00	\$535.00	\$4,957.00	\$229,213.00
Moss Marlow	\$237,100.00	\$500.00	\$5,810.00	\$243,410.00
Matthews Construction	\$248,000.00	\$828.00	\$6,245.00	\$255,073.00

Bids were opened and read aloud at 4pm on August 26,2014 at the Claremont CityHall

Witnessed:

Witnessed:

**Gary Bost
Chief of Police**

**Doug Barrick
City Manager**

REQUEST FOR COUNCIL ACTION

Date of Meeting: **September 8,2014**

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Ordinance 06-14 Project Fund for C-5195 CMAQ Sidewalks

The City of Claremont applied for and was awarded a CMAQ federally funded sidewalk project for the construction of sidewalks in various areas of the City to include:

1. Centennial Blvd from North Oxford Street to North Lookout Street
2. South Depot from terminus to Frazier Drive with a crosswalk
3. Calvin Street from North Depot to North Lookout
4. Yount Street from South Depot to Bethlehem
5. Bethlehem Street from Yount to Old Catawba Street
6. Calvin Street from North Lookout to School Street
7. School Street from Calvin Street to US 70

This grant award is for a total of \$650,000 with 80% federal money coming through NCDOT and 20% of the project funding coming from the City of Claremont. This breaks down to \$520,000 from NCDOT and the City funding \$130,000. The City Council Approved the NCDOT agreement on May 6, 2013 and approved an agreement with the Wooten Company for Engineering on July 7, 2014. At this time \$75,000 of Fund Balance is proposed to be moved into this Fund to cover engineering and the beginning of construction. More funds will be moved later.

Recommendation: Approve Ordinance 06-14

Project Name	Estimated Construction Cost	Estimated Total Cost	Estimated Design/CA	Estimated CO	Estimated Testing	Sidewalk (LF)	Est. Easement Req'd		Based on existing R/W and →Typical Steet X-Section provided by DOT
							Sq. Ft. Perm.	Temp.	
Centennial	\$252,121.40	\$285,721.40	\$15,000.00	\$3,600.00	\$15,000.00	3,060	0	0	
Calvin (Depot to Lookout)	\$33,341.95	\$39,241.95	\$3,000.00	\$600.00	\$2,300.00	450	3,600	2,250	
Calvin (Lookout to School)	\$35,121.00	\$41,021.00	\$3,000.00	\$600.00	\$2,300.00	465	3,720	2,325	
S. Depot	\$39,984.35	\$47,184.35	\$3,500.00	\$700.00	\$3,000.00	575	0	0	
Yount	\$109,582.35	\$126,682.35	\$7,900.00	\$2,000.00	\$7,200.00	1,635	12,440	8,600	
Bethlehem	\$36,706.85	\$44,606.85	\$4,000.00	\$900.00	\$3,000.00	665	1,995	3,325	
School	\$52,941.40	\$65,741.40	\$5,600.00	\$1,600.00	\$5,600.00	1,180	11,093	3,235	→This assumes a 10' permanent easement from the end of School Dr. to Main Street
TOTAL	\$559,799.30	\$650,199.30	\$42,000.00	\$10,000.00	\$38,400.00	8,030	32,848	19,735	

Fees were adjusted down some due to "economy of scale". Based on Raleigh Office experience with CMAQ projects, additional \$ added to Design/CA and less to CO
Adding C&G along with the "embankment" issues will increase amount of survey work over a normal sidewalk project.
CA will be more extensive due to DOT/FHWA records/reporting requirements

Testing is based on experience with Granite Falls Project - plus additional due to curb and gutter on this project.

*Easement Acquisition Costs Not Included

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 06-14

AN ORDINANCE OF THE CITY OF CLAREMONT ESTABLISHING A PROJECT FUND FOR THE ADMINISTRATION OF A SIDEWALK GRANT

THE CITY COUNCIL OF THE CITY OF CLAREMONT DOES HEREBY ORDAIN AS FOLLOWS: Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is the C-5195 Sidewalk Grant project to be financed jointly by the City of Claremont and NCDOT.

Section 2: It is estimated that the following revenues will be available in the C-5195 Sidewalk Fund will be provided from the following sources:

C-5195 Sidewalk Project Fund

<u>Revenues</u>	<u>Increase</u>	<u>Decrease</u>
NCDOT Contributions 80.3483.0000	\$520,000	
Transfer from General Fund 80.3970.0100	\$130,000	
Total	\$650,000	

Section 3: The following amounts are hereby appropriated in the C-5195 Sidewalk Fund:

C-5195 Sidewalk Project Fund

<u>Expenditures</u>	<u>Increase</u>	<u>Decrease</u>
Engineering 80.5710.0450	\$90,000	
Contracted Services 80.5710.4500	\$560,000	
Total	\$650,000	

Section 4: This Capital Project Fund shall continue until the project is complete

Section 5: Payments from this fund shall be authorized by the City Manager

Section 6: This project is effective upon adoption

INTRODUCED at the regular meeting of the City Council of the City of Claremont on September 8, 2014.

ADOPTED at the regular meeting of the City Council of the City of Claremont on September 8, 2014 .

_____,
MAYOR Shawn R. Brown

ATTEST:

Doug Barrick, City Clerk

APPROVED AS TO FORM: _____
Bob Grant, City Attorney

Department, Committee & Manager Reports

Date of Meeting: **September 8, 2014**

To: Mayor and the City Council

From: Doug Barrick, City Manager

Action Requested: Allow Departments, Committees & Manager to report on monthly activities and take questions.

Item 10

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

Item 11

City Managers Report

Recommendation: Take Reports

Claremont August 2014 Dashboard Report

Police Dept.			Fire Dept.			Financials		
	Month	YTD		Month	YTD		% In	% Out
Calls Answered	854	5779	Calls for Service	28	212	General Fund	4%	17%
Citations Served	106	794	Working Fires	3	36	Enterprise Fund	17%	14%
Warnings	63	489	Training Hours	425	2381			
Number of Arrests	6	57	Prevention Programs	6	112	Rescue Squad		
Accidents	12	62	False Alarms	5	23		Month	YTD
Warrants	2	69	EMS Calls	9	49	Calls for Service	51	513
Open Cases	6	36				Training Hours	33	693
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Sgt. Duane Cozzen Retired on August 1, 2014 Ordered new patrol vehicle & open bids for Phase III of the Police Station renovations .			Participated in a training fire with the Conover Fire Department & Joined them for National Night Out. Preplanned CertainTeed & Pryisman and 10 other commercial buildings			51 calls last month, response time was 5:29. Had some vandalism at the Squad, Claremont Police came out and investigated. Claremont Rescue Squad ahs been hosting some TR-VMR		
Public Works			Utility Dept.			Planning & Zoning Dept.		
	Month	YTD		Month	YTD		Month	YTD
Vehicles Serviced	11	65	Water Turned Off	21	102	Zoning Permits	6	27
Recycling Tonnage	9.75	48.05	Water Taps	0	9	Residential Permits	3	13
Solid Waste Tonnage	33.23	243.07	Water Purchased	8,907,400	57,178,000	Commercial Permits	3	9
Street Lights Replaced	9	48	Water Sold	6,897,013	49,727,498	Enforcement Cases	9	40
Work Orders	33	277	McLin WWTP Avg.	138,000	160,571	Planning Board Work	2	18
Sewer Line Jetted	1,518	11,882	North WWTP Avg.	68,000	74,000	Safety Permits	0	7
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Sidewalks added on Cardinal Lane as well & new bench pad on Main St. Worked with River Bend Middle School on upgrades to their Cross Country Track			699 of 826 AMR Meters Installed to Date Installed 360 feet of 12 Inch DI Water Line on BGA Drive for the Shell Building			Working on Land Development Plan, Reviewed several plats, Finished CUPs, Scanning plats/maps, Waiting on pick up of 3 permits		

CLAREMONT DAZE 2014



October 3 & 4

Friday 6PM to 11PM • Saturday 9AM to 11PM

Downtown Claremont

FaceBook.com/CityOfClaremont

Two Days Of Crazy Fun For Everyone

Friday 6-11

- 6:00PM » Festival Opens
- » Kids' Rides Open 6-9
- 7:00PM » Too Much Sylvia

Saturday 9-11

- 9:00AM - 10:30AM » Festival Opens
- » Welcome by Mayor Shawn R. Brown
- » Southern Gospel: Friends of Christ
- » Kids' Rides Open @ 10:00
- 10:30AM - 1:15PM » Bluegrass: The Neighbors
- 1:15PM - 4:00PM » Southern Gospel: Driven Quartet
- 4:00PM - 7:00PM » Country: Darrell Harwood
- 7:00PM - 11:00PM » Top 40: The Extraordinaires

Live Music • Food & Vendors • Kids' Rides



City of Claremont Fiscal Year 2015 Resolution Index

Resolutions

Number	Title	Meeting Date
01-14	Appearance Committee Appointment	July 7, 2014
02-14	Carolina Thread Trail Grant Support	July 7, 2014
03-14	Exchange Land Rights (Apple)	July 7, 2014
04-14	Surplus Property	July 7, 2014
05-14	Exchange Land Rights Amendment (03-14)	August 4, 2014
06-14	Sufficiency of Annex (14-02)	August 4, 2014
07-14	Public Hearing Annex (BGA) (14-02)	August 4, 2014
08-14	Surplus Property (Cozzen Gun)	August 4, 2014



City of Claremont
Fiscal Year 2015
Ordinance Index

Ordinances

Number	Title	Meeting Date
01-14	Budget Ordinance (FD & AED)	July 7, 2014
02-14	Animal Control Updates	August 4, 2014
03-14	Budget Amendment (Various/FEMA)	September 8, 2014
04-14	US 70 Speed Limits	September 8, 2014
05-14	Annexation 14-02 BGA Drive	September 8, 2014
06-14	C-5195 Capital Project Fund	September 8, 2014
07-14	Development Agreement with Apple Inc.	September 8, 2014